

Article XII

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association. The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Members representing a Majority of the total Class "A" votes in the Association.

The Association, its officers, Directors and employees, nor any member of the ACC or other committee, shall be liable to any Owner, or to any other Person, including the Association, for any loss, damage, or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, or any of their respective representatives or employees, in enforcing the covenants contained in this Declaration, the By-laws, and the rules and regulations.

Section 1. **Signs**. No sign of, any kind shall be erected within the Properties without the written consent of the Board of Directors. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate.

Section 2. **Parking and Garages**. Vehicles, including motorcycles, shall be parked only in the garages or in the driveways serving Lots or in appropriate spaces or designated areas in which parking may or may not be assigned, and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No parking shall be permitted on any street, except temporarily for social gatherings or other functions held in a Lot as may be approved by the Board. No garage may be altered in such a manner that the number of vehicles which may reasonably be parked therein after the alteration is less than the number of vehicles that could have reasonably been parked in the garage as originally constructed.

All disabled vehicles, stored vehicles, vehicles primarily used for commercial purposes, vehicles with commercial writing on their exterior, tractors, mobile homes, motor homes, recreational vehicles, trailers of any kind (either with or without wheels), campers, boats and other watercraft must be parked entirely within a garage or within the side yard or back yard of a Lot totally screened from view of other Lots, the Common Area and the street, unless otherwise permitted by the Board. Notwithstanding the above, commercial vehicles shall be allowed on the Properties during normal business hours for the purpose of serving a Lot or the common Area; provided, no such vehicle shall be permitted to remain on the Property overnight or for any purpose other than serving a Lot or the Common Area.

For purposes of this Section, a vehicle shall be considered "disabled" if

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

If any vehicle is parked in violation of this Section, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after two (2) days the vehicle may be towed. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If two (2) days after such notice is placed on the vehicle the violation continues, or if the violation occurs again within twelve (12) months of such notice, the vehicle may be towed in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane, or is blocking a fire hydrant, or is blocking another vehicle, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim or damage as a result of the towing activity. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow, as set forth herein.

Section 3. **Occupants Bound**. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion or the Properties, except that dogs, cats, or other usual and common household pets may be permitted to a Lot. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs that are household pets shall at all times whenever they are outside a Lot be under the control of a person.

Section 5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Satellite Dishes and Antennas.

The Bradford Farms Homeowner's Association has adopted the following Policy pursuant to the Federal Communications Commission (FCC) Telecommunications Act of 1996, Over-the-Air Reception Devices ("OTARD") rule (as amended) concerning governmental and nongovernmental restrictions on:

- Viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"),
- Broadband radio service providers (formerly multichannel multipoint distribution service or MDS), and
- Television broadcast stations ("TVBS").

Policy:

Except as required by the OTARD rule, no exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Lot, without the prior written consent of the Board or its designee. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or system be utilized by the Association and require any such exterior apparatus.

OTARD Exceptions:

The Policy is intended to preclude restrictions that: (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonably increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.

1. Areas Under an Owner's Exclusive Use and Control.

- (a) Dishes. Satellite dishes designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite may be installed in an area under an Owner's exclusive use or control so long as such antennae and satellite dishes are
- (i) one meter or less in diameter,

(ii) installed in the least visually obtrusive portion of an Owner's property (preferably on the main dwelling roof) where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and

(iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.

(b) Antennae. An antenna designed for local television broadcast signals or an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite may be installed in an area under an Owner's exclusive use or control so long as

(i) an acceptable quality signal cannot be received via an indoor antenna (e.g., an antenna mounted in an attic, "rabbit ears," etc.),

(ii) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and

(iii) the antenna is installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

(c) Masts. Antennas covered by the OTARD rule may be mounted on "masts" to reach the height needed to receive or transmit an acceptable quality signal. For safety purposes, **masts higher than 12 feet above the roofline must receive Association approval prior to installation.**

(d) Notification. After installing an outdoor antenna or satellite dish pursuant to Paragraph (a) or (b) above, the Owner must complete and submit a Notification form to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.

2. Areas Not Under an Owner's Exclusive Use or Control.

Satellite dishes and antennae are not to be installed in areas that are not under the Owner's exclusive use or control. Such areas include Common Property, including but not limited to, landscaped areas, or any property/structure maintained by the Association.

Questions regarding definitions should be referred to the FCC web site and the FCC INFORMATION SHEET on the Over-the-Air Reception Devices Rule

**BRADFORD FARMS HOMEOWNERS ASSOCIATION
NOTIFICATION OF SATELLITE DISH OR ANTENNA INSTALLATION**

Satellite dish or antenna installations must comply with the Satellite Dish and Antenna Policy. Please read the Policy carefully to make sure your intended installation fulfills all requirements. This form must be submitted to the Association within seven (7) days of installation of a satellite dish or antenna.

Name: _____
(PRINT NAME)

_____ Date: _____
(SIGN NAME)

Address: _____ Phone: _____

E-mail: _____

Type or Model of Satellite dish or antenna: _____

Diameter: _____ Height of mast (if applicable) _____

Satellite dish or antenna location: _____

(Please include a sketch showing location)

Is satellite dish or antenna screened? Yes No

Is satellite dish or antenna painted to blend with surrounding structures? Yes No

Date of installation: _____

Please send your completed form to the address below:

Bradford Farms Homeowners Association

Attn: Architectural Control Committee

PO Box 151 Madison, AL 35758

- Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and property located adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.
- Section 9. Subdivision of Lots. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association.
- Section 10. Pools. Non-permanent pools may be used between Memorial Day and Labor Day. Non-permanent pools are pools which:
- (a) are inflatable, and
 - (b) have no supporting structure other than the inflated portions of the pool and,
 - (c) are put in use on or after Memorial Day and are taken out of use and disassembled on or before Labor Day.
 - (d) Non-permanent pools must be in the back yard, not the front or side yard, and must be inside a fence that meets the requirements for fencing for a permanently installed pool. Owners must fence, gate,

and lock their pools in a manner that meets State, County, and City requirements and minimizes the likelihood of children entering.

- Section 11. Fences. No fence shall be erected constructed or installed on any Lot, or permitted to remain, without prior written approval by the ACC.
- Section 12. Irrigation. No sprinkler or irrigation systems of any type which draws upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the ACC. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration.
- Section 13. Tents, Trailers and Temporary Structures. Except as may be permitted by the ACC during initial construction within the Properties, no tent, utility shed, shack, trailer or other structure of a temporary nature and no permanent or temporary outbuildings shall be placed upon a Lot or any part of the Properties without prior written approval by the ACC.
- Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited on the Properties.
- Section 15. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- Section 16. Utility lines. No overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.
- Section 17. Air Conditioning in Lots. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Lot.
- Section 18. Artificial Vegetation, Exterior Sculptures, and Similar Items. No artificial vegetation, sculptures, fountains, or similar items shall be permitted on the exterior of any portion of the Properties without prior approval, in accordance with Article XI of this Declaration.
- Section 19. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.
- Section 20. Leasing of Lots.
- (a) Definition. "Leasing," for purpose of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the owner for which the owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or other payment.
 - (b) General. Residences upon Lots may be rented only in their entirety; no fraction or portion may be rented. There, shall be no Subleasing of residences or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a residence upon a Lot. All leases shall be in writing and shall be for an initial term of no less than one (1) year, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

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

Section 21. Parks. Any park or other play area or equipment furnished by the Association or erected within the Properties, if any, shall be used at the risk of the user, and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 22. Fences. No dog runs, animal pens or fences of any kind shall be permitted on any Lot except as approved in accordance with Article XI of this Declaration.

Section 23. Business use. No trade or business may be conducted in or from any Lot, except that an Owner or occupant residing upon a Lot may conduct business activities upon the Lot so long as:

- (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence upon the Lot;
- (b) the business activity conforms to all zoning requirements for the Properties;
- (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and
- (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:
 - (i) such activity is engaged in full or part-time;
 - (ii) such activity is intended to or does generate a profit; or
 - (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot in accordance with Section 20 of this Article shall not be considered a trade or business within the meaning of this Section.

Section 24. Building Requirements.

- (a) Building Size. The floor area of any residence, exclusive of open porches and garages, shall not be less than 1,400 square feet for a single-family detached house.
- (b) Setbacks. Setback requirements are those set forth on the Master Land Use Plan, as may be varied or amended by an ordinance of the City of Madison, Alabama, or other proper governmental authority. For the purpose of this provision, driveways, walks and steps shall not be considered as a part of the Lot; however, that no portion of any Lot shall encroach upon another Lot. If two (2) or more Lots are consolidated into one (1) building site, the setback provision shall be applied to such resultant building site as if it were one originally platted Lot; however, such consolidated Lot shall have membership and voting rights, and shall pay assessments based on the number of Lots originally shown on the Master Land Use Plan for such consolidated Lot.
- (c) Composition of Driveways and Sidewalks. No driveway or sidewalk shall consist of any material other than exposed aggregate or cement unless otherwise approved by the ACC.
- (d) Sidewalks. All Owners, at their own expense, shall construct and maintain a sidewalk which parallels the street which is adjacent to the Lot. If the Lot is a corner Lot, this requirement shall apply to the sidewalks along the side street also. Sidewalks must be completed within in one (1) year

from the date of closing unless at such time the Lot is under construction. All sidewalks shall be constructed to comply with ordinances of the City of Madison, Alabama.

Section 25. Mail Boxes. No mailbox, postal receptacle, or newspaper receptacle shall be constructed upon a lot or affixed to a residence without prior approval of the ACC, and in accordance with size and type guidelines as established by the ACC.