

## PLANNING COMMISSION STAFF REPORT

January 21, 2026

### GPD-01-26

#### **GENERAL INFORMATION**

##### **Property Owner (X) Petitioner (x)**

Stipe Properties, LLC; Chloe Kelly

##### **Requested Action and Purpose**

Rezone from SFR-1 to GPD. Per the applicant, "Rezoning required for the proposed Planned Development "Brixton Village" as outlined in the application package and as previously unanimously approved on April 8, 2025."

*\*An annexation and subdivision petition are in conjunction with this rezoning. Default zoning if annexed is SFR-1.*

##### **Location and Existing Zoning**

North of Old Colony Road and south of Forest Oaks Lane – Outside city limits

##### **Size and Existing Land Use**

57 acres total; vacant

##### **Surrounding Land Use and Zoning**

North – Single Family Residential, Zoned SFR-1 & Outside City limits

East – Commercial & Vacant, Zoned GC and Outside City limits

South – Vacant, Zoned GPD

West – Single-family residential & Vacant, Zoned GPD & NC

##### **Applicable Regulations**

Sec. 25-92. – Purpose.

*The General Planned Development (GPD) district is intended to allow for integrated, high-quality master planned development within certain base zoning districts in the City. A range of residential and nonresidential uses are allowed, and substantial flexibility is provided with respect to district dimensional and intensity standards, with an expectation that development in the district will be of a quality that surpasses what is otherwise achievable through the base zoning district, and will support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.*

*Permitted uses are established in a PD Plan and PD Agreement.*

##### **Transportation**

Forest Oaks Lane, a Local street

Old Colony Rd, a Minor Arterial

##### **Physical Characteristics**

57 acres to be rezoned. The properties are currently vacant.

## PLANNING COMMISSION STAFF REPORT

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### **SUBJECT PROPERTY**

#### **ANALYSIS**

In **Framework**, the northern portion of the properties is identified in the Future Land Use and Character Map as Traditional Neighborhood, Core (TN) (p. 22).

TN areas include "Residential areas encompassing Tuscaloosa's early historic neighborhoods and modern "neo traditional" neighborhood developments (TNDs). These areas are appropriate for a mix of compact housing ranging from small-lot single family, to townhomes and small multi-family buildings. Traditional neighborhoods have a walkable block pattern with integrated neighborhood amenities such as parks and schools. Small office, commercial, and civic uses may also exist in these areas along major thoroughfares." (p. 33).

In the Framework comprehensive plan, building blocks were outlined to serve as a general guide to the intended scale and character of development. For TN, building blocks include (p. 33):

- Height range: 1-3 stories (generally up to 35 feet).
- Building form: Variety of building types and sizes clustered and grouped but linked by a connected street network.
- Building setback: 0-20 feet, generally consistent within a block.
- Streets: Blocks are small and walkable. Streets generally form a grid system within the neighborhood; alleys are common.
- Transportation: Walking, biking, transit, automobile.
- Parking: On-street and private off-street.
- Open Space: Preserved passive open space, neighborhood / community parks, pocket parks, private yards, connections to school yards.

## PLANNING COMMISSION STAFF REPORT

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Framework is organized into six broad theme chapters, reflecting the inter-relatedness of issues. Each chapter is supported by a goal and several objectives that serve to organize the 111 specific actions in the Plan. The Growing chapter provides guidance for the physical development, infrastructure improvement and stewardship of natural resources with the following Goal (p. 10):

*Well-managed land and infrastructure that includes revitalization, strategic growth, and stewardship of the natural environment, creates an appealing community character, and promotes the city's long-term financial health.*

The intent of the TN area outlined on pg. 33 is as follows:

- Encourage neighborhood-scale commercial centers located at the edges of a neighborhood.
- Allow residential infill that fits-in with neighboring homes (building scale, placement, etc.).
- Support more intense residential infill and redevelopment adjacent to commercial or mixed use centers.
- Continue historic preservation efforts to maintain the existing neighborhood character within city-designated historic districts.
- Encourage integrated neighborhoods through shared open space amenities and vehicular and pedestrian connectivity, where feasible.

Additionally, In **Framework**, the southern portion of the properties is identified in the Future Land Use and Character Map as Limited Commercial (NC) (p. 22).

NC areas include "Smaller nodes of commercial development that provide goods and services to and within walking distance of surrounding neighborhoods. They generally exist near prominent intersections within a neighborhood or at its edge, and may serve as a transition between a more intense Corridor Commercial and a residential area. These centers may include mixed-use, live-work, or multi-family residential uses that are compatible in scale to nearby neighborhoods." (p. 30).

In the Framework comprehensive plan, building blocks were outlined to serve as a general guide to the intended scale and character of development. For NC, building blocks include (p. 30):

- Height range: 1-2 stories (generally up to 35 feet)
- Building form: Predominantly single story, but may have 2-story appearance. Includes large footprint buildings and both attached and freestanding structures.
- Building setback 15-30 feet.
- Streets: Small, grid-like blocks with a streetscape designed to encourage pedestrian activity
- Transportation: Walking, biking, automobile, supportive of transit opportunities.
- Parking: On-street or shared surface parking located to the side or rear of buildings.
- Open Space: Increased landscaping and "green infrastructure" elements per site and integrated in streetscape. Plazas, parks and trail connections as amenities.

Framework is organized into six broad theme chapters, reflecting the inter-relatedness of issues. Each chapter is supported by a goal and several objectives that serve to organize the 111 specific actions in the Plan. The Growing chapter provides guidance for the physical development, infrastructure improvement and stewardship of natural resources with the following Goal (p. 10):

## PLANNING COMMISSION STAFF REPORT

January 21, 2026

*Well-managed land and infrastructure that includes revitalization, strategic growth, and stewardship of the natural environment, creates an appealing community character, and promotes the city's long-term financial health.*

The intent of the NC area outlined on pg. 30 is as follows:

- Accommodate limited commercial services by-right compared to Corridor Commercial; allow other uses (such as drive-throughs, etc.) under some conditions.
- Provide pedestrian and bicycle connectivity to surrounding neighborhoods and nearby public uses (schools, parks, etc.).
- Support some residential use that is compatible with the surrounding neighborhood character.
- In a walkable neighborhood context, locate new buildings near the street and accommodate parking to the side or rear of buildings and accommodate on-street parking.
- Improve/provide public realm features such as signs, sidewalks, lighting, landscaping, and street trees.

Notification was sent via USPS to property owners located within 500 feet of the subject property.



## North of Old Colony Road

1 inch = 500 feet

0 300 600 900 1,200 Feet

N

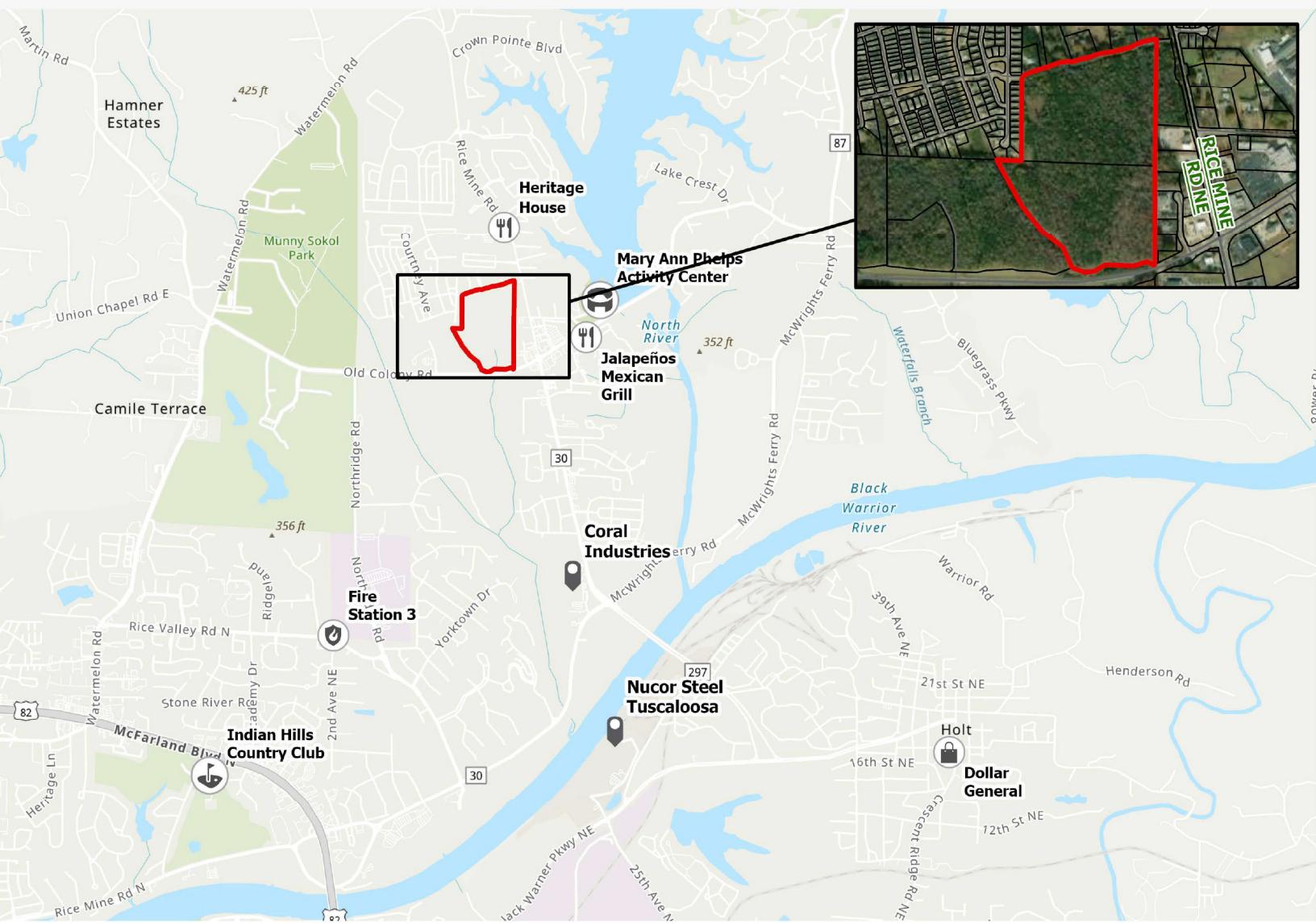




## North of Old Colony Road

1 inch = 3,000 feet

0 0.25 0.5 0.75 1 Miles



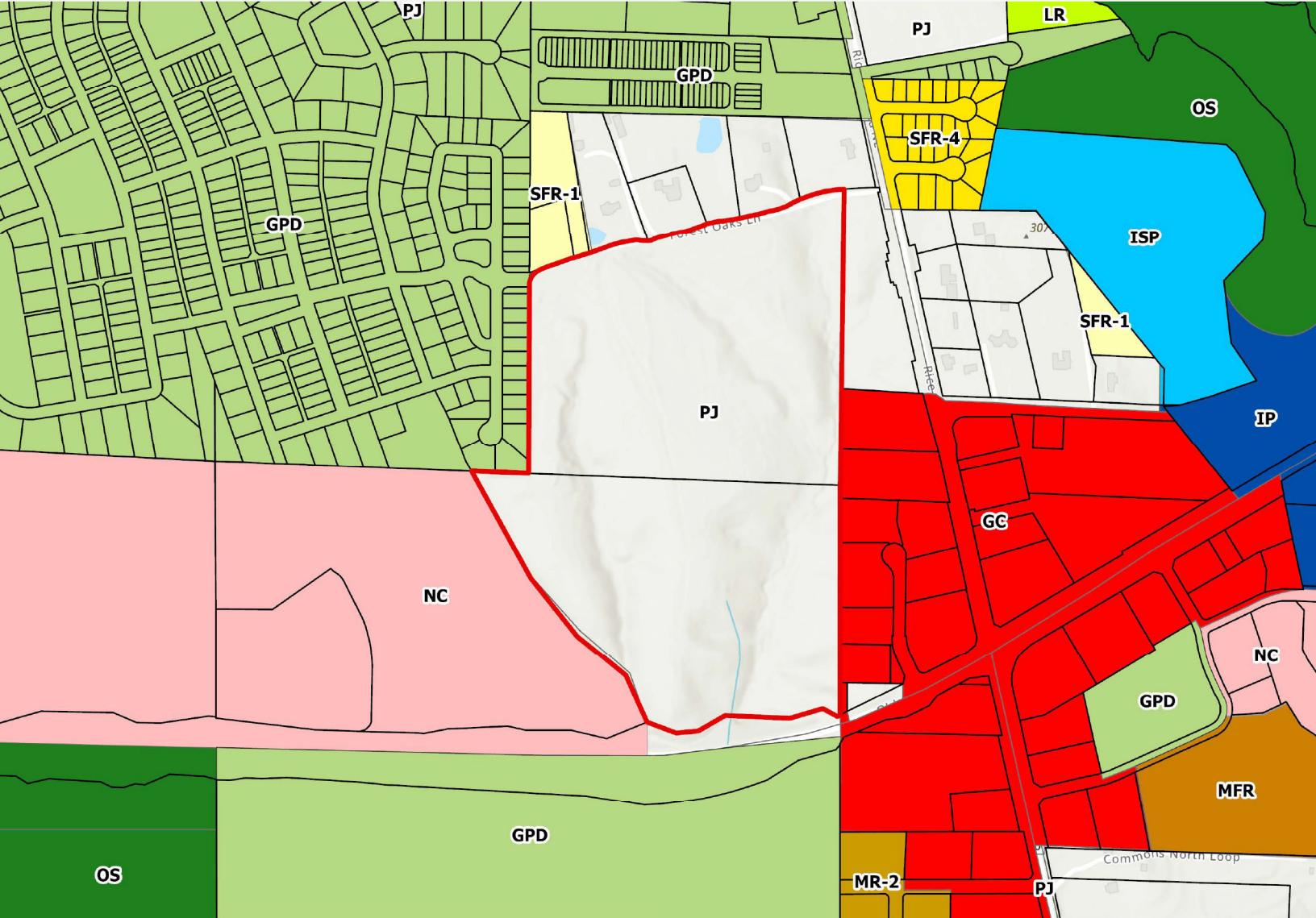


## North of Old Colony Road

1 inch = 500 feet

0 300 600 900 1,200 Feet

N



# Rezoning Application

**Have you had a pre-application conference?**

Yes  No

*A pre-application conference is required prior to submitting for a rezoning request unless waived by the Director of Planning.*

**Pre-Application Conference Date:**

11/21/2024

## Property Information:

**Site Address:**

Ol' Colony Road & Forest Oaks Lane

Address Line 1

Tuscaloosa

Alabama

City

State

35406

Zip Code

**Parcel ID:**

63-21-09-31-3-001-001.000 & 63-21-09-31-2-001-005.000

**Total Acres:**

57

**Number of Existing Lots:**

0

**Number of Proposed Lots:**

168

**Current Zoning:**

Not in City Limits

**Proposed Zoning:**

General Planned Development (GPD)

**Current Land Use:**

Vacant

**Proposed Land Use:**

Residential

## Detailed Description of the Proposed Request, Including Reason for Rezoning:

Rezoning required for the proposed Planned Development "Brixton Village" as outlined in the application package and as previously unanimously approved on April 8, 2025.

Example: rezoning from SFR-3 to SFR-4 to construct a duplex

## Applicant Information:

**Applicant Name:**

Chloe

First

Kelly

Last

**Is the applicant also the property owner?**

Yes  No

## **Property Owner Information:**

*(if different than applicant)*

**Property Owner Name:**

Stipe Properties	LLC
First	Last

12/17/2025

City of Tuscaloosa Planning Department  
Tuscaloosa Planning Commission  
Tuscaloosa City Council  
2230 7th Street  
Tuscaloosa, AL 35401

**Re: Resubmittal of Previously Approved Application – Brixton**

To Whom It May Concern:

On behalf of the Developer, we respectfully submit the enclosed application package for the proposed Brixton Subdivision, consisting of approximately 57 acres located at 580 Old Colony Road, which is identical to the application originally submitted on January 27, 2025, for the proposed subdivision referenced in the attached cover letter.

As a matter of record:

- The application was **unanimously recommended for approval** by the Planning Commission on **February 17, 2025**.
- The application was subsequently **unanimously approved by the Tuscaloosa City Council on April 8, 2025**.
- The following variances pursuant to City of Tuscaloosa Subdivision Regulations were granted as a part of the GPD approval:  
    Lot Configuration and Maximum Cul-de-sac Length
- Following these approvals, the Developer proceeded in good faith and received an Army Corp of Engineers Nationwide Permit Number SAM-2025-00731 for the proposed project and submitted construction plans to the City on November 18, 2025, for review and processing, which as of 12/16 the City staff has reviewed and provided comments on.

It has since come to our attention that, due to an administrative error, the annexation of the subject property was not completed properly. In order to comply with Alabama Statute §11-52-85, the Developer is required to resubmit the previously approved development application.

Please note the following important clarification:

There are no **changes, revisions, or iterations whatsoever** from the application and Development Agreement that was previously reviewed, recommended for approval, and approved. The submittal remains exactly as originally endorsed by both the Planning Commission and the City Council.

We respectfully request that the Planning Department, Planning Commission, and City Council accept this resubmittal as a procedural requirement necessary to correct the annexation error and allow the project to proceed in accordance with all applicable statutory requirements.

Thank you for your time and assistance. Please do not hesitate to contact us should any additional documentation or clarification be needed.

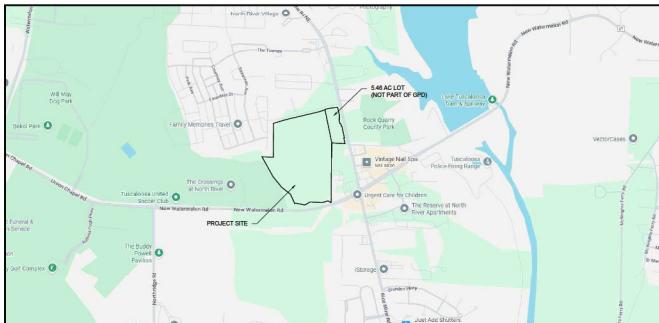
Sincerely,



Chloe Kelly  
Director of Operations, Single Family Residential

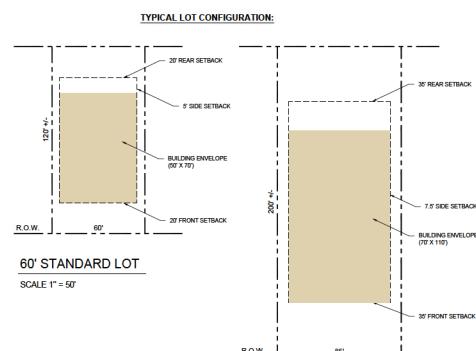
Will Lowery  
Managing Director, Single Family Residential





VICINITY MAP

NOT TO SCALE



60' STANDARD LOT

SCALE 1" = 50'

ESTATE STANDARD LOT

SCALE 1" = 50'

OWNERS:  
B8 VENTURES, LLC  
2007 Old Colony Lane, Suite A  
Daphne, AL 36525

APPLICANT & DEVELOPER:  
B8 VENTURES, LLC  
2007 Old Colony Lane, Suite A  
Daphne, AL 36525

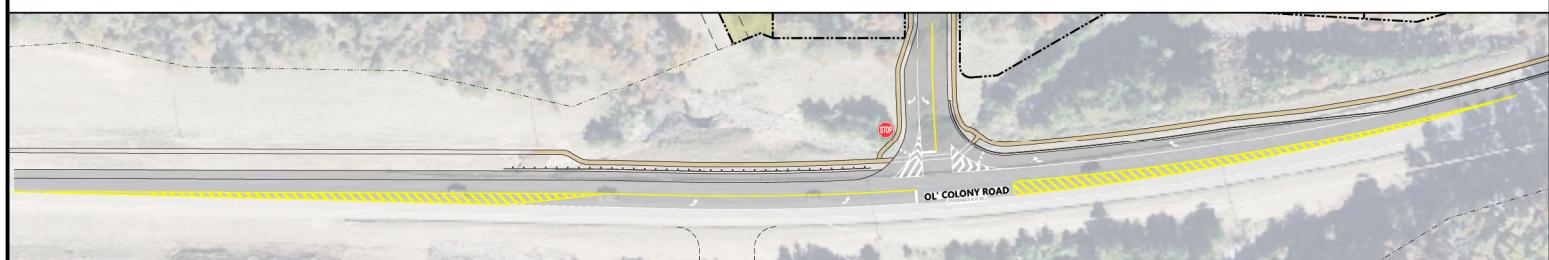
NOTES:

- PROPERTY TO BE SUBDIVIDED = 57.00 AC +/-
- TOTAL PROPERTY UNDER CONSIDERATION = 47.00 AC +/-
- THE PROPOSED SUBDIVISION WILL NOT BE SUBDIVIDED AND WILL BE ANNECTED INTO THE CITY OF TUSCALOOSA, REZONED FROM SPR-1 TO GPD, AND DEVELOPED AS A GENERAL PLANNED DEVELOPMENT.
- PROPERTY TO BE SERVED BY THE CITY OF TUSCALOOSA WATER AND SEWER
- PART OF THE PROPOSED SUBDIVISION LIES WITHIN A SPECIAL FLOOD AREA AS PER FEMA MAP 0125202405, EFFECTIVE DATE 1/1/2014.
- THE PROPOSED SUBDIVISION LIES WITHIN THE CITY OF TUSCALOOSA TAX ASSESSOR DATA AND IS NOT BASED ON FIELD-RUN DATA.
- EXISTING SANITARY SEWER INFORMATION TAKEN FROM CITY OF TUSCALOOSA 2009 MAP.
- THE SUBJECT PROPERTY IS LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 9 WEST.
- SOURCE OF TITLE DEED BOOK 2009 PAGE 2322
- STORM DRAINAGE EASEMENTS AND STORMWATER DETENTION AREAS SHALL BE PRIVATELY MAINTAINED BY THE OWNER.
- NO PUBLIC SIDEWALKS OR DIRECT ACCESS TO OLD COLONY ROAD OR FOREST OAKS LANE.
- ALL PROPOSED STREETS WILL BE CITY OF TUSCALOOSA PUBLIC STREETS.
- ALL LOTS SHALL HAVE MINIMUM TWO OFF-STREET PARKING SPACES.
- DENSITY = 2.5 UNITS PER ACRE = EXCLUDES 5.46 ACRES ALONG RICE MINE ROAD.
- OPEN SPACE = 19.2 ACRES = 33 % OF GPD - EXCLUDES 5.46 ACRES ALONG RICE MINE ROAD.
- THE PROPOSED ANNEXATION WILL INCLUDE ALL OF THE FOREST OAKS LANE RIGHT OF WAY.

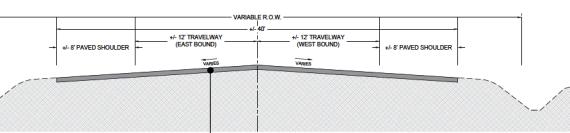
VARIANCE REQUESTS:

LOT CONFIGURATION: THE APPLICANT REQUESTS A VARIANCE FROM THE LOT CONFIGURATION REQUIREMENTS FOR ALL OPEN SPACE AND COMMON AREA LOTS IN ORDER TO MAXIMIZE THE OPEN SPACE AREA FOR THE PROPOSED SUBDIVISION. THE NAVIGATION FEATURES, ROAD FEATURES AND VEGETATION, ABNORMAL LOT CONFIGURATIONS AND OTHER REQUIREMENTS WILL NOT BE VARIANCED.

MAXIMUM CUL-DE-SAC LENGTH: THE APPLICANT REQUESTS A VARIANCE TO THE MAXIMUM CUL-DE-SAC LENGTH REQUIREMENT TO CONSTRUCT A CUL-DE-SAC IN EXCESS OF 100'. THE PROPOSED CUL-DE-SAC AT THE PROPOSED SUBDIVISION WILL BE CONNECTED TO THE CUL-DE-SAC TO THE STEEP TOPOGRAPHY AND LOCATION OF JURISDICTIONAL BOUNDARY. THE PROPOSED CUL-DE-SAC WILL NOT BE CONNECTED TO THE CUL-DE-SAC CANNOT BE CONNECTED TO OTHER ROADS/WAYS WITHIN THE PROPOSED SUBDIVISION.

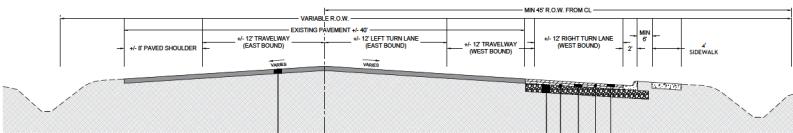


EXISTING ROADWAY CROSS-SECTIONS:

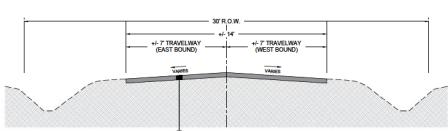


EXISTING STREET SECTION - OLD COLONY ROAD

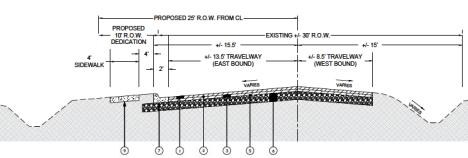
PROPOSED ROADWAY CROSS-SECTIONS:



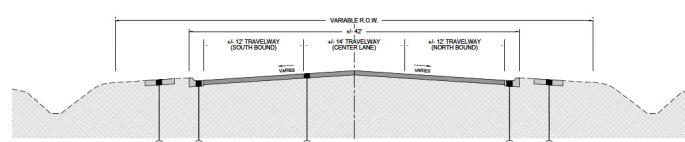
PROPOSED SECTION - OLD COLONY ROAD



EXISTING STREET SECTION - FOREST OAKS LANE



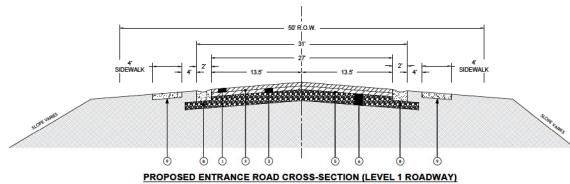
HALF STREET IMPROVEMENTS - FOREST OAKS LANE



EXISTING STREET SECTION - RICE MINE ROAD NE

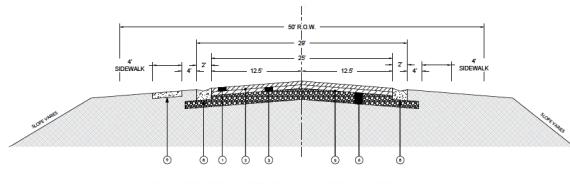
\*NO IMPROVEMENTS PROPOSED

- Ⓐ IN PLACE: EXISTING ASPHALT ROADWAY
- Ⓑ IN PLACE: CURB AND GUTTER
- Ⓒ IN PLACE: EXISTING SIDEWALK
- Ⓓ IN PLACE: EXISTING UNPAVED SURFACE (UNWELDED CRUSHED AGGREGATE)
- Ⓔ SUPERFACED STURMUS CONCRETE WHEELARING SURFACE, 1/2" COMPACTED THICKNESS
- Ⓕ TACK COAT (ADHESIVE)
- Ⓖ SUPERFACED STURMUS SURFACE, 1/2" COMPACTED THICKNESS
- Ⓗ SUPERFACED STURMUS SURFACE, 1/2" COMPACTED THICKNESS
- Ⓘ SUPERFACED STURMUS CONCRETE WHEELARING SURFACE, 1/2" COMPACTED THICKNESS
- Ⓛ PRIME COAT (ADHESIVE)
- Ⓜ CRUSHED AGGREGATE BASE, 1/2" (35MM) COMPACTED THICKNESS
- Ⓝ 2" CURB AND GUTTER
- Ⓞ 2" VALLEY GUTTER
- Ⓟ CONCRETE SIDEWALK



NOTE: INCLUDES ENTRANCE ROAD OFF OLD COLONY

ROAD AND FOREST OAKS LANE



NOTE: INCLUDES ENTRANCE ROAD OFF OLD COLONY

ROAD AND FOREST OAKS LANE

Sheet	Date	Description
2 of 3	7/14/2008	Revised per City of Tuscaloosa Staff Comments
	7/14/2008	Revised per City of Tuscaloosa Staff Comments
	7/14/2008	Revised per City of Tuscaloosa Staff Comments
	Drawn By	Checked By
	RTS	Date: 10/07/2008
		File: Brixton Longleaf Master Plan.dwg

68 Ventures

BRIXTON  
GENERAL PLANNED DEVELOPMENT  
SINGLE-FAMILY RESIDENTIAL SUBDIVISION

BRIXTON  
TUSCALOOSA

PRELIMINARY SUBDIVISION PLAT  
BRIXTON SUBDIVISION  
OLD COLONY ROAD  
TUSCALOOSA, ALABAMA

LONGLEAF  
ENGINEERING

11700 N. Street  
Tuscaloosa, Alabama 35405  
(205) 345-5544





# BRIXTON

TUSCALOOSA

A General Planned Development

**Planned Development  
Narrative & Agreement**

# BRIXTON

TUSCALOOSA

## Team

### Developer:

**68 Ventures**

707 Bellrose Avenue  
Daphne, AL  
251-625-1198

### Landscape Architect:



218 N. Alston Street  
Foley, AL 36535  
251-948-7181

## Development Overview

68 Ventures, LLC proposes to construct a single-family residential subdivision, Brixton, North of Ol' Colony Road on the remnant unincorporated "Stipe Property". The subject property is approximately 57 acres bound to the North by Forest Oaks Lane and Ol' Colony Road to the South. The property will be annexed into the City of Tuscaloosa as SFR-1 and rezoned to GPD for the proposed subdivision, to be constructed in four phases.

The proposed development will contain a total of 144 lots to be constructed in four phases. The lots, all of which are single-family home lots for-sale, consist of 60' (width) and estate lots. This equates to a density of 2.5 dwelling units per acre, 38% below the maximum of 4.0 units per acre for an SFR-1 subdivision. While the proposed lot widths and density are consistent with a traditional SFR-4 subdivision, the unique topography, wooded nature and natural streams of this land tract restrict the overall lot size. The development will protect these natural areas as open space, providing passive recreation and scenery for its residents. The proposed lot matrix and density are consistent with surrounding planned developments and will uphold the quality that is desired in this area.

At full build out, the development will have an expected total population of four hundred and fifty residents, providing traditional neighborhood growth in this area, consistent with the City of Tuscaloosa Comprehensive Plan. Given the intense architectural design requirements outlined in the Architectural Guidelines, we anticipate the market to bear pricing homes between \$500k-\$850k.

Primary access to the development will be from Ol' Colony Road. As indicated in the Traffic Impact Analysis, improvements such as a center turn lane, acceleration/deceleration lanes and sidewalks will be constructed to accommodate the proposed access along Ol' Colony Road. A secondary access, as required for emergency vehicle access, will be constructed to connect to Forest Oaks Lane. Forest Oaks Lane will be improved to include half street improvements, as well as additional roadway widening along the Northernmost travel lane. With the improvements to Forest Oaks Lane, the existing gate at the termination of Yorkshire Lane will be removed to allow vehicular and pedestrian access from The Townes to utilize Forest Oaks Lane. This is a requirement of the recorded final plat of The Townes Phase III Section II and the City of Tuscaloosa.

It is anticipated that initial Phase I construction activities will begin during the late Summer of 2026 pending all approvals and be completed by Summer of 2027.

## Amenities

Various amenities are included in Brixton including two dog parks, two pickleball courts, passive recreation and open play space. The development has an overall 19.0 acres of Open Space (33% of the Site).

## Lot Typicals



## Conformity to Development Standards (Article VI)

1. Division 1, Mobility and Connectivity Standards
  - a. Streets and sidewalk facilities will be constructed in conformance with the Master Plan and typical sections shown thereon.
2. Division 2, Off-Street Parking, Bicycle and Loading Standards
  - a. On-street parking will be provided at multiple open space areas per the master plan and will conform with the dimensional standards.
  - b. All lots will contain a two-car garage.
  - c. No bicycle storage or loading required for SFR.
3. Division 3, Landscape and Buffer Standards
  - a. Not applicable per 25-129.a, with exception to 25-129.g.
4. Division 4, Open Space Standards
  - a. Not applicable for SFR, 35% provided.
5. Division 5, Fence and Wall Standards
  - a. All fences and walls will adhere to the standards of this division.

6. Division 6, Exterior Lighting Standards
  - a. Streetlights owned, operated, or maintained by the City, Alabama Power or the Brixton HOA that are located within a street right-of-way or dedicated easement shall not be subject to this division.
7. Division 7, Neighborhood Compatibility Standards
  - a. SFR exempt from this division.
8. Division 8, Form and Design Standards
  - a. SFR exempt from this division.
9. Division 9, Green Building Incentives
  - a. No green building incentives will be pursued.
10. Division 10, Sign and Billboards
  - a. Entrance monument sign will be constructed in general conformance with the rendering included. Building and sign permits will be obtained prior to construction.

### **Additional Stipulations**

1. Brixton PUD will be subject to Architectural Guidelines administered by the Brixton Design Review Committee. Architectural Guidelines are included herein.
2. Proposed Lot Mix shall be as follows:
  - a. 135 - 60' Lots
  - b. 9 - Estate Lots
3. Minimum Building Setbacks shall be as follows:
  - a. Front Setbacks: 60' - 20 feet. Estate - 35 feet.
  - b. Rear Setbacks: 60' - 20 feet. Estate - 35 feet.
  - c. Side Setbacks: 60' - 5 feet. Estate - 7.5 feet.
4. All lots shall have minimum two off-street parking spaces.
5. Storm drainage easements and stormwater detention areas shall be privately maintained by the HOA.
6. All proposed streets will be City of Tuscaloosa public streets.
7. Developer reserves the right to alter the proposed phasing plan and change the order of construction from the proposed plan at a later date.
8. Unless specified herein or on the Master Plan, Brixton GPD will be subject to City of Tuscaloosa Zoning Ordinance as adopted on December 17, 2024, including all subsequent Plats, Phases, and Building Permits.

Developer's Signature



Will Lowery  
Managing Director of Single-Family Development  
68 Ventures, LLC

## FLOORPLAN 1 ELEVATION



Approximate SF: 2,015 SF Beds/Baths: 3/2

# FLOORPLAN 1



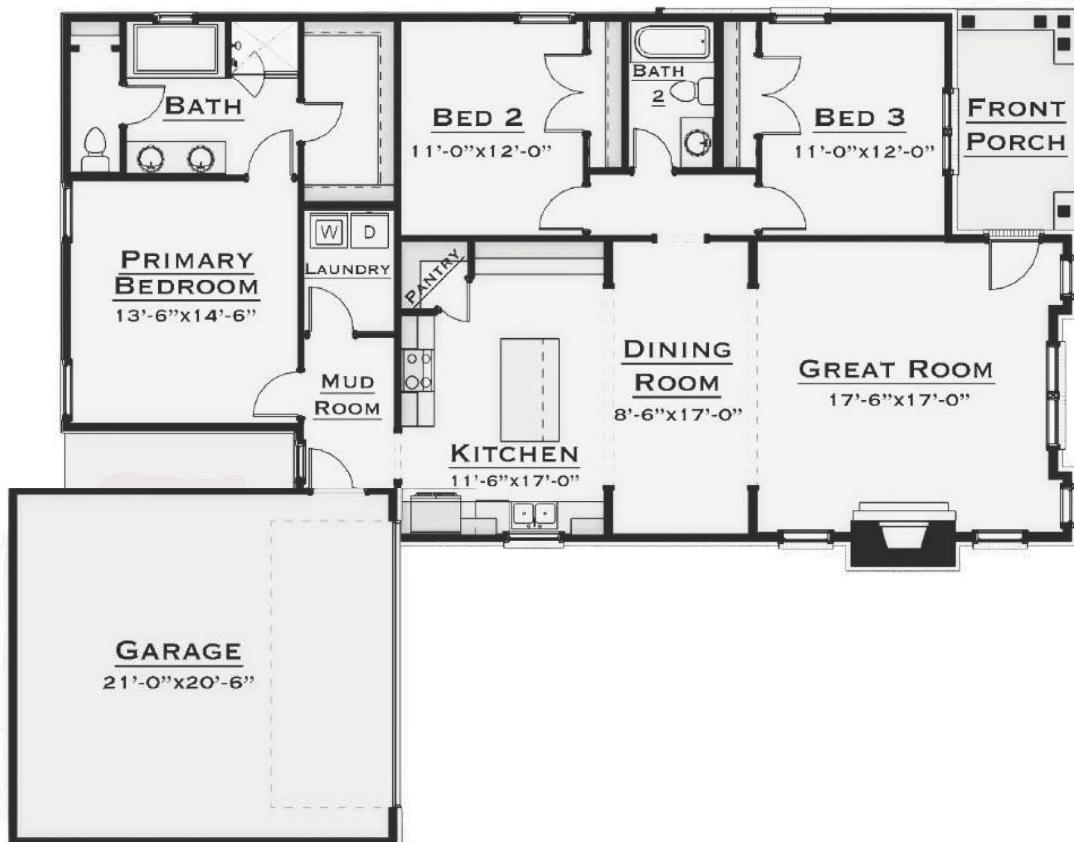
Approximate SF: 2,005 SF Beds/Baths: 3/2

## FLOORPLAN 2 ELEVATION



Approximate SF: 1,800 SF Beds/Baths: 3/2

## FLOORPLAN 2



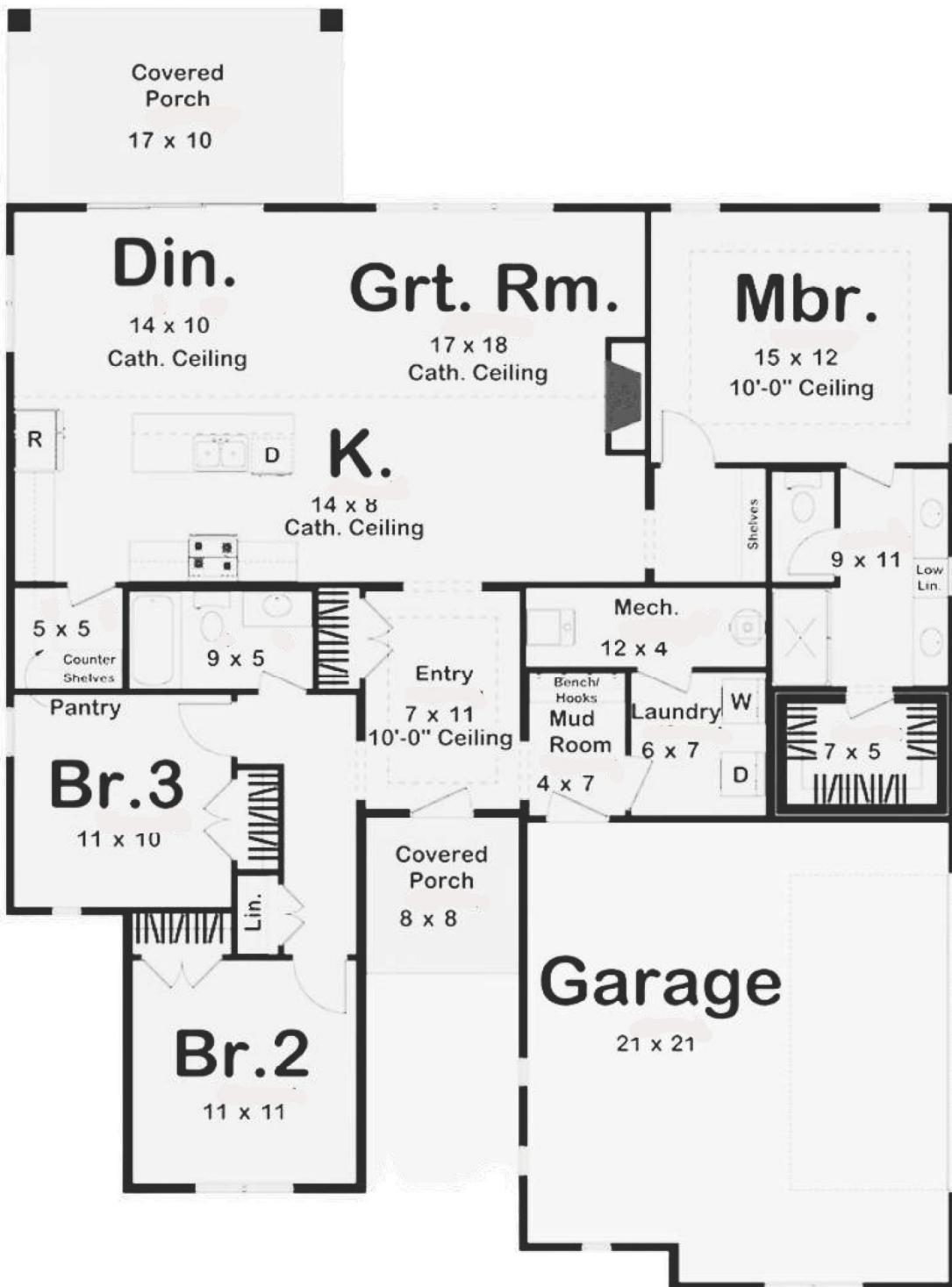
Approximate SF: 1,800 SF Beds/Baths: 3/2

## FLOORPLAN 3 ELEVATION



Approximate SF: 1,800 SF Beds/Baths: 3/2

# FLOORPLAN 3



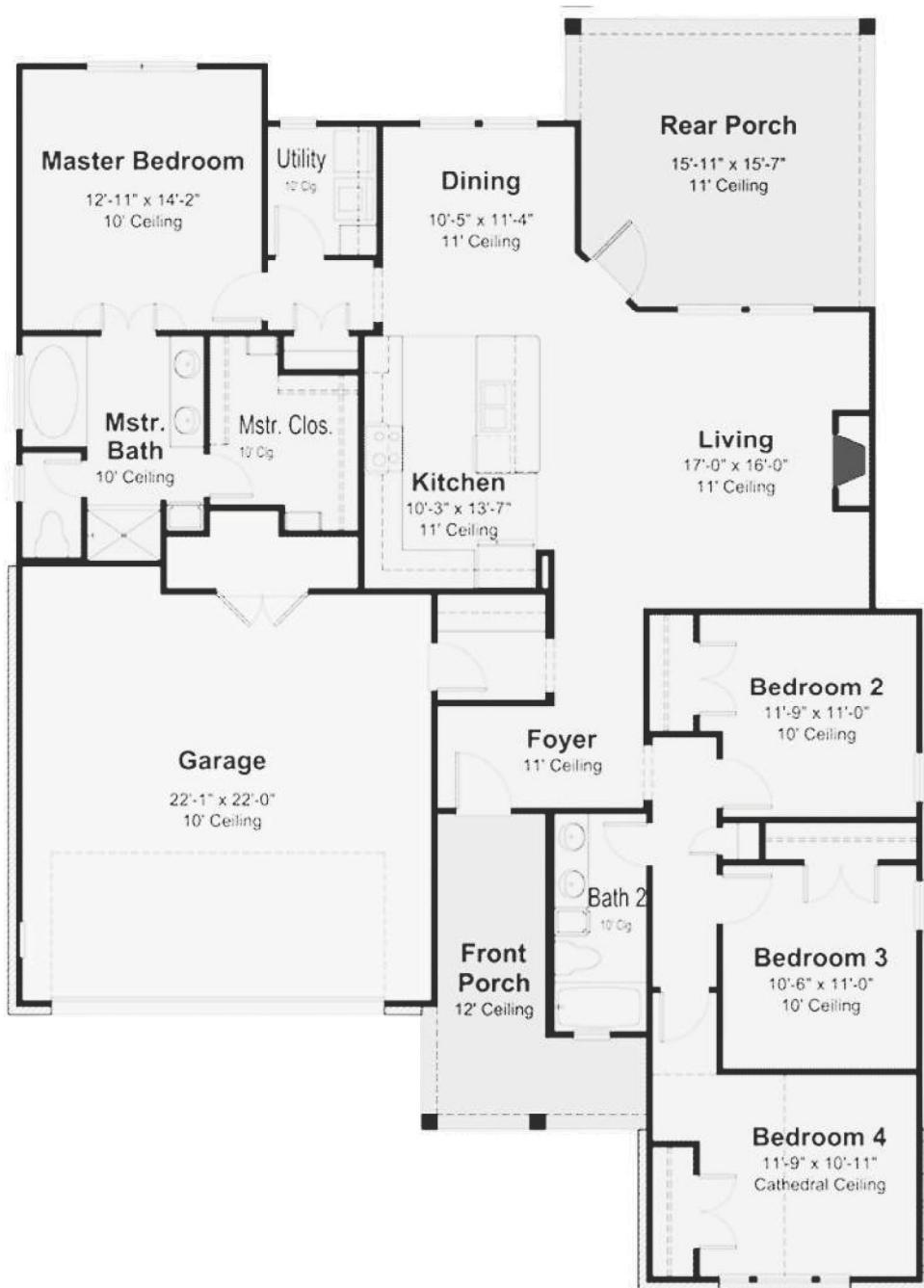
Approximate SF: 1,800 SF Beds/Baths: 3/2

## FLOORPLAN 4 ELEVATION



Approximate SF: 1,800 SF Beds/Baths: 3/2

# FLOORPLAN 4



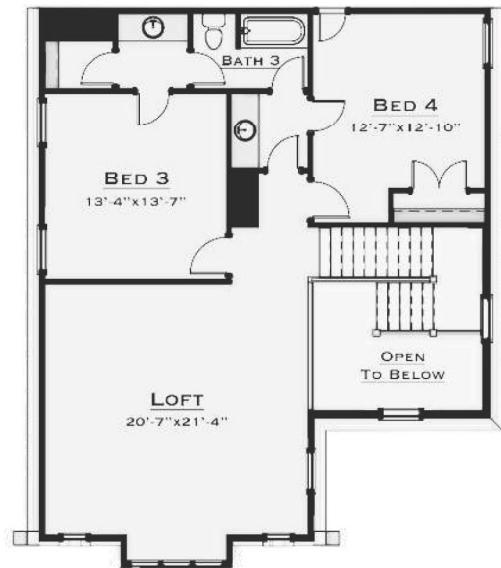
Approximate SF: 1,800 SF Beds/Baths: 3/2

## FLOORPLAN 5 ELEVATION



Approximate SF: 3,038 SF Beds/Baths: 4/3

# FLOORPLAN 5



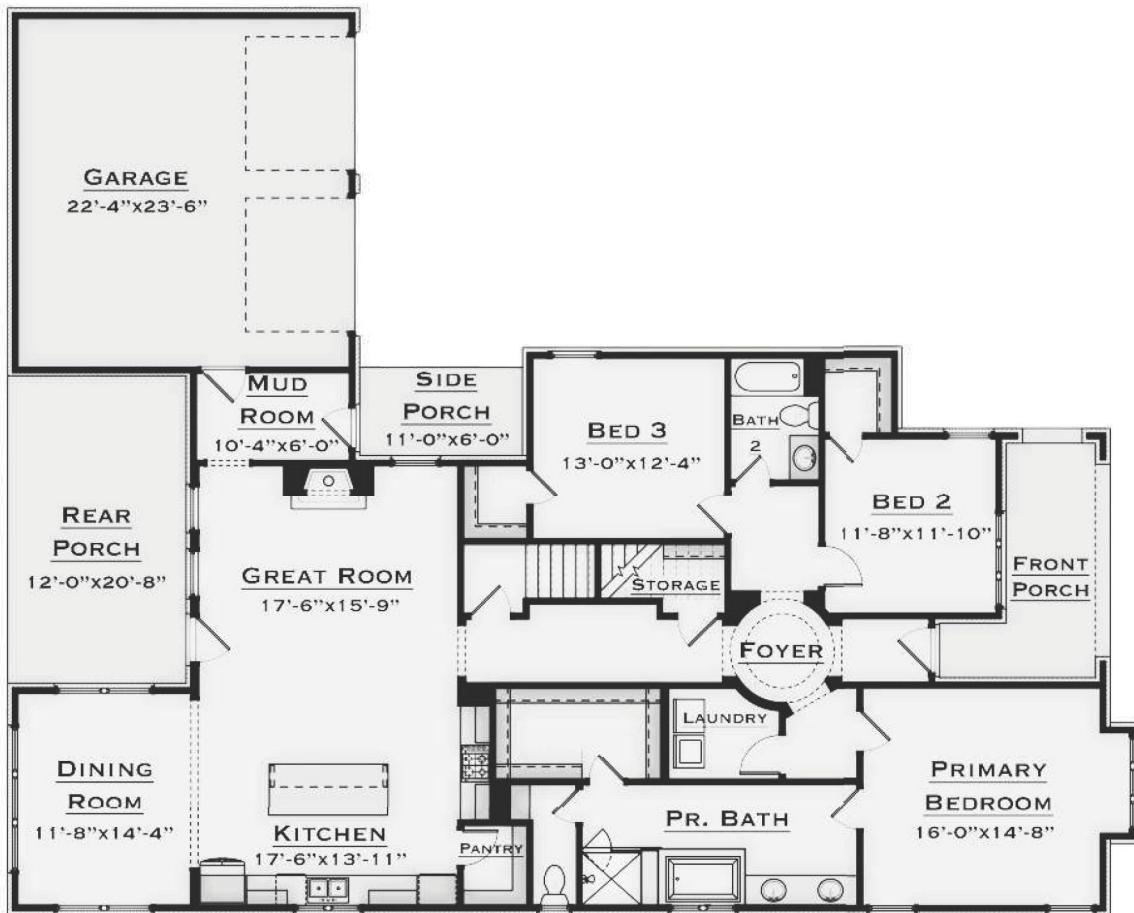
Approximate SF: 3,038 SF Beds/Baths: 4/3

## FLOORPLAN 6 ELEVATION



Approximate SF: 2,254 SF Beds/Baths: 3/2

# FLOORPLAN 6



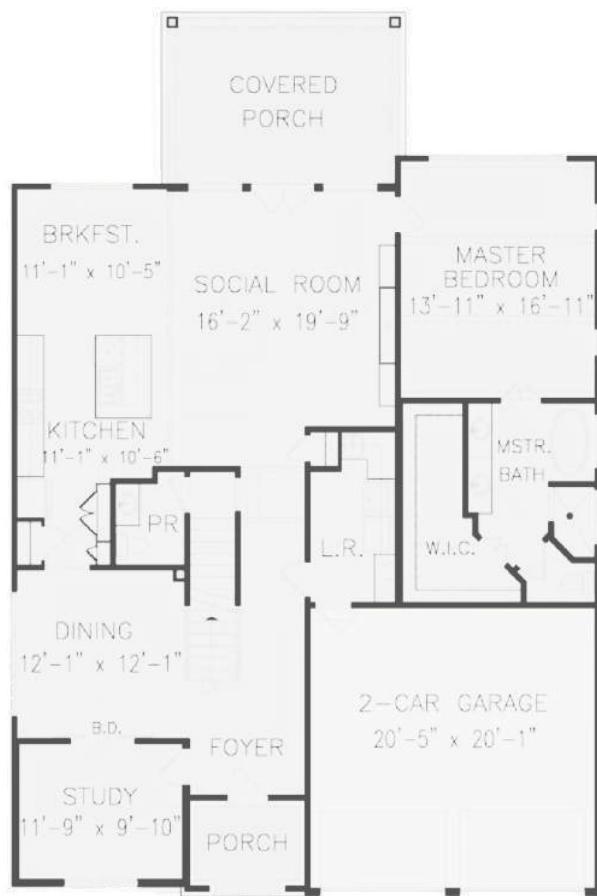
Approximate SF: 2,254 SF Beds/Baths: 3/2

## FLOORPLAN 7 ELEVATION



Approximate SF: 3,104 SF Beds/Baths: 4/4

# FLOORPLAN 7



Approximate SF: 3,104 SF Beds/Baths: 4/4

## FLOORPLAN 8 ELEVATION



Approximate SF: 2,513 SF Beds/Baths: 3/2.5

# FLOORPLAN 8



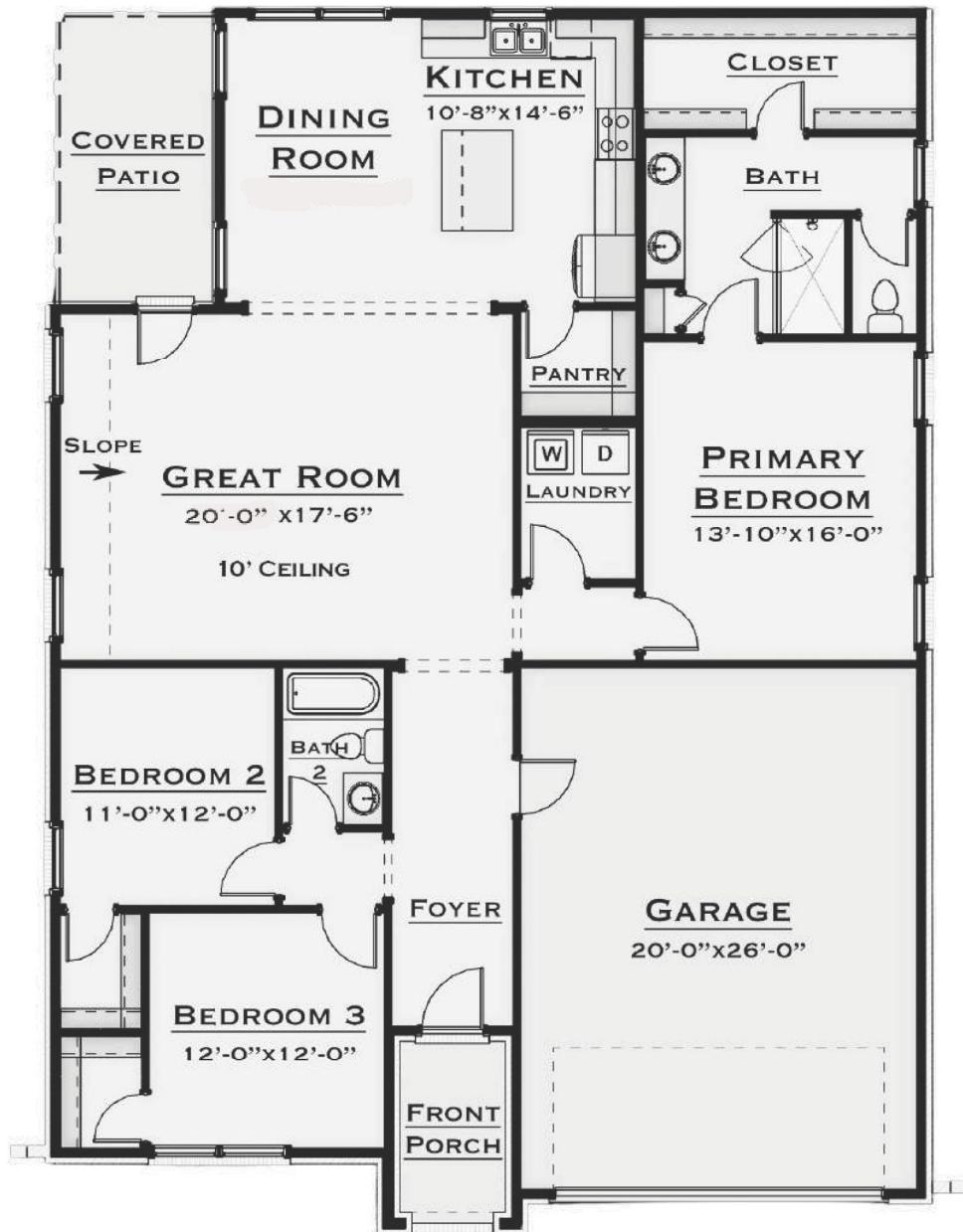
Approximate SF: 2,513 SF Beds/Baths: 3/2.5

## FLOORPLAN 9 ELEVATION



Approximate SF: 1,800 SF Beds/Baths: 3/2

# FLOORPLAN 9



Approximate SF: 1,800 SF Beds/Baths: 3/2

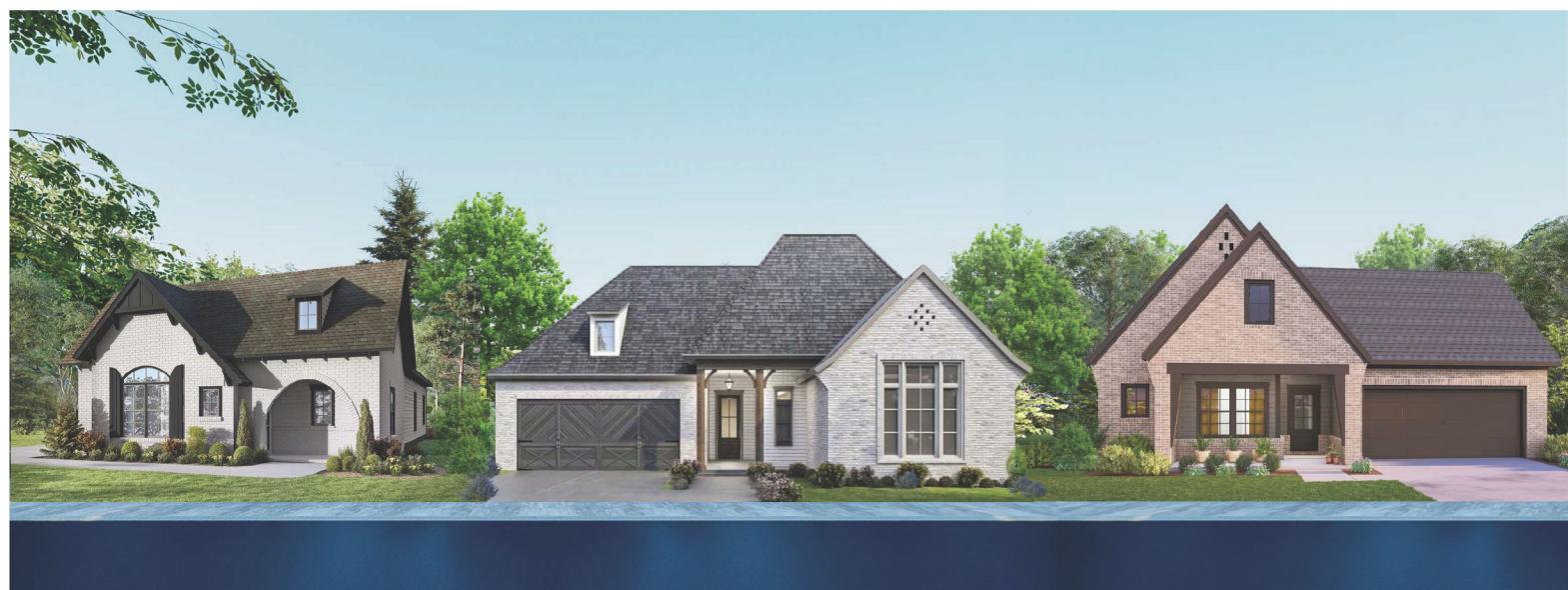


# BRIXTON

TUSCALOOSA

PROPOSED ARCHITECTURAL DESIGN





# BRIXTON

TUSCALOOSA

PROPOSED ARCHITECTURAL DESIGN





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## Mailbox Option 1



## Mailbox Option 2



68 Ventures

## Mailbox Option 3



## Mailbox Option 6





## BRIXTON VILLAGE

Tuscaloosa, Alabama

68 Ventures

(PRELIMINARY)

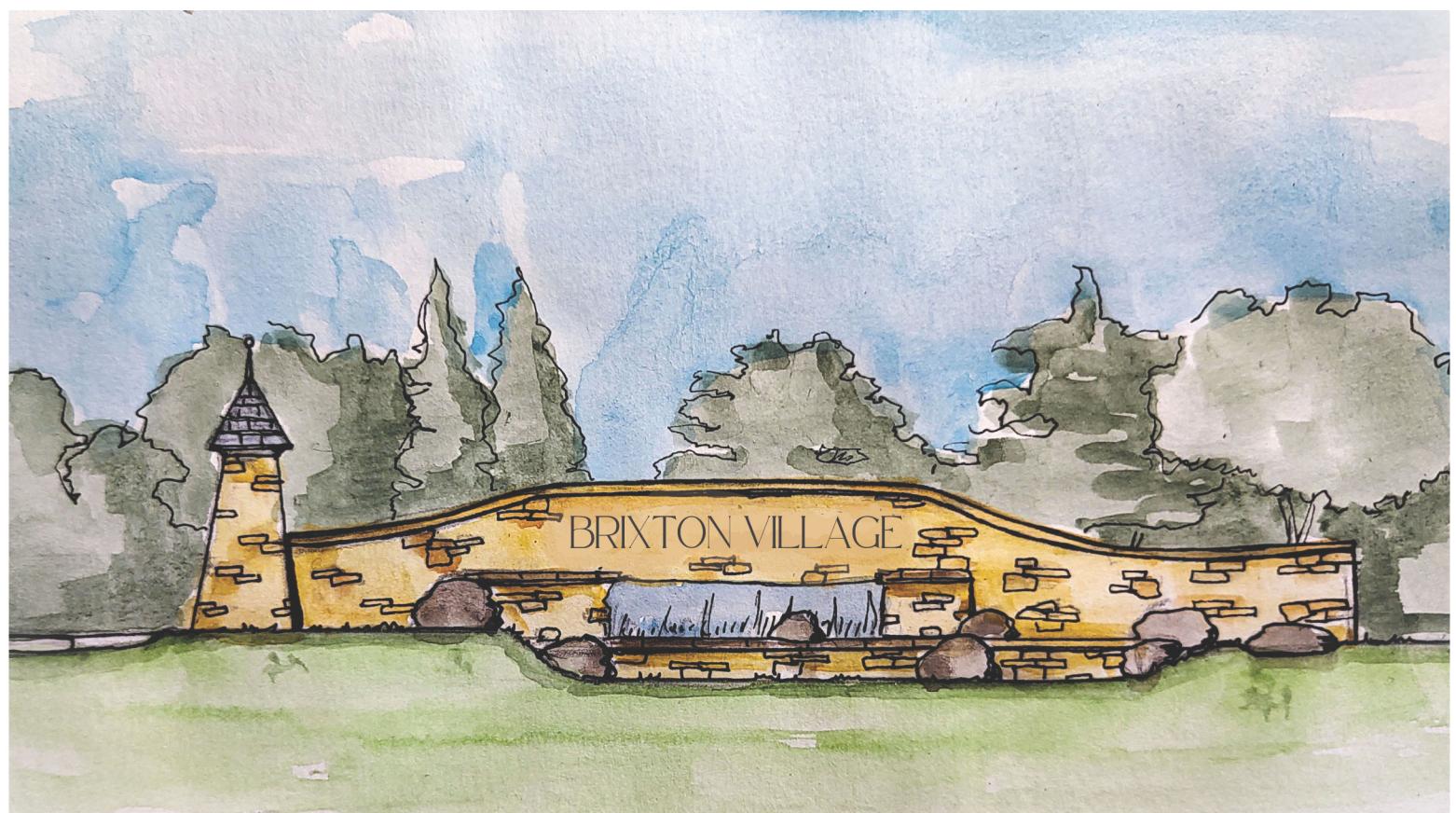
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## BRIXTON VILLAGE

Tuscaloosa, Alabama

68 Ventures



# BRIXTON

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## Proposed Design Review Guidelines

**Design Review Committee.** The Brixton Design Review Committee is the panel established to administer the Brixton Design Guidelines, as established by the Master Deed Restrictions.

The Design Review Committee is outlined as follows:

Robert Isakson – on behalf of 68Ventures

Chloe Kelly – on behalf of 68Ventures

Cat Holladay – on behalf of 68Ventures

**Design Guidelines.** The Brixton Design Guidelines established the plan for the development of Brixton through the regulation of land use, architecture, and environment. The Brixton Design Guidelines are originally adopted by the developer as provided in the Master Deed Restrictions. The Brixton Design Guidelines do not need to be recorded to be effective but shall be available from the Brixton Design Review Committee.

The following guidelines apply:

### APPROPRIATE ARCHITECTURAL CHARACTER

#### VARIETY

- A variety of individual architectural designs with their respective appropriate details, materials and colors are required to create an overall streetscape character. No one house should 'stand-out' in the streetscape. The goal is to create a streetscape and neighborhood of homes which complement each other and the whole.
- Front facing roofs must be varied in roofline treatments.

#### FACADE DESIGN

- All materials proposed for exterior veneer must receive prior written approval of the DRC (Design Review Committee).
- Appropriate materials to use for veneers include brick, stone, and cement board siding.
- Fiber cement board siding and shakes is acceptable (smooth finish is preferred).
- Vinyl siding is a prohibited dwelling facade veneer.

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- Combining materials is acceptable if one material is the majority field material and appropriate to the house's architectural style.
- Walls shall show no more than two veneer materials in each plane.
- The front facing garage, if applicable based on orientation, on homes shall not constitute more than forty-two percent (42%) of the residential facade (as measured from the outside edge of garage doors, not including the frame). The front facade or elevation of a home will face and shall be parallel to the primary street.
- Any elevation that faces a street or public space shall be considered a front facade.

### MAIN ENTRIES AND DOORS

- Main Entrance door(s) must be appropriate in design to the architectural style of the house of proper scale and proportion.
- The front door should be readily recognizable from the street.
- The primary entrance (front door) to a home shall embody the character, scale, proportion and detail of the overall house and its appropriate architectural style. The entry shall be easily identifiable from the street. A walkway of an approved material shall extend from the driveway to the steps, stoop, or porch of the entry. When a porch is not provided, the entry shall provide at least minimal protection from the elements.

### EXTERIOR MATERIALS

- Approved veneer materials are brick, stone, wood siding, wood shingles, man-made stone, cementitious siding or shakes as approved by the DRC. When siding or shakes are used for most of the wall surface, a brick or stone base is required. Aluminum siding, E.I.F.S. or 'soft coat stucco' is not permitted. Materials may be combined in a single home, but a single material shall cover the majority of the home, including three-sided brick required on front and side facades.
- The use of approved brick and brick colors shall be appropriate to the house's architectural design. If natural stone is used, the color and pattern shall be appropriate to the home's architectural design. All stone shall be reviewed and approved by the DRC.
- Approved roof materials include pre-finished standing seam metal or copper, slate or synthetic slate, wood shingles or shakes, or dimensional asphalt or dimensional fiberglass shingles.
- All entry and window trim, soffits, facias, cornices, and similar architectural trim elements shall be constructed of painted wood, or an alternate material approved by the DRC. Vinyl or aluminum is prohibited.
- The porch flooring shall consist of wood decking for front or rear porches. Concrete and other synthetic materials may be used upon approval from the DRC. Wood decking shall be painted or stained in an appropriate color approved by the DRC. Concrete porches are encouraged to have brick edging.



## Proposed Design Review Guidelines

### COLOR PALETTE

- The palette of materials and colors for any building or improvements shall be submitted for approval by the DRC before construction.

### GUTTERS AND DOWNSPOUTS

- Gutters and downspouts shall be copper, painted galvanized, or prefinished aluminum color to match trim.
- Downspouts shall be round or rectangular as appropriate to the house's architectural design.
- It is preferred that all downspouts be located on the side or rear of the house.
- Gutter materials shall be copper, painted galvanized metal or baked enamel aluminum.

### FINISHED FLOOR & CEILING HEIGHT

- First floor ceiling heights shall be a minimum of 9'-0" and second floor ceiling heights shall be a minimum of 8'-0" unless otherwise approved by the DRC.

### ENTRIES, PORCHES & DOORS

#### PORCHES

- Porches are encouraged when appropriate to the overall architectural character and style of the home. Porches shall serve as part of an entry element and/or an outdoor living space.
- Front, side and wrap-around porches are encouraged (when in keeping with the architectural style of the house) but not required.

#### DOORS, SIDELIGHTS AND TRANSOMS

- Front entrance doors will be designed or selected to complement the design, style and character of the entry and the overall home's architecture.
- If used, sidelights shall match the design of the entrance door.

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## Proposed Design Review Guidelines

### **WINDOWS, SHUTTERS & DORMERS**

#### **WINDOWS**

- Window types, sizes, style, trim and location shall be appropriately designed and selected to be compatible with the home's overall design, style and character.
- Windows shall be vertically proportioned and head heights shall be in proper proportion to the house's scale and mass.
- Undersized, short or 'trendy' multi-arched or shaped windows are not permitted.
- Window size, style and type shall be consistent on all sides or facades unless otherwise approved by DRC.

#### **SHUTTERS**

- Shutters shall be made of wood or masonry product that is appropriately sealed and painted.
- When shutters are used, they shall be appropriate to the architectural design and style of the home. Shutters shall be sized to match the window opening.
- Shutters for double or grouped windows are not permitted unless approved by the DRC.

#### **DORMERS**

- Dormers shall be composed as a secondary architectural element or form used in a functional or nonfunctional fashion to complement the primary form of the main structure. The mass and composition shall be composed in an understandable and straight forward manner and shall maintain the character and style of the design.
- Typically, dormer roofs shall be hipped, gabled, shed, or arched depending on the characteristics of the main house style.
- Dormers should be used only as appropriate to the style of the house and complimentary to the main form of the house.

#### **COLUMNS**

- Column styles, width and proportions must be appropriate to the architectural style of the house design.
- All columns should be of wood, masonry, or a composite material and properly flashed to allow for a long-lasting waterproof condition.

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## Proposed Design Review Guidelines

### **FENCES AND WALLS**

#### **FENCES**

- All fences must be one or an approved combination of the following materials: wood, cast iron, black aluminum, stone or brick.
- No fences will be permitted in front yards.

#### **SIDE YARD FENCING**

- Side yard fences adjacent to streets or common open space will maintain the style and quality standards of the front yard fence.
- Side yard fences between lots may be up to 6' tall and 100% solid with an appropriate cap detail.
- Fences along a common lot line do not require a setback.
- Additionally, new fences on adjacent lots are encouraged to abut, preventing a gap between fences.
- Side yard fencing is the primary means of creating private yards.
- Privacy fencing should be 6' in height.

#### **REAR YARD FENCING**

- Rear yard fences along a lane will be complimentary but simplified in design compared to the front and side yard fences and shall not exceed 6' total height. Fences along the rear yard lot line do not require a setback preventing a gap between fences. Solid fences shall have decorative cap detailing.

### **YARD DESIGN**

#### **FRONT YARD**

- Front yards shall contain, at a minimum, lawn or other groundcover, shrubbery, and perennials and/or annuals as approved by the DRC.

#### **PLANT SELECTION**

- Plant materials that can survive on normal rainfall or that require minimal irrigation are recommended.

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- Highly invasive non-native plant species should be avoided due to their aggressive growth characteristics.
- Plants that complement and accent the site and its architecture are preferred.

### YARD TREES

- One flowering or specimen tree per lot is strongly encouraged.
- Canopy trees are encouraged within the private areas of the lot.

### LANDSCAPING

#### LANDSCAPE

- All yards throughout the development will be planted with Bermuda Grass unless otherwise approved by the DRC.
- All air conditioning units, refuse containers, meters, etc. will be screened by landscaping or appropriate fences, walls, etc.
- The builder for each individual lot will be required to install sod in the grass strip at the street for the length of the lot frontage.
- No synthetic or artificial materials shall be used for the landscaping of a residence.
- The Builder for each individual lot shall be required to install a street tree.
- Acceptable trees: Maple, River Birch, American Beech, Dogwood, Red Cedar, Southern Magnolia, Ginkgo and Bald Cypress

### PAVERS

- Pavers may be used for ramps, open spaces, patios, landscape edging, decorative walls and fences, retaining walls, stairs, plazas, and vehicle use areas including parking courts and driveways.

### OUTBUILDINGS

- Prefabricated metal outbuildings are not acceptable.
- Outbuildings (tool sheds, playhouses, etc.) appropriate to the style of architecture of the main house are acceptable subject to the approval of the DRC. Accessory structures such as play sets or dog houses may be permitted but must receive written approval of the DRC prior to installation or construction.

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### EXTERIOR LIGHTS

- Lights on the home visible from adjacent right-of-way must match the character and architectural style of the house.
- Architectural or landscape lighting is subject to DRC approval.

### HARDSCAPE

- Acceptable walkway and driveway materials include broom finish natural concrete, stamped concrete, brick, stone (slate pavers) or approved combination.
- All proposed materials require DRC approval except natural concrete.
- Unacceptable walkway and/ or driveway materials include exposed aggregate concrete and asphalt paving.

### MAILBOXES/GARBAGE CONTAINERS/MISCELLANEOUS ITEMS

- The builder or homeowner will use mailboxes as selected and approved by DRC.
- Garbage containers, AC Unit Compressors, electric and gas meters, etc., will be screened with either fences, walls, or landscape screening.
- Free-standing flagpoles are unacceptable.
- No signs, billboards or advertising structures are permitted on any lot.
- Clotheslines are prohibited.
- Cables, conduit, and other such wiring may not be exposed.

### STREETSCAPE

- Buildings will define the streetscape through the use of generally consistent setbacks.

### BUILDING ORIENTATION

- Buildings will be sited towards and relate to the street. The primary orientation of corner lots for the purpose of establishing front entries will be determined by the DRC.

### PAVING

- All paving materials for front walks and driveways including toned or colored concrete or masonry pavers must be approved by the DRC.

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### **UTILITY/EQUIPMENT**

- Electrical and gas utility meters and A/C compressors will be unobtrusively located toward the rear of house and screened from public view by landscaping or appropriate fencing. Transformers on individual lots will be screened with landscaping to minimize visual impact.

### **OTHER SITE ISSUES**

- Satellite dishes, antenna and play equipment must be located out of public view and must be approved by the DRC. Pools, spas and accessory structures will match or compliment the home design and detailing and must be approved by the DRC. No prefabricated storage buildings are allowed.

### **TREE PRESERVATION**

- A site-specific survey will be conducted, and heritage trees will be preserved from removal or damage.
- Removal of any trees to be permitted with the City of Tuscaloosa, as applicable, and must be approved by the DRC.

**DECLARATION OF EASEMENTS, COVENANTS AND**  
**RESTRICTIONS FOR BRIXTON**

**STATEMENT OF PURPOSE**

A. The Developer is developing on real property located in the City of Tuscaloosa, Tuscaloosa County, Alabama, a traditional neighborhood development to be known as Brixton. By execution of this Declaration, 68V Brixton 2024, LLC hereby accepts all the easements, restrictions, terms and conditions set forth herein.

B. This Declaration is intended to provide for the maintenance and operation of the Development.

C. The Development is subject to Master Deed Restrictions, to be recorded in the Probate Office of Tuscaloosa County, Alabama. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Brixton.

D. The Developer records this Declaration to establish an owner's association, to enhance community life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self- governing of the Development by its owners.

**DECLARATION**

The Developer is the owner of all of the property described on the Plat and Plan. Developer does hereby declare that the Property contained in the Development shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall run with the land and which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Development (including any right to utilize the Common Areas), and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**ARTICLE I**  
**Definitions**

**1.1 Articles.** "Articles" means the Articles of Incorporation of the Association, which are attached as Exhibit "A" to this Declaration.

**1.2 Assessments.** "Assessments" is the collective term for the following Association charges:

(i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.

(ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel.

(iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

**1.3 Association.** "Association" means Brixton Owner's Association, Inc., an Alabama nonprofit corporation, its successors and assigns. The Association is responsible for maintaining the Development and enforcing the Declaration.

**1.4 Board.** "Board" is the Board of Directors of the Association.

**1.5 Builder.** A "Builder" includes all builders permitted to construct residential as hereinafter defined, within Brixton.

**1.6 Building.** "Building" is any residential, mixed-use or commercial building constructed on any Parcel.

**1.7 Bylaws.** "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws is attached as Exhibit "B" to this Declaration.

**1.8 Common Area.** "Common Area" is the real property which is specifically conveyed to the Association for the common use and enjoyment of all Owners, as designated on the Plat and Plan. "Common Area" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Common Area. The Common Area may include areas dedicated to the public, to the extent that the Association agrees to maintain or is required by this Declaration to maintain such property. The Common Area may be reconfigured, increased or decreased from time to time by the Developer, the Developer or the Association, subject to any required governmental approvals. The Association shall not be dissolved, nor shall it dispose of any Common Area, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Area, and the conditions of a transfer shall conform to the approved site plan.

**1.9 Common Maintenance Parcels.** The term "Common Maintenance Parcels" includes all of the following Parcels within the Development:

**1.10 Common Maintenance Area.** A Common Maintenance Area comprises Common Maintenance Parcels that are similar in type of construction and services to be provided. A Common Maintenance Zone may include multiple parcels and does not need to be contiguous.

**1.11 Common Roads.** "Common Roads" are the streets and alleys located within the Development that are intended for automobile traffic. Most of the Common Roads are intended to be dedicated to the public. Any Common Roads not dedicated to the public shall be part of the Common Area.

**1.12 Declaration.** "Declaration" is this Declaration of Easements, Covenants and Restrictions for Brixton, as amended, supplemented, extended, restated or modified from time to time.

**1.13 Design Guidelines.** The "Design Guidelines" or "Brixton Design Guidelines" establish the plan for the development of Brixton through the regulation of land use, architecture and environment. Brixton Design Guidelines are originally adopted by the Developer as provided in the Master Deed Restrictions and may be amended from time to time. Brixton Design Guidelines do not need to be recorded to be effective but shall be available from Brixton Design Review Committee.

**1.14 Design Review Committee.** The "Design Review Committee" is the panel established to administer Brixton Design Guidelines, as established by the Master Deed Restrictions.

**1.15 Developer.** The "Developer" is 68V Brixton 2024, LLC, an Alabama limited liability company, its successors and assigns.

**1.16 Development.** "Development" includes all of the property made subject to the Master Deed Restrictions and to this Declaration. Brixton initially comprises the area depicted and described on the Plat and Plan. However, land may be added or withdrawn in accordance with the terms of the Master Deed Restrictions.

**1.17 Development Period.** The Development Period begins immediately upon recording of the Master Deed Restrictions and continues so long as the Developer owns at least ten (10) Parcels or holds at least five (5) Parcels for sale in the normal course of business. During the Development Period, the Developer shall be exclusively entitled to take various actions and vote on all matters to be voted on by the Members of the Association and shall have the exclusive right to vote on matters before the Association, unless the Developer has informed the Association in writing that it has relinquished that

right.

**1.18 Lot.** A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat or plats of Brixton.

**1.19 Master Deed Restrictions.** The Developer, as the grantor of deeds within Brixton, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds granted within Brixton, are intended to ensure the proper application of Brixton Design Guidelines during the development stage and to impose other restrictions designed to further the development of the community.

**1.20 Member.** Each Owner is a "Member" of the Association, as provided in Article VI of this Declaration.

**1.21 Mortgagee.** A "Mortgagee" is any institutional lender that holds a bona fide first mortgage or a purchase money junior mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

**1.22 Owner.** "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation nor does it include any lessees.

**1.23 Parcel.** A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), or a Special Use Parcel. Ordinarily, Parcels are designated as numbered separately identifiable Lots on the recorded Plat. Once improved, the Parcel includes any Buildings or other permanent improvements.

**1.24 Plat and Plan.** The "Plat and Plan" means the recorded plat of Brixton, to be recorded, at Pages through in the Probate Office of Tuscaloosa County, Alabama, and by this reference made a part hereof. Plat and Plan also includes any amendment to the recorded plat.

**1.25 Supplemental Declaration.** "Supplemental declaration" is any declaration that may be recorded by the Developer or the Association.

## ARTICLE II

### Property Comprising the Development

## **2.1 Property Subject to this Declaration.**

(a) Initial Property. The property initially subject to this Declaration shall be known as "Brixton," and shall consist of the area depicted on the Plat and Plan.

(b) Additional Property. The Developer may, from time to time in its sole discretion, add any additional qualified property to Brixton by the recording of a supplemental instrument submitting the qualified property to the Master Deed Restrictions and to this Declaration. Any of the following properties, if owned by the Developer or with the consent of the owner and the Developer, shall be considered qualified properties:

(i) Any other property with a reasonable relationship to Brixton.

**2.2 Withdrawal of Property.** Property may be removed from the Master Deed Restrictions or this Declaration with the consent of the Developer and the owners of all property within the property to be withdrawn upon any necessary governmental approvals.

## **ARTICLE III**

### **3.1 Easements**

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Development for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement, the Association and its successors or assigns may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(b) Police Powers. A blanket easement throughout the Development for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply or require that any such service shall be provided.

(c) Drainage. Erosion Controls. A blanket easement and right without a duty on, over, under and through the ground within the Development to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes

the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall have the right, but not the duty, to notify affected Owners (except in an emergency) and shall have the right but not the duty to restore the affected property to its original condition as nearly as practicable. Notwithstanding the foregoing, neither the Developer nor the Association shall have the responsibility to ensure that drainage or grading of Lots is properly accomplished and it shall be the sole responsibility of the Owner to ensure that grading and drainage are in compliance with all applicable laws, codes, regulations and other requirements, including without limitation any easements for drainage.

(d) Encroachment. An easement for any improvements constructed on the Common Area that encroach on any Parcel, whether due to any minor deviation from the Plat and Plan or the settling or shifting of any land or improvements.

(e) Maintenance of Common Area. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Common Area.

## **ARTICLE IV**

### **Common**

### **Area**

#### **4.1 Title.**

(a) Common Area. The Association shall hold title to the Common Area. For those portions of the Common Area that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Common Area. The Developer may convey by deed or lease to the Association additional Common Area that the Association shall accept for maintenance.

#### **4.2 Maintenance; Capital Improvements.**

(a) Generally. The Association shall be responsible for the management, control and improvement of the Common Area and shall keep the Common Area and other approved property attractive, clean and in good repair. In addition, the Association shall maintain all undeveloped land in the Development.

(b) Capital Improvements. Subject to design review, the Association may make capital improvements to the Common Area and may modify the uses of the Common Area. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of

the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

#### **4.3 Owners' Easements of Access and Enjoyment.**

(a) Common Area. The Developer hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Common Area, subject to the Association's right of regulation in accordance with this Declaration and the Developer's right to use the Common Area as provided in Section 4.4 (c), and, subject also to any limitations contained in the conveyance of those Common Area to the Association. Without limiting and notwithstanding the foregoing, the use of certain Common Area may be restricted to certain Owners, including without limitation restriction of use by tenants, or may be conditioned on payment of a fee or other charge. These easements shall be appurtenant to and shall pass with title to every Parcel.

(b) Tenants. Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and any Rules and Regulations passed by the Board, his right to enjoyment of the Common Area to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Common Area recreational facilities by a non-resident Owner whose residential unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant. In addition to any other restriction, the Association may limit the number of guests entitled to use of the Common Area at any one time.

#### **4.4 Use of Common Area.**

(a) Members' Benefit. The Association shall maintain the Common Area for the benefit of its Members. The Association may permit limited use and access to all or a portion of the Common Area that are not dedicated to the public, and may sell club memberships or impose fees applicable to certain portions of the facilities in the Common Area. Any such revenue shall benefit the Association.

(b) Non-Members. Use of all or any portion of the Common Area may be extended to non-Members, with or without memberships or fees. The nature and extent of such use and the imposition of fees, memberships or charges, if any, shall be determined by the Developer or by the Board after the Development period. Any excess revenue received from such use shall benefit the Association.

(c) Open-Air Market and Festivals. The Developer reserves, for itself or its successors and assigns, the right to use portions of the Common Area as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales

structures. Such uses may be for special events or on a recurring or daily basis. Developer also reserves, for itself and its successors and assigns, (i) the right to use portions of the Common Area for festivals or other events intended to benefit the marketing and sale of remaining lots or existing homes and (ii) the right to use portions of the Common Area for festivals or other events intended to enrich and enliven the community. Developer further reserves a right of access through the Common Area for all such purposes. Developer may, but is not obligated to, assign such rights to the Association at any time.

(d) No Commercial Use. Except as specifically permitted by this Declaration, including without limitation the provisions of Section 4.4(c), there shall be no commercial use of the Common Area, nor shall the Common Area be subdivided or sold.

(e) Use. Common Area that are open space may be used for resource protection purposes, passive or active recreational purposes, or for incidental utility uses. Open space areas shall not be occupied by non-recreational buildings, parking areas, streets, or street rights-of-way, nor shall they include the required minimum yards or lots of Building units.

**4.5 Common Road Regulation.** To the extent permitted by the City of Tuscaloosa, the Association may make rules and regulations concerning driving and parking within the Development, and may construct traffic calming devices as approved by the Town Architect, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by the City of Tuscaloosa, the Association may enforce any violation in accordance with Section 10.8 and may tow offenders.

**4.6 Surface Water or Stormwater Management System.** The Association shall have the power and duty to maintain proper drainage within the Development. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Development to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

**4.7 Damage or Destruction of Common Area by Owner.** If any Owner or any of his guests, tenants, licensees, agents, employees or members of his or her family damages any of the Common Area as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be

jointly and severally liable.

**4.8 Limitation of Liability.** The Association shall use reasonable judgment in providing any security, maintaining the Common Area and enforcing any traffic control measures, but neither the Association nor the Developer makes any representation or assumes any liability for any loss or injury.

## **ARTICLE V:** **Community Planning and Administration of** **The Design Guidelines**

**5.1 Master Deed Restrictions.** The Master Deed Restrictions establish Brixton Design Guidelines as the guide for all construction within Brixton, provide for a Town Architect to administer the Design Guidelines, and create Brixton Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Common Area must be approved in advance by Brixton Design Review Committee.

**5.2 Binding Effect.** The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Development. Unless a notice is recorded specifically to the contrary, the submission of additional property to this Declaration shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

**5.3 Assignment to Association.** The Master Deed Restrictions provide for the Developer's enforcement of Brixton Design Guidelines during the Development Period. At the end of the Development Period, the Developer shall assign to the Association its rights to enforce Brixton Design Guidelines, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Developer is unable or unwilling to perform its powers under Articles III and IV of the Master Deed Restrictions, the provisions of Articles III and IV of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing a Town Architect and Members of Brixton Design Review Committee and enforcing all violations of Articles III and IV of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

**5.4 Community Guidelines.** The Community Guidelines are an integral part of Brixton Design Guidelines, whether or not recorded, and are fully enforceable by the Developer, and/or the Design Review Committee as provided in the Master Deed and this Declaration.

## **ARTICLE VI:**

## **Owners' Association**

**6.1 Duties.** The Association shall maintain, repair and replace the Common Area and all undeveloped land in the Development, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Alabama law, by the City of Tuscaloosa and by any other government entities having jurisdiction.

**6.2 Additional Powers.** To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

- (a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water, garbage and trash collection and disposal; laundry equipment or services;
- (b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;
- (c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Common Roads that are not dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Development;
- (d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;
- (e) maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Development, including all undeveloped areas, if its deterioration would affect the appearance of or access to the Development;
- (1) ownership, operation and maintenance of a community computer network or intranet, including without limitation computer systems, software and contracted internet services, to be made available to Members and such other persons or entities as the Board may deem appropriate and subject to such agreements or restrictions as the Board may impose; and
- (g) any other service allowed by law to be provided by a homeowners' association organized under Alabama law.

The Board may, by majority vote, initiate or terminate any of the above services, which

shall take effect sixty (60) days after notice to the Members, except in an emergency, or if a different time is established by the members at the time of the vote. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as Individual Parcel Assessments to affected Parcels, or may be provided on a fee-for- service or other reasonable basis. If requested by petitions signed by at least ten percent (10%) of the Members, a Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not reinstitute or terminate the service for three (3) years unless also approved by majority vote of the Members. Notwithstanding the foregoing, the Board's decision to allow non- Members to use Common Area, including without limitation recreational facilities, shall not be subject to the foregoing repeal procedure.

**6.3 Contracts.** The Association may contract with any party, including the Developer, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Parcel Assessment as applicable. The Association may require that certain Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

**6.4 Membership.** Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

**6.5 Allocation of Voting Interests.** Subject to the rights reserved to Developer in the Articles of Incorporation and Bylaws (which, among other things, provide that only Developer, during the Development Period, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the members of the Association), each Member shall have one vote.

**6.6 Exercise of Vote.** When more than one person holds an interest in any Parcel, all such persons shall be Members. However, the number of votes for that Parcel shall not be increased, and the Members must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

#### **6.7 Election of Board of Directors.**

(a) Procedure. Elections shall be conducted in accordance with the Bylaws

and procedures established by then current Board.

(b) Initial Selection by Developer. The Developer shall appoint and remove the initial officers and members of the Board and may elect a majority of the Board until the earlier of (i) the time required by any Alabama state law or (ii) the termination of the Development Period or (iii) the developer relinquishes this right by written instrument.

## **6.8 Classes of Votes.**

(a) Intent. It is anticipated that a single Owner, alone or with affiliates, may own apartment buildings and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Development includes a significant number of rental units, it is deemed desirable that tenants participate in the operation of the Development.

(b) Block Vote. If, after the end of the Development Period, any Owner, alone or with affiliates, controls at least twenty percent (20%) of the votes of the Association, that Owner shall select one member or twenty percent (20%) of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third (1/3) of the votes of the Association, that Owner shall select two (2) members or one third (1/3) of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner.

(c) Tenants. Tenants within the Development may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period, the number of rental units equals at least one third (1/3) of the total residential units in the Development, then the number of directors shall be increased so that tenants may elect one (1) voting member of the Board of the Association.

(d) Calculation. For purposes of paragraph (b), the calculation of numbers of Board Members shall not include the tenant delegate. For example, if an apartment owner controlled one-third of the votes, the Board could comprise two members elected by the apartment Owner, four members elected by other Owners, and one member elected by tenants.

**6.9 Compensation for Directors.** The Board shall set a reasonable compensation for directors, including any directors appointed by the Developer during the Development Period. Such compensation shall be in accord with amounts generally paid in this area for such services. The directors shall be reimbursed for any expenses they incur.

**6.10 Additional Provisions.** Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

**6.11 Rules and Regulations.** The Board may establish and enforce reasonable Rules and Regulations governing the use of all Parcels and Common Areas. Without limiting the foregoing, the Board may adopt Rules and Regulations which shall govern the use of any of the Common Areas (including, specifically, the use of any of the recreational facilities, if any, situated within the Common Areas), the establishment of bird sanctuaries, wildlife and wildlife areas, the enforcement of all of the terms and provisions of this Declaration, and any Rules and Regulations adopted by the Board and such other matters, including, without limitation, the limitation, restriction or prohibition of application of fertilizers, pesticides, and other chemicals within the Development. Any such Rules and Regulations shall be binding upon all Owners and occupants until and unless such Rule or Regulation is specifically overruled, canceled or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association; provided, however, that no such rules or regulations may be overruled, canceled or modified unless such action is also approved by Developer for so long as Developer owns a Lot or Building subject to this Declaration.

## **ARTICLE VII:** **Decision Making**

### **7.1 Development Meeting.**

(a) When Called. After the Development Period, a Meeting shall be called annually for the election of Members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.7
Approval of General Assessments	Section 8.4
Ratification of expenditures for capital improvements	Section 8.6
Approval of Zone Assessments	Section 8.7
Repeal of Rules and Regulations adopted by the Board	Section 10.7
Amendment of Declaration	Section 13.1
Dedication of the Common Area	Section 13.2
Termination of the Declaration	Section 13.4

Before the termination of the Development Period, the Developer shall appoint the Board and shall decide the above and all other matters related to the operation of the Association.

(b) Quorum. Voting at a Meeting requires presence of Members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 15.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Common Area.

(d) Proxies: Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

**7.2 Action without Meeting.** If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by written mailed ballot, by electronic ballot, or by written consent without a meeting. Notice may be waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication that may be developed in the future.

### **7.3 Board Meetings.**

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Common Area.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half (1/2) of the directors, in person or by telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all

directors, meetings may be conducted by electronic means.

**7.4 Record Keeping.** The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

**7.5 Approval.** Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association and signatures may be collected without a Meeting or other voting procedure.

**7.6 Developer Excused from Procedures Set Forth Herein.** During the Development Period, the Developer shall not be required to adhere to the requirements of this Article VII so long as the Developer complies with the obligations of the Developer set forth herein and in the Master Deed Restrictions.

## **ARTICLE VIII: Association Budget**

**8.1 Fiscal Year.** The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

**8.2 Budget Items.** The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Common Area are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

**8.3 Reserves.** The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in

the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's Assessment, the Board may at any time levy an emergency Assessment in accordance with the provisions of Section 9.3 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a pro rata basis to all Members who are current in payment of all Assessments due the Association, or may be used to reduce the following year's Assessments, at the Board's discretion.

#### **8.4 Preparation and Approval of Annual Budget.**

(a) Initial Budget. The Developer shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Developer.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Developer and each year thereafter, at least one (1) month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two (2) weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

**8.5 Effect of Failure to Prepare or Adopt Budget.** The Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such Assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

**8.6 Capital Improvements.** Any substantial capital improvement to the Common Area approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than twenty percent (20%) of the Association's annual budget, or if all capital improvements for the fiscal year taken together total more than thirty percent (30%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of Brixton Design Review Committee is required for all capital improvements.

**8.7 Accounts.** Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

## **ARTICLE IX:**

### **Covenants for Maintenance Assessments**

**9.1 Obligation for Assessments.** Each Owner of any Parcel, by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments:

- (a) General Assessments for expenses included in the budget;
- (b) Special Assessments for the purposes provided in this Declaration; and
- (c) Individual Parcel Assessments for any charges particular to that Parcel;

together with a late fee and interest, as established by the Board from time to time, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

#### **9.2 General Assessments.**

(a) Establishment by Board. The Board shall set the date or dates such Assessments become due and may provide for collection of Assessments annually or in monthly, quarterly or semiannual installments. During the Development Period, no General Assessments shall be due on any lots owned by the Developer. Builders who own more than four (4) lots shall only be required to pay fifty percent (50%) of the General Assessment on each lot owned.

(b) Date of Commencement. The General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Developer. The initial Assessment on any Parcel subject to Assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

**9.3 Special Assessment.** In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

**9.4 Individual Parcel Assessments.** The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, or any other charges designated in this Declaration as an Individual Parcel Assessment.

**9.5 Capital Contribution.** At the closing and transfer of title of each Parcel to the first Owner other than the Developer or a Builder, the Owner shall contribute as an initiation fee an amount equal to. This contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for start-up expenses of the Association and for working capital for the Association, and shall not be considered as a pre-payment of Assessments.

#### **9.6 Effect of Nonpayment of Assessment; Remedies**

(a) Personal Obligation. All Assessments, together with any late fee, interest and costs of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge"), shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time the Assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The lien established

by this Section 9.7(b) shall be subordinate to any first priority mortgage placed on any Parcel from time to time.

(c) Suit for Payment: Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association may foreclose on such lien by means of judicial or nonjudicial foreclosure under the laws of the State of Alabama without notice except as required by law, and may credit against its bid at any foreclosure sale any amounts due hereunder. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights and right to use of the Common Area by an Owner for any period during which any Assessment against his Parcel remains unpaid.

**9.7 Certificate of Payment.** The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any Assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any Assessment therein stated to have been paid.

**9.8 Developer Excluded From Assessments.** During the Development Period, the Developer shall not be required to pay assessments for any parcels it may own provided, however, that the Developer shall guarantee that all Common Expenses shall be paid during the Development period regardless of whether there are sufficient funds held by the Association to pay for such expenses.

## ARTICLE X: Use of Parcels

### 10.1 Permitted Uses

(a) Determination. Permitted uses for Parcels, which may include residential use, shall be determined based on Brixton Design Guidelines, any Supplemental Declaration and the plat, subject to the zoning requirements of the City of Tuscaloosa.

(b) Home-based Businesses. Unless prohibited by law, home-based business that do not generate significant noise, odor or traffic shall be permitted in residential areas as permitted by Brixton Design Guidelines, any Supplemental Declaration or the Community Guidelines. Signage for home-based business shall be regulated by Brixton Design Guidelines.

## **10.2 Prohibited Uses.**

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. No Lot shall be used, in whole or in part for the storage of rubbish of any character whatsoever, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace and quiet of the Owners or occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Area without the consent of the Association. The Association may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Common Area that will increase the rate of, or result in cancellation of, insurance for the Common Area or any other Parcel or its contents, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Development.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four (4) individuals or married couples will not normally be considered time-share ownership.

(e) Sound Devices. No exterior speaker, horn, whistle, bell or other sound device that is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Parcels unless approved by the Design Review Committee. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.

(f) Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Design Review Committee.

(g) Laundry. Without the express permission of the Design Review Committee, no Owner, guest, or tenant, shall hang laundry from any area within or outside

a residential unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balconies or terrace railings.

### **10.3 Attractiveness and Safety of Parcels.**

(a) Generally. Each Owner shall keep all parts of his or her Parcel in good order and repair and free from debris. Brixton Design Guidelines or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed on any Parcel or portion of the Common Area unless specifically permitted by Brixton Design Guidelines.

(c) Garages, Parking and Vehicles. Brixton Design Guidelines or the Association may regulate or prohibit the parking of trailers, recreational vehicles, boats, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible on the Parcel. No garage may be converted to living space. Each Dwelling shall provide for parking for at least two (2) automobiles in garages. Garage doors or carport openings shall be constructed in accordance with the Design Guidelines. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein. All automobiles owned or used by the Owner or occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. No parking shall be allowed on any lawn. Parking shall be permitted on streets in accordance with applicable city ordinances and the Design Guidelines.

(d) Sports Equipment. Play structures, such as basketball hoops and swing sets, must be kept in good repair and may be limited in accordance with Brixton Design Guidelines.

(e) Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any residential unit or other structure on a Parcel or any Lot without prior written consent under Brixton Design Guidelines; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Parcel that may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer or the Association from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems nor prohibit the Design Review Committee from approving the installation of a satellite dish no more than eighteen (18) inches in diameter at an approved location on a Parcel.

(f) Notwithstanding the specificity of the foregoing. Brixton Design Guidelines and the Association may adopt additional restrictions on the use, external appearance and attractiveness or safety of Parcels and Common Area subject to this Declaration,

**10.4 Leasing.** Residential units, including without limitation separate residential units within a Parcel, such as an outbuilding apartment, may be rented, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. Recognizing that the purposes of the Master Deed Restrictions and this Declaration may be frustrated by the presence of non-Owner occupied residential units, the Association expressly reserves the right, from time to time, to regulate the term of leases, require an Owner occupy a residential unit for a set period or percentage of time or establish other rules and regulations that encourage Owner occupancy of residential units. Such provisions may be applied only to certain types of residential units, in the discretion of the Association. The Association may prohibit the leasing of any residential unit while the Owner is in default in the payment of Assessments. If the residential unit is leased in violation of this Declaration or any other rule or prohibition, the Association may attach rentals and may evict the tenant the same as if a tenant violation under Section 10.8 (c) had occurred.

**10.5 Pets.** Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Development. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Common Area where pets may be walked and to prohibit pets in other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

**10.6 Temporary Structures; Camping.** Brixton Design Guidelines may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel; provided, however, that reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. No other camping is permitted within the Development unless designated campgrounds are added to the property. In addition, the Association or Developer may permit the use of tents, trailers and other temporary buildings on the Common Area or elsewhere within the Development during art festivals, craft fairs, block parties and other special events, subject to regulation according to Brixton Design Guidelines, and may permit the reasonable use of Common Area or other property within the Development for camping or other activities by groups similar to the Boy Scouts or Girl Scouts.

## **10.7 Rules and Regulations.**

(a) Generally. The Association may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels, Common Area and any facilities or services made available to the Owners (the "Rules and Regulations"). This right shall include without limitation the right to approve rental agents, contractors and sub-contractors who do business within the Development.

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least ten percent (10%) of the Members, an Association Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be maintained and posted in a reasonably accessible place within the Development, made available in the office of Developer or the Association, or furnished to each Owner.

## **10.8 Enforcement.**

(a) Owner's Responsibility. Each Owner and Owner's family members, guests and tenants shall conform to and abide by the covenants contained in this Declaration and any Rules and Regulations that may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Association shall have the right to assess fines, up to the maximum allowed by law and may restrict the Owner's use of the Common Area for up to sixty (60) days or until remedied, whichever is longer. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Association may suggest or approve agreements and waive the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.

(c) Tenant Violations. If a tenant is believed to be in violation of the Declaration or Rules and Regulations, the Association shall notify the Owner and tenant and provide an opportunity for hearing. If the Association determines after notice and opportunity for hearing that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner as provided in paragraph (b). In addition, if the violation continues for ten (10) days after notice to the Owner of the findings, or if the tenant materially violates either this

Declaration or the Rules and Regulations more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment. Any lease provision that is inconsistent with the provisions of this Section shall be deemed void and is subordinate to this Declaration.

(d) Corrective Action for Parcel Maintenance. If the Association determines after notice and opportunity for hearing that any Owner has failed to maintain any part of the Parcel (including the yard and any wall, fence, Building, garden structure or other structure) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Brixton Design Guidelines and applicable Rules and Regulations, the Association shall notify the Owner of its findings and may assess fines as provided in paragraph (b). If the violation continues for ten (10) days after notice to the Owner, the Association shall have the right without liability to enter upon such Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Association may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs and fees, including without limitation reasonable attorneys fees, related to such action shall be assessed to the Owner as an Individual Parcel Assessment.

(e) Pets. After notice and opportunity for hearing, the Association may find that a pet causes an unsafe condition or unreasonable disturbance or annoyance and may require the Owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the Owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, the Association may require that an Owner or tenant permanently remove the pet from the Development.

(f) Covenants' Committee. The Association may appoint a Covenants' Committee composed of Parcel Owners to hear violations of the Declaration or Rules and Regulations and to recommend or impose fines or take any other enforcement action under this Section 10.8.

(g) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the Declaration and Rules and Regulations, as described in Section 14.3 ("Enforcement of the Declaration").

## **ARTICLE XI: Zones; Restrictions on Use**

Additional Lots may be added to each zone in the future by Supplemental Declaration.

**11.1 Applicability of this Declaration and the Master Deed Restrictions.** The easements, restrictions, terms and conditions of this Declaration and the Master Deed Restrictions shall apply to all areas, unless specifically stated otherwise.

(1) Design Review Committee Approval. No Building improvements of any nature whatsoever shall be constructed on any Parcel unless such Building or other improvement has been approved by the Design Review Committee in accordance with the terms of the Master Deed Restrictions.

(2) Underground Utilities. All residential utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground, subject, however, to existing easements and rights of way, as shown in the Plat and Plan.

(3) Building Setbacks.

(a) Subject to the provisions of this Section and the following Section below, minimum building setback lines for all Buildings shall be established either (i) by the Design Review Committee, (ii) on the Plat and Plan, or (iii) in the deed from Developer to the Owner of such Lot.

(4) Minimum Living Space. Minimum Living Space in any Building shall be as follows:

(5) Roofing. Roofing on all Buildings must be approved by the Design Review Committee in accordance with the Design Guidelines.

(6) Exterior Lighting. All exterior lighting for any Building, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a Building, must be approved by the Design Review Committee.

(7) Exterior Materials and Finishes.

(a) Approved exterior building material finishes for any Building must be approved by the Design Review Committee.

(b) All brick, stonework and mortar, as to type, size, color and application, must be approved by the Design Review Committee. All exterior colors, including, without limitations, the color of all roof shingles, brick, stone, stucco, synthetic

plaster (e.g. dryvit), wood, trim, cornices, eaves, railings, doors and shutters shall be subject to approval of the Design Review Committee.

(c) Unless otherwise approved by the Design Review Committee, no concrete, concrete block or cinder block shall be used as an exposed building surface; any concrete, concrete block or cinder block utilized in the construction of a Building or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Building (e.g., brick, stone, stucco, etc.).

(d) Metal flashing valleys, vents, and gutters installed on a Building shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

(8) Fences. Unless approved by the Design Review Committee, no chain link, or wire fences shall be permitted on the Property except around areas within Common Areas and those fences erected by Developer. No fences shall be allowed in front yards. Electric fences shall not be permitted, except for invisible fences used for pets. The type of materials utilized for all fences (including the color thereof) and the location of all fences shall be subject to approval by the Design Review Committee.

(10) Mailboxes. Only one (1) mailbox shall be allowed on any Lot. All mailboxes shall be of the type, design, color and location as may be established in the Design Guidelines or as otherwise approved by the Design Review Committee. Mailboxes shall contain only the house number of the Lot as approved by the Design Review Committee, but no further inscription, paintings, ornaments or artistry shall be allowed.

(11) Utility Meters and HVAC Equipment. All electrical, telephone and cable television and other utility meters (other than gas and water meters which may be located at the front of a Building) shall be located at the rear of all Buildings, unless approved by the Design Review Committee. All exterior heating, ventilating and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of a Building and, if the same are visible from the street, such compressor units and equipment shall be screened from public view by either walls or landscaping to be approved by the Design Review Committee. No window mounted heating or air conditioning units or window fans shall be permitted.

(12) Driveways; Walkways. All driveways and walkways shall be constructed of concrete or other materials approved by the Design Review Committee.

(13) Outdoor Furniture, Recreational Facilities and Clotheslines.

(a) No furniture shall be placed, kept, installed, maintained or located in or on the front or side yards or areas of a Lot unless approved by the Design Review Committee in accordance with its landscaping guidelines. All other furniture placed, kept, installed, maintained or located on the Lot shall, to the greatest extent practicable, be located so that the same shall not be visible from any street.

(b) Wood piles shall be located only at the rear of a residential Building and shall be screened from view by appropriate landscaping or approved fencing from streets and, to the extent practicable, from adjacent Lots.

(c) Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall not be permitted on any Lot unless prior approval in writing is obtained from the Design Review Committee and the same is obstructed from the view of any street by appropriate approved fencing or landscaping.

(d) Unless otherwise approved by the Design Review Committee, barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a residential Building (or within a Courtyard) and to the extent practicable, shall not be visible from the street.

(14) Construction of Improvements.

(a) During the construction of any improvements: (i) all Lots shall be maintained in a clean condition, free of debris and waste materials, (ii) all construction materials shall be stored, to the extent practicable, out of view from any street and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Property at least weekly. Used construction materials may be burned on-site so long as such burning is conducted at the rear of such Lot and does not create a nuisance to other Owners or occupants or violate the laws, ordinances, codes, statutes, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot or any other portion of the Development. No Owner or occupant shall allow dirt, mud, gravel or other substances to collect or remain on any street. Each occupant and each Owner and each Owner's contractor, subcontractors, laborers and suppliers shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of any Buildings or improvements on a Lot or prior to such vehicles traveling on any streets in the Development.

(b) No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any

streets or roads within the Property. Upon completion of construction of any improvements or any Building, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot and such Lot shall be kept and maintained in a clean and uncluttered condition.

(c) All Buildings and any other improvements shall be constructed in compliance with the Design Guidelines and all applicable federal, state, county and local laws, ordinances, rules, regulations and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Design Guidelines and all applicable watershed protection, soil erosion and other governmental requirements, both during and after completion of construction of any improvements on such Owner's Lot.

(15) Swimming Pools. Swimming pools, outdoor hot tubs, reflecting or fish ponds, saunas, whirlpools and lap pools may be constructed, installed and maintained only within approved areas of a Lot subject to the prior written approval of the plans for the same by the Design Review Committee. Above-ground pools shall not be permitted on any Lot. The Design Review Committee shall have the right to adopt further rules and regulations governing the construction of swimming pools and other outdoor water features or amenities within the Property.

(16) Additional Regulations. In addition to the restrictions set forth in this Declaration, (i) the Design Review Committee shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend the Design Guidelines in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot and (ii) the Board of the Association shall have the right from time to time and at any time to adopt, modify and amend such Rules and Regulations as the Board, in its sole discretion, determines to be in the best interests of all Owners, which Rules and Regulations shall be binding on all Owners.

(17) Variances. The Design Review Committee, in its sole discretion, shall have the exclusive right to grant variances with respect to the provisions of any restrictions set forth herein or in the Design Guidelines. Any variance request submitted to the Design Review Committee shall be in writing and, upon approval of the same, shall be evidenced by a written variance executed by the Design Review Committee. No decision of the Design Review Committee shall serve as precedent for any future requests for variances. Any variance granted by any Municipality or other Governmental Authority shall not be binding

upon the Design Review Committee.

(18) Enforcement and Remedies. In the event any of the provisions of this Article are breached or are not otherwise being complied with in all aspects by any Owner or occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or occupant, then the Association and the Design Review Committee shall have the remedies available to it under the Master Deed Restrictions.

## **ARTICLE XII**

### **Insurance**

**12.1 Review of Coverage.** The Board shall review limits of coverage for each type of insurance at least once each year.

**12.2 Casualty Insurance.** The Board shall obtain and maintain casualty insurance on the Common Area for fire and other casualty damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Area.

**12.3 Public Liability.** The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Area and any topographic conditions or water access located on or adjoining the Development. At the Board's discretion, such coverage may include easements, such as walkways, that benefit the Association. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

**12.4 Director Liability Insurance.** The Board may obtain liability insurance insuring against personal loss for actions taken by Members of the Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

**12.5 Other Coverage.** The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other

insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

**12.6 Parcel Coverage.** Each Owner shall obtain casualty insurance for improvements on his Parcel and may elect to obtain liability insurance. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

**12.7 Repair and Reconstruction after Fire or Other Casualty.**

(a) Common Area. If fire or other casualty damages or destroys any of the improvements on the Common Area, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by Brixton Design Review Committee or the area is to be redeveloped as provided in Section 13.3. *If the Owner fails to clean and secure a Parcel within thirty (30) days after a casualty, the Association may, in accordance with the provisions of Section 10.8(d) ("Corrective Action for Parcel Maintenance", remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.*

**ARTICLE XIII:**  
**Amendment, Redevelopment and Termination**

**13.1 Amendment.**

(a) By Members. Subject to the rights reserved to Developer in the Articles of Incorporation and Bylaws (which, among other things, provide that only Developer, during the Development Period, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the Members of the Association), this Declaration may be amended at any time by an instrument signed by the president or vice president

and secretary of the Association, certifying approval by Members representing sixty seven percent (67%) of the votes in the Association.

(b) By the Developer. To the extent permitted by law, the Developer specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Department of Veterans Affairs, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Developer may not be amended without the specific consent of the Developer.

(d) Recording. Any amendment shall take effect upon recording.

(e) Supplemental Declaration. The provisions of any Supplemental Declaration shall not be deemed an amendment of this Declaration, notwithstanding any modification or addition of provisions applicable to such additional property.

### **13.2 Dedication.**

(a) Common Roads. If any portion of the Common Roads has not previously been dedicated to the public, the Developer or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority.

(b) Common Area. All other Common Area may be dedicated to the public by the Board upon consent of Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(c) Alleys; footpaths. No earlier than twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty-seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.

(d) Necessary Approval. Any dedication or conveyance described above

is subject to acceptance by the applicable governmental agency.

**13.3 Duration: Termination.** The covenants and restrictions contained in this Declaration shall run with and bind the Development and shall inure to the benefit of and be enforceable by the Developer, the Association, and all Owners of property within the Development, their respective legal representatives, heirs, successors or assigns for twenty (20) years, and shall be automatically extended for three (3) succeeding ten (10) year periods unless an instrument signed by Owners representing ninety percent (90%) of the votes in the Association within the last year prior to expiration of the ten (10) year period shall have been recorded, agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Common Area. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty-seven percent (67%) of the votes in the Association, if all of the Common Area have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2),

**13.4 Condemnation.** If all or part of the Common Area is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

## ARTICLE XIV: Common Maintenance Parcels

**14.3 Allocation of Costs for Services.** The cost of services set forth in such services shall be assessed to the Common Maintenance Parcels as an Individual Parcel Assessments. Costs are to be divided as follows:

(a) Landscape Maintenance. The cost of common area landscape maintenance shall be shared equally among all Parcels.

(b) Other Maintenance. The pro rata share of the cost for all other services

required or permitted in a Common Maintenance Zone

(c) Management. The cost of the Association's additional professional management attributed to the Common Maintenance Zone shall be added to the cost of the services provided.

## **ARTICLE XV: General Provisions**

### **15.1 Interpretation.**

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Development as a community of the highest quality.

(b) Governmental Regulation. All provisions of this Declaration shall be subject to applicable government regulation or agreements.

**15.2 Invalidity.** The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

### **15.3 Enforcement of Declaration.**

(a) Enforcement. Without limiting any of the foregoing provisions regarding enforcement, remedies or liens, and in addition thereto, suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Developer or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time

thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

**15.4 Notices.** Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

**15.5 Gender and Number.** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

#### **15.6 Consent of Mortgagees.**

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Developer, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on more than fifty percent (50%) or more of all Parcels encumbered by a mortgage.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within thirty (30) calendar days of receipt of request for consent shall be deemed given.

**15.7 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Alabama.

**15.8 Regulation by the City of Tuscaloosa.** Each Owner hereby agrees that the City of Tuscaloosa (the "City") is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Common Area. In the event that the City, or any agent thereof, determines that the Common Area are being maintained in a manner that is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provisions of the Tuscaloosa Municipal Code, the City and its agents, may upon ten (10) days notice to the Association enter upon the Common Area and make any repairs or improvements to the Common Area that the City and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Owner shall be obligated to pay to the City its costs for all improvements, work and/or labor, supplied or furnished to the Common Area. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City within five (5) days of receipt from the City of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each lot in favor of the City, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any Owner. However, it is understood that any such lien in favor of the City shall be subordinate to the lien of any deed of trust placed upon the property for the purpose of securing indebtedness incurred to purchase or improve such property. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City as described herein.

IN WITNESS WHEREOF, the undersigned hereby make this Declaration of Easements, Covenants and Restrictions for Brixton and have caused this Declaration to be executed as of the date first written above.

**Brixton  
68V Brixton 2024, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, Its Manager

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

BRIXTON  
TUSCALOOSA  
PROPOSED RESTRICTIONS

**Design Guidelines.** The Brixton Design Guidelines established the plan for the development of Brixton through the regulation of land use, architecture, and environment. The Brixton Design Guidelines are originally adopted by the developer as provided in the Master Deed Restrictions. The Brixton Design Guidelines do not need to be recorded to be effective but shall be available from the Brixton Design Review Committee.

**Design Review Committee.** The Brixton Design Review Committee is the panel established to administer the Brixton Design Guidelines, as established by the Master Deed Restrictions.

**Master Deed Restrictions.** The Master Deed Restrictions establish the Brixton architectural guidelines as the guide for all construction within Brixton and create the Brixton Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any lot or common area must be approved in advance by the Brixton Design Review Committee.

**Binding Effect.** The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the development. Unless a notice is recorded specifically to the contrary, the submission of additional property to this declaration shall automatically extend the provisions of the master deed restrictions to the additional property.

**Assignment to Association.** The master deed restrictions provide for the developer's enforcement of the Brixton Design Guidelines during the development period. At the end of the development, the developer shall assign to the Association its rights to enforce the Brixton Design Guidelines, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the developer is unable or unwilling to perform its powers of the Master Deed Restrictions, the Association shall have and assume the responsibility of appointing members of the Brixton Design Review Committee and enforcing all violations of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and the Brixton Declaration of Easements, Covenants, and Restrictions.

**Covenants Committee.** The Association may appoint a covenant committee composed of parcel owners to hear violations of the Declaration, of Rules and Regulations, Master Deed Restrictions, and the Design Guidelines. The Association shall also have right to bring suit to enforce the Declaration and Rules and Regulations.

**Enforcement.** Without limiting any of the foregoing provisions regarding enforcement, remedies or liens, and addition thereto, suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this declaration. To enforce this declaration or the rules and regulations, the Association, the developer, or any owner

BRIXTON  
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PROPOSED RESTRICTIONS

may bring in an action for damages, specific performance, declaratory decree, or injunction, or any other remedy at law or in equity. The board shall be empowered to bring suits on behalf of the Association.