



Liberty Downs
HOMEOWNERS ASSOCIATION

Design & Maintenance Standards & Enforcement for Liberty Downs

These Design & Maintenance Standards (“Design Standards”) have been adopted by the Liberty Downs Board of Directors (BOD). The Liberty Downs Board, and its Architectural Control Committee (ACC) are charged with working --with you-- to maintain the high standards of our neighborhood. Homeowners and builders are advised to study these architectural and landscaping requirements, as well as the full set of Restrictive Covenants and Easements which are part of each homeowner’s deed. The Design Standards contained herein are authorized by the Covenants, Conditions, Restrictions and Easements (CCRE) of Liberty Downs. Thus, the provisions herein are binding upon all homeowners within Liberty Downs.

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Introduction

We firmly believe that Liberty Downs is the best kept secret in Brentwood! Consider the following:

- We are nestled between the quickly expanding Concord Rd corridor, Green Hills Blvd, Crockett Rd, & Indian Point subdivisions; yet we retain the charm of seclusion.
- Liberty Downs was thoughtfully and professionally designed on and around national historic landmarks, a fully stocked four-acre lake, and a ten-acre common area.
- We are zoned within Williamson County's best schools (Crockett Elementary, Woodland Middle, and Ravenswood High School).
- Famous celebrities have called Liberty Downs, "home".
- All utilities are buried underground, eliminating unsightly wires, and allowing for more mature trees and natural landscaping.

We are truly blessed to live in one of the highest quality neighborhoods, in one of the nation's most privileged counties! However, in order to maintain these privileges, and the property values in Liberty Downs, vigilance is required. Realtors and potential home buyers are touring Liberty Downs daily. For these many reasons, it is important to keep your home and lot well maintained.

Only working together, can we keep Liberty Downs a beautiful place to live.

Let's do it!

Your Liberty Downs Board of Directors.

Intent of the Guidelines

These Design Standards and Enforcement for Liberty Downs (hereinafter "DSE" or "Design Standards") provide the homeowners of Liberty Downs with requirements intended to protect the atmosphere, and beauty of our neighborhood. These standards are allowed by the Covenants, Conditions, Restrictions and Easements (CCRE) recorded against each owners' deed. Together with the CCRE, these Design Standards ensure that the homes in Liberty Downs are maintained at the highest level and continue to complement each other with compatible styling.

House and lot improvements, as well as maintenance requirements, are addressed on the

following pages. However, in limited circumstances, exceptions to these guidelines may be granted by the Architectural Control Committee (hereinafter "ACC"), or Liberty Downs Board of Directors (hereinafter "BOD"), in their sole discretion. Additionally, many issues, not specifically discussed herein, may be important to maintaining the overall appearance of homes within Liberty Downs; the ACC is specifically charged and empowered to address these issues.

The Architectural Control Committee (ACC) will attempt to enforce all regulations consistently. However, please note that failure to strictly apply a particular requirement in one case, does not alter the content of the requirements, their general enforceability, or otherwise affect the ACC's ability to enforce the guidelines in other areas, or against other properties. Pursuant to the CCRE, the requirements contained herein may be changed, altered, revoked, or supplemented by the ACC and Liberty Downs BOD. Where necessary, outside legal assistance may be utilized, as authorized by the CCRE, and these DSE.

The Standards are provided for the benefit of every resident in Liberty Downs. As such, the residents can report any violations to the current property management company, the Liberty Downs Board of Directors, or the Architectural Control Committee. Contact information for each, may be found on our website **www.libertydowns.org**.

Section I: ADOPTION OF BUILDING CODES.

A. Building Codes

The Codes Enforcement Section of the City of Brentwood works to ensure the safety and quality of the built environment by applying the highest community standards within the Brentwood Municipal Code. Their efforts are centered on the enforcement of the adopted building codes as well as various municipal codes that ensure community health and safety, proper property maintenance, and the elimination of nuisances.

The most current City of Brentwood building codes applicable to residential construction at the time of this publication are described in the following paragraphs. Please note that these codes are subject to change and residents should pay attention to the most current building codes and permitting processes before embarking on any remodeling or construction activities.

Residential

- International Residential Code, 2018 edition, including appendices E and F (ICC - International Code Council)
- International Energy Conservation Code, 2012 edition (ICC) See local amendments regarding building thermal envelope testing and duct sealing testing
- International Swimming Pool and Spa Code, including appendices A and B, 2018 edition (ICC)
- International Property Maintenance Code (ICC)
- 2017 National Electrical Code (NEC NFPA 70) Regulated/Enforced by the State Fire Marshal's Office
- Special Guidelines For Electrical and Low Voltage Installation (city publication)

Accessibility

- 2010 ADA Standards for Accessible Design (ICC A117.1-2017 / Chapter 11 - International Building Code, 2018 edition (ICC)

Note that neither the ACC or BOD can provide any deviation to these building codes in accepting any project for which a homeowner is seeking approval. Any approvals for projects within Liberty Downs are explicitly subject to the homeowner's appropriate adherence to building codes for which the City of Brentwood has adopted.

B. Effective Date

These Design Standards are effective February 1, 2022 (the “Effective Date”). Pursuant to Article V, Section 6 of the CCRE, any structure maintained or altered, other than in accordance with these Design Standards, is in violation thereof.

C. Compliance with Laws and Government Regulations

The ACC is not an agency of any local, state or federal government unit and as such is not charged with enforcing compliance with any laws, rules, regulations, codes, or administrative procedures of any such government unit. Therefore, the contents of these Design Standards, and any actions of the ACC or its agents, are not intended to be, and should not be construed to be an approval of the adequacy, reasonableness, safety or fitness for intended use of submitted plans, materials or construction or to evidence compliance of such submitted plans, materials or construction with any laws, rules, regulations, codes, or administrative procedures of any government unit.

D. Government Approval Is Not ACC Approval

Obtaining approval under applicable law from a government unit with respect to any plans, materials or construction for a project that would require approval by the ACC under the Covenants and/or these Design Standards, is not a substitute for obtaining ACC approval. The approving government unit is not responsible for ensuring compliance with these Design Standards. Any project subject to these Design Standards will need to be approved by the ACC regardless of prior approval thereof by any government unit.

E. Compliance with Design Standards.

When commencing a project or improvement discussed in either the Restrictive Covenants or these Design Standards, it is the obligation of each homeowner to obtain ACC approval for that project. No homeowner that commences a project subject to these Design Standards without ACC approval is entitled to rely upon the lack of ACC action as implied or express consent or approval with respect to such project. Furthermore, the fact that one or more ACC members may have actual knowledge of the existence of such project shall not constitute a waiver of the ACC of its rights to enforce these Design Standards and to refer any violations hereof to the Association’s Board of Directors. Nor shall the fact that any such project has been completed and has existed for any period of time, howsoever long, constitute a waiver by the ACC of its rights hereunder.

Section II: GENERAL REQUIREMENTS APPLICABLE TO ALL PROPERTIES

The following general requirements apply to all residences within Liberty Downs, at all times. In the event that a general requirement set forth below, is inconsistent with a more stringent requirement set forth in a later section, the more stringent requirement shall apply.

A. Exterior Home and Structure Maintenance

1. Every home shall be well maintained and kept in an aesthetically pleasing appearance.
2. Wood trim and siding must be in good condition and painted to match the home. Siding materials, where allowed, shall be wood or hardboard lap siding, running in a horizontal direction. Brick or siding should match the home's materials and be sufficiently reworked to tie into the home, in order to blend the new addition with the existing structure.
3. Exterior walls must be clean and free of mildew and algae.
4. All windows with interior shades, screens, shutters or other coverings—which are visible from the street or adjacent lot—must be kept in good condition.
5. All broken windows and screens must be repaired at the earliest convenience, and at latest, within 90 days of damage.
6. Broken or missing shutters must be repaired or replaced within 90 days
7. Eaves troughs and/or gutters are to be maintained in good condition, unbent, and kept fully operational.
8. All driveways and parking areas must be paved, with exposed brown aggregate concrete. All cracks, potholes and the like shall be repaired. Drives and front walks shall maintain a clean appearance.

B. Lawns, Landscaping & Lot Maintenance

1. Mowing is to occur at appropriate intervals, so that grass appears to be trimmed at 3 to 4.5 inches in height. In no case, shall grass exceed 6 inches.
2. Lawn should be free of excessive weeds and other invasive species.
3. Barren spots of land should be quickly re-seeded or landscaped. Proper seeding, watering, and fertilization is required, as necessary to ensure the healthy appearance of lawn.
4. Driveways and curbs must be edged and clear of any grass or weeds in the cracks.
5. Shrubbery and all foundation plantings, mulch beds, and gardens are to be neatly maintained, watered, trimmed, mulched and kept free of invasive weeds or grasses. Minimum planting standards, as set forth in section V(B), shall be maintained at all times.
6. Dead trees, shrubs, and plants must be removed as quickly as possible, and replaced, where required. Stumps of felled trees must be ground down and the area repaired to

match the rest of the landscaping.

7. No trash, building materials (other than those used in an active construction or remodeling project), broken items or the like are to be stored on the lot. These items are to be stored out of site until garbage day, or the day they are hauled away.

C. Outdoor Furniture

1. Furniture is not allowed on the front lawn except during actual use or unless it is decorative in nature, and in keeping with the overall intent of these Design Standards.
2. Folding chairs are not allowed in front of a home, except temporarily, and while in actual use.
3. Plastic stack or other stackable furniture may not be stored in any visible outdoor location.
4. Colors of non-temporary front porch furniture, visible from the street or neighboring lot, should conform to the following standard:
 - a. Wood tones are preferred. Other colors should be neutral or complementary to the home's paint, brick, and vinyl colors.
 - b. Backyard Furniture. The ACC reserves the right to require screening such as a fence, hedge or tree row be installed to hide any backyard furniture reasonably visible from the street and deemed incompatible with the neighborhood, and these DSE.

D. Yard Ornaments and Flower Pots

1. Yard ornaments include statuarities, fountains, bird baths, weathervanes, or other decorative embellishments which are reasonably visible from any street. All yard ornaments taller than 30 inches must be approved by the ACC.
 - a. Plastic ornaments, gazing balls, and inflatable figures are strictly prohibited.
 - b. Decorations for holidays are not included in yard ornaments and are addressed below under "Holiday Decorations" (See Section II(F) herein).
2. Flower Pots, Planters and Window Boxes
 - a. Are recommended to be a neutral color. However, other colors may be acceptable, if they are complementary to the home's color scheme.
 - b. Recommended materials for front porch planters and flowerpots include concrete, wood and clay.
 - c. Brightly colored planters, especially plastic, are not allowed on front porches or in yards, but may be acceptable for backyards and patios, so long as not in reasonable view of the street.

E. Exterior and Landscape Lighting

1. Exterior lighting visible from any street, other than porch and eave lights, must be submitted to the ACC for approval, prior to installation.
2. Interior lighting, which is visible from the street or common area, should conform to that of other neighbors, including color, type of light source and amount of light emitted.
3. Outside lighting should be crafted of high-quality materials and workmanship.
 - a. A light fixture's scale and style should conform to that of the residence.
 - b. All exterior lighting should be neutrally colored.
4. Exterior lighting shall not constitute a nuisance, including creating unacceptable glare, to neighbors, common areas or public right of ways.

F. Holiday Decorations

1. Holiday decorations may be displayed for up to three weeks before any holiday and should be taken down within two weeks after that holiday.
2. Christmas decorative lighting is permitted only during the period between Thanksgiving and January 14th.
 - a. All Christmas decorations should be taken down by January 14th. If January 14th falls during the week Mon-Fri, the decorations must be down by Sunday evening of the weekend following January 14th.

G. Flags

- A. All flags and standards permitted herein, must be properly kept, clean and in a good state of repair.
- B. No flag may be more than normal size (4 ft x 6 ft).
- C. Any flagpole on residential lots which is visible from the street, must be approved by the ACC.
- D. No more than two flags are to be exhibited on any residence, at any one time, without approval.
- E. Advertising flags are strictly prohibited on residences.
- F. Displaying or flying of the American flag is permitted in a way that is consistent with applicable Federal or State Law.

H. Signs

The use of any yard signs is highly discouraged. However, the following exceptions may apply.

1. For Sale / Open House. For Sale and Open House signs are permitted, without ACC approval, if the following conditions are met:
 - a. the sign must be professionally or commercially constructed; and

- b. not more than six (6) square feet in size
 - c. Signs advertising an “Open House”, may be placed no more than two (2) days prior to the showing, and must be removed immediately after the open house concludes.
 - d. No more than one of each sign is permissible, on any lot, at any one time.
2. Security Signs. Security signs are permitted, without ACC approval, if the following conditions are met:
- e. One sign per each side of household.
 - f. Size is limited to 50 square inches.
 - i. Sign must be ground mounted and no more than 19 inches from the ground level to top of sign.
 - ii. Must be located in mulched landscaped bed near the front of the home.
3. Election Signs. Two political signs per lot per candidate or issue, no larger than four (4) square feet per sign, will be allowed during the 90 days immediately preceding an election and must be removed within 24 hours after the Election Day.
4. Other Signs. No signs or flyers are to be attached to any mailbox pole, any municipal, street, stop, or yield sign, fence or the like. Subject to the restrictions herein, temporary signs may be placed on lots, and include (but are not limited to) Yard of the Month, Graduate, and Welcome Home signs. Said temporary signs, if no larger than four square feet may be displayed for up to 30 days. No advertising or billboards shall be erected on any Lot or displayed to the public. Signs for Garage or Yard Sales are covered in another section.
5. BOD Signs. The Liberty Downs HOA Board of Directors may permit signs in the neighborhood to promote or announce a significant community event.
6. No signs are to be installed or erected on Community Common Property without the expressed written consent of the Liberty Downs Board of Directors.

I. Garage Doors

- 1. Garage doors should be opened only long enough to permit car access to the garage or while someone is working outdoors and requires access to the garage.
- 2. Overhead garage doors should not remain open while the homeowner is absent.
- 3. If any garage door cannot be closed as a result of faulty operation, it must be repaired within 90 days.
- 4. Garage doors must be maintained free of dirt, dents, broken windows, mildew, algae and the like.

J. Garbage Can Storage

1. All trash, garbage, or other waste should be stored in sanitary containers.
2. When not placed for pick up, garbage cans must be kept in the garage, or otherwise completely concealed from view from any other lot or street.
3. Garbage cans may be placed on the curb for pick up the evening before collection (after 7:00 PM).
4. Garbage cans must be removed within 12 hours of garbage pickup.

K. Mailboxes

1. All mailboxes within Liberty Downs are of a similar design. Thus, no modifications in style are allowed without BOD approval. The Liberty Downs BOD reserves the right to dictate the design and supplier of mailboxes to achieve standardization of mailboxes. As of and subsequent to the Effective Date, the only mailbox and post approved for use within Liberty Downs is the fluted black aluminum post and black aluminum Century # 888-7 style mailbox manufactured by Imperial and custom designed by Bozeman Sign Company.
2. All mailboxes shall be maintained, by the homeowner, to have a clean appearance. Brass numbering on the mailboxes shall be polished, by owners, as often as needed to maintain their bright appearance.
3. No attachments of any kind (additional newspaper boxes), are allowed to owner's mailboxes or mailbox posts. No landscaping features or plants are allowed to obscure numbers on the mailboxes.
4. All newspapers shall be removed from driveways prior to 7 p.m. on the day of delivery. It is expected that owners will place their mail and newspapers on 'vacation hold' while away from homes or make other arrangements to avoid accumulating mail and newspapers. No newspapers, flyers or other circulars shall be allowed to accumulate on driveways.

L. Miscellaneous Property

5. Antenna. No exterior radio, television or large satellite dish antenna will be allowed on any house, roof, or lot, without ACC approval. Small satellite dish or antennas, with 1 meter or less in diagonal measurement, may be allowed. Such equipment must not be mounted in the front of the home unless no other location provides acceptable signal.
 - a. A written plan illustrating the proposed dish location, size, method of mounting, mounting materials, required visual screening plan, and final elevation above the ground, must be submitted before the Architectural Control Committee will take action on any request. Incomplete requests will be considered unapproved.
 - b. No resident can install a satellite dish or any kind of antenna on Community Commons Property without the expressed written consent of the Liberty Downs Board of Directors.

6. Air Conditioners / Heat Pumps
 - a. Air Conditioner compressor units, or heat pumps, visible from the street, shall be screened by approved fencing or plantings of sufficient density and height to effectively hide the unit.
 - b. Window air conditioner units are not allowed.
7. Awnings. Shall be consistent with the style of the home, and approved by the ACC.
8. Child Toys. Bicycles and other children's toys must be kept out of public view when not in use. Bicycles are not permitted to remain on front porch or lawn while children are not using them. (See Also: Section VI, PLAY AND SPORTS EQUIPMENT)
9. Composting. Compost piles and / or compost machines must be screened completely from view, and not visible from the street, or any other lot.
10. Fireplace Chases. All outside fireplace chases must be brick veneer and extend to finished grade if they are visible from any street, or adjoining lot.
11. Firewood: Due to prevalence of pests, long-term storage of Firewood is not recommended. Notwithstanding, any firewood must be cut, dried, and neatly stored in a location not reasonably visible from the street. Rotting or disintegrating woodpiles may be removed, by the ACC, with sufficient notice and at the owner's expense.
12. Fires. No fires shall be permitted in the common area, without first obtaining permission of the ACC, as well as any permits required by the Brentwood Fire Department.
13. Garden hoses: must be stored indoors or on reels in the back or side of homes only. Garden hoses which are visible from the street are not permitted. Hoses stored in a well-maintained hose box reel are permitted in the front of a home and should be concealed by the landscaping as much as possible.
14. Leaves. Leaves from deciduous trees shall either be: 1) mulched to minimize the visibility from any street or lot, or 2) raked, collected and removed within a reasonable time to minimize accumulation or blowing onto neighboring lots. If required, accumulated leaves or piles may be removed by the ACC, with sufficient notice and at the owner's expense.
15. Outdoor Clothes. Towels, clothes and other items are not permitted on porch railings or privacy fences at any time. No close lines are permitted for drying clothes.
16. Solar. No solar heater collectors or photovoltaic panels will be allowed on any home, roof or lot, without ACC review and permission.

M. Pets

17. No farm animals, livestock or poultry of any kind shall be raised, bred or kept on any lot.
18. Dogs, cats, or other small household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
19. No household pet shall be kept or maintained in such a manner as to create a nuisance or create an unsanitary condition. An animal creates a nuisance if it:
 - a. Habitually and repeatedly makes noises sufficient to interfere with neighboring residents' reasonable use and enjoyment of their property.
 - b. Is offensive to others due to an odor caused by the animal.
 - c. Repeatedly turns over or rummages through refuse containers, damages flower or vegetable gardens or causes damage to public property or property of others.
 - d. Without provocation, chases or approaches a pedestrian, bicycle rider or vehicle in a menacing fashion or apparent attitude of attack.
 - e. Without provocation, attacks or bites persons or other animals.
 - f. Impedes refuse collection, mail delivery, meter reading or other public service activities.
 - g. Trespasses on property not owned, leased or rented by the person responsible for the animal.
 - h. Is maintained in a manner that is dangerous to the health, safety or welfare of the community.
20. Outdoor dog houses must be located out of sight of all neighboring lots, as well as all roadways. Dog houses must be clean and neatly maintained. Kennels and runs are not permitted.
21. In the event an "invisible fence" is utilized to allow for a pet to be unleashed on a property, the homeowner shall install a sign (similar to an alarm sign discussed in an earlier section) at the street and visible to pedestrians that such a fence is in use.

Section III: MODIFICATION APPROVAL PROCESS

*The following requirements apply to all additions, repairs, alterations, re-decorations or upgrades to house, lot or attached structures. Modification of exterior finishes, and changes in exterior color schedule (including roofing, brick, mortar, trim, dryvit, and siding) must be approved by the ACC, as set forth below. Approval must be obtained, **prior to the commencement** of addition or modification.*

1. The approval process starts by submitting to the ACC, two sets of the following items in acceptable form. One set shall be maintained by ACC and the other set, after approval or rejection, shall be returned to the builder or homeowner.
 - a. Architectural plans (1/4" =1'0"). Showing the floor plan(s) and all front, rear and side elevations. All proposed changes must be clearly marked. All elevations must show the approximate finished grade lines derived from the actual topography of the lot. Garages shall be side entry or rear entry except on corner lots where garage doors must not face any street.
 - b. Exterior finish schedule: indicating roofing materials, siding, brick, dryvit and all other exterior materials, finishes and textures. These may be noted on the architectural plans and elevations.
 - c. Site plan (1/8"=1'0"). Showing the location of all proposed structures, building setback lines, driveways, walks, retaining walls and open space, all clearly indicated in their approximate location and to scale. Indicate areas to be landscaped and areas to be left natural. Before clearing or construction can commence on any lot, the builder must stake and ribbon the outline of the house in its proposed location. A representative of the ACC will meet with the builder on the lot to review the house staking.
 - d. Exterior Color Schedule. Indicating roofing colors, brick and mortar selections, dryvit color and texture, siding and trim colors. The ACC may require samples of the above selections to be furnished by the builder/owner. The representative of the ACC is available to consult on exterior color selection at no expense to builder/owner.
 - e. Timing. An estimated date of completion should be included in the architectural approval submission, and all work should be completed within 30 days of the estimated date, weather permitting, unless a longer period is requested and approved by the committee
2. Owners agree to provide any additional documentation or information reasonably requested by the ACC, to complete its review. If all requests for information have been met by Owner, decision shall be made by the ACC within 30 days of receipt of all required documentation and information. If no approval is made within 30 days of the completed application, the requested change shall be deemed approved.

3. Final review of the submittals will be documented by the ACC in writing, and the builder/owner will receive a copy of the approval form and approved plans.
4. The builder or owner, shall comply with the following requirements, in addition to all others contained herein:
 - a. All construction, construction materials and debris shall be confined to owner's lot. Cleared debris (stumps, rocks, trash) and construction materials, shall be removed as often as necessary in order to keep house and lot in compliance with the aesthetic requirements herein. Said debris shall not be dumped on any lot or areas in the subdivision unless specifically approved by the ACC. The builder and owner must maintain the lot and house in an attractive manner at all times.
 - b. Under no circumstances shall trash be buried in any manner that creates an environmental hazard, violates code, or endangers any trees on the subject lot, or adjacent lots.
5. No cutting of trees, clearing, ditching, storing of materials, construction, or other work, shall begin on any lot until the following steps have been completed:
 - a. Builder has received a copy of the house approval form, as well as City Building permits required by all applicable codes;
 - b. Builder has received written staking approval from the ACC;
 - c. Builder has received a copy of the approved site plan.
6. Actions taken in derogation of these requirements, shall subject owner and builder to any remedies contained herein, in addition to equitable remedies provided under Tennessee law.
7. All new additions must comply with easement and setback restrictions, the conditions contained in these Design Standards, as well as local building codes.
8. The Liberty Downs BOD reserves the right to revoke ACC approval, and tear down any structures not complying with the provisions herein, substantially deviating from the plans submitted and approved, endangering the health or safety of Liberty Downs owners, or otherwise violating local building codes.

Section IV: HOME STRUCTURE REVISIONS OR IMPROVEMENTS

Please see Section III, Plan Approval Procedure, for pre-building requirements. All owners should be familiar with 1) these Design Standards, 2) CCRE requirements, and 3) City of Brentwood Building codes and requirements, before beginning construction.

A. Additions & Porches

1. Room additions and porches should be of similar materials, colors, and styles as the existing home.
2. Although naturally weathered western red cedar, or unpainted pressure-treated pine, maybe allowed for porches and screened porches on the *rear* of a structure, any porch or other addition that is located on the *front* or *side* of a house should be painted if wood is the primary building material. Painting colors for trim or siding which are pre-approved by the ACC are white, cream and gray, black and brown, so long as consistent with the home's primary color. All other colors must be approved by the ACC.

B. Roofing

1. Roofing should be of a consistent color throughout, and with a slope which complements the existing roof line.
2. Flat roofs are not allowed.
3. All roofing materials shall be hand-split wood shakes, wood shingles or dimensional asphalt or dimensional fiberglass shingles in colors and textures approved by the ACC. Samples are required. ACC will consider approval of metal roofing or other materials, based on consistency with the overall look and design of the community.
4. Roof pitches shall be 8 in 12, minimum, unless approved otherwise.
5. All changes in roof shingles, or materials, can drastically affect the overall appearance of Liberty Downs. All changes made, due to storm damage, maintenance or cosmetic purposes, beyond restoring the roof to the original condition must be approved by the ACC. Additions or alterations from the existing design or materials must be approved before beginning work.
 - a. Exception for Whole Roof: When a home requires an entirely new roof, homeowners are free to re-roof their home using the identical color and type of shingle found on the existing house, without obtaining ACC approval. However, if a new shingle type or other color is desired, the homeowner must receive approval of the color and type of material by submitting a sample to the Architectural Committee with the ACAC Request form.
6. All non-copper sheet metal work (roof caps, flashings, vents, chimney caps) must be painted or otherwise coated to match the roof. All roof stacks, and plumbing vents, must be placed on the rear slopes of roofs.

C. New Paint

1. Homeowners are free to repaint their homes using a color identical to the existing paint, without ACC approval. However, before changing the color of any exterior portion of their home, including garage doors, trim, fences, doors, windows, eaves troughs and shutters, new paint samples or a photograph of their current home must be submitted to the Architectural Control Committee.
2. Painting exterior brick and mortar must be reviewed and approved by the ACC. The material of the surface to be painted, along with samples, should be provided to the ACC. ACC approval will include consideration of paint or brick colors of nearby houses, with an aim toward preventing identical or similar colors for adjacent or nearby houses.

D. Accessory Structures

1. Accessory structures, including but not limited to Greenhouses, Gazebos, storage buildings, storage sheds, and detached garages, are strictly prohibited.

E. Patios and Decks

1. All patios and decks require ACC approval before construction or renovation begins. Work must be complete within 60 days of commencement, unless otherwise extended by the ACC.
2. Approval may be denied based on materials, location, and size of the patio or deck in relationship to the lot and house, as well as for violation of any other design standard contained in these DSE.
3. Decks may be painted or stained in the following colors, without obtaining ACC approval:
 - a. Same color as house trim.
 - b. Clear sealant
4. All visible wood construction should be of untreated western red cedar, unpainted pressure treated pine, or other stain color as approved by the ACC.
5. Aluminum balusters with protective powder coated finish and Trex composite material, or its equivalent, may also be used.
6. Decks that are visible from the street and greater than 4 ft above grade should be landscaped to provide effective screening of the underside of the deck.

F. Swimming Pools, and Outdoor Recreation

1. All tennis courts, swimming pools, bocce ball courts, horse-shoe courts, hot tubs, in ground spas and similar recreational improvements, must be approved by the ACC.

2. The terms “swimming pool”, “hot tub” and “in ground Spa” are defined herein as any structure, basin, chamber or tank which is intended for swimming, diving, recreational bathing or wading and which contain, are designed to contain, or are capable of containing water more than 24 inches (610 mm) deep at any point.
3. Swimming pools, hot tubs and in ground spas, must be maintained in a clean and sanitary condition, and in good repair, at all times. All must be capable of holding water, as originally designed, at all times. Empty swimming pools, hot tubs, and in ground spas are strictly forbidden, unless being actively repaired or maintained. All active repairs and maintenance must be completed, within 90 days of draining a swimming pool, hot tub or in ground spa.
4. Under no circumstances shall swimming pools, hot tubs, and in ground spas be allowed to accumulate rain or wastewater. All empty swimming pools, hot tubs and in ground spas, which are being actively repaired (as set forth in paragraph three above) must be equipped with a sump pump or other mechanical mechanism to ensure proper drainage, and avoid accumulation of rain or wastewater.
5. Failure to maintain the standards as set forth in paragraphs Three (3) and Four (4) herein, shall be deemed a health and safety violation.

G. Retaining Walls and Foundation Walls

1. All retaining walls and foundations walls require ACC approval, prior to construction. Note that a retaining wall is defined as a structure that meets the requirements of R404.0 of the International Residential Code (adopted version) needing engineered design.
2. All brick, dryvit and mortar selections must be approved by the ACC. Samples may be required.
3. All exposed concrete block or poured foundations, must be veneered to complement the house. No retaining wall shall rise more than 12 inches above the finish grade elevation of the earth embankment so retained and shall follow the contours of the land. Retaining walls must be of masonry construction, and the exposed part of these walls, must be veneered with brick, natural stone, or high-quality man-made stone and may be required to be painted to match the colors of the home.

Section V: SITE (LAND) IMPROVEMENTS

A. Grading and Filling

1. Individual grading and filling are discouraged at Liberty Downs as the contours of the land have been carefully planned to permit proper drainage and to enhance the land's natural beauty.
2. If a homeowner has a problem with drainage or desires to modify the grading within his lot, other than to restore the lot to the original graded condition, permission of the ACC must be obtained before making any changes to the land. The repair of uneven portions of a yard (dips or uneven areas) to make the yard "smooth" is not considered as grading and does not need approval.

B. Landscaping

1. Minimum Landscaping Requirements
 - a. Foundation plantings consisting of at least fifteen three-gallon size or balled, and bur lapped of any variety of evergreen, holly, flowering or other similar shrubs of at least 18" to 24" height.
 - b. Corner plantings of at least 3 to 6 dogwoods, juniper, holly or other similar plants balled, and bur lapped at a minimum height of 5' to 6'.
 - c. Complementary plants of at least twenty, one-gallon lower growing varieties.
 - d. All landscaping beds to be defined using rock, rubber, wood chips, nuggets, pine straw, or bark mulch. These beds shall extend at least 5' from the foundation of the house. Landscape beds in excess of 50 square feet, must contain plantings. Any mulched beds must be kept free of weeds. Mulch must be replenished when 25% or more of the ground is visible.
2. Landscape Borders:
 - a. Landscape borders should be no more than 8 inches high unless approved by the ACC.
 - b. All landscaping borders must be well maintained and neatly erected.
 - c. If landscape borders are used, they must edge all visible sides of a landscaped area, rather than just the front.
 - d. Patios, walks, and walls are acceptable as borders and do not require additional edging.
3. Landscaping Plantings:
 - a. Below is a list of trees, shrubs, and flowering plants that are native to this area and will help to preserve the natural beauty of Liberty Downs.
 - b. This list was compiled by a landscape architect and is meant only as a service to homeowners and not as a complete or required list of plant materials allowed in Liberty Downs. Care should be taken in selecting trees and shrubs so that the height does not encroach power lines or the root system cause damage to

foundations, sidewalks or driveways. Also, while traditional plantings do not require architectural approval, **plants that are not native to this area**, not normally available through local landscape or garden supply centers, **or not used in a traditional manner, require ACC approval.**

i. Examples of Native Trees

1. Bradford Pear
2. Dogwood
3. Indian Magic Crabapple
4. Red Bud
5. Red Maple
6. Red Oak
7. River Birch
8. Sergeant Crabapple
9. Saucer Magnolia
10. Snowdrift Crabapple
11. Sugar Maple`
12. Tulip Popular
13. Weeping Cherry

ii. Examples of Native Shrubs and Flowering Bushes

1. Azalea (In shady areas)
2. Boxwood
3. Crepe Myrtle
4. Juniper
5. Rhododendron (In shady areas)
6. Snowball Bush

iii. Examples of Native Flowers

1. Begonia
2. Daisy
3. Marigold
4. Peony

4. Maintenance of Landscaping and trees
 - a. All trees, shrubs, and bushes must be trimmed and maintained.
 - b. No live tree over 6" in diameter (and no dogwood tree or redbud tree over 2" in diameter), shall be removed without the prior, written consent of the ACC.
 - c. Dead trees must be removed by the homeowner within 6 months of failing to produce leaves. All stumps shall be ground away, and the surface leveled, seeded or replanted.
 - d. All trees, shrubs, and bushes bordering fences, walkways, and common areas need to be trimmed in such a fashion that they do not limit or impede access to walkways or common areas.
 - e. The Liberty Downs HOA shall remove all dead trees in the common area, within 6 months of the tree failing to produce leaves.
 - f. Limbs and branches, to be collected by the Brentwood Street Department for shredding, may not be set out at the curb prior to the week before the scheduled shredding (The City of Brentwood Website provides shredding schedules).
5. Vegetable Gardens
 - a. Gardens should be located behind the house.
 - b. Flowers and shrubs used for landscaping purposes are not considered gardens and may be located on the sides or front of a house.
 - c. Rows of gardens shall be well maintained and kept free of weeds.
6. Water Gardens and Ponds
 - a. Water gardens and ponds must be approved by the ACC, prior to construction commencing.
7. Lake Use and Enjoyment
 - a. Fishing is permitted by owners and their guests. All guests must be accompanied by an Owner. **Trespassers are subject to prosecution.**
 - b. If caught, invasive species such as Crappies shall be discarded, and not returned to the lake. The lake is meant to be a catch and release amenity. All Bass, Bluegill and Catfish must be released.
 - c. No motorized boats or equipment are permitted on the lake, except as owned, permitted, or otherwise required by the Liberty Downs Lake Committee or Board of Directors.
 - d. No boats or equipment may be docked or moored on the shore of the lake, except as owned, permitted, or otherwise required by the Liberty Downs Lake Committee or Board of Directors.
 - f. Feeding the Canada Geese is prohibited. The location of any nests should be reported to the ACC or BOD.

8. Common Area Creek and Dam
 - a. With respect to the creek that flows from the Common Area dam through to the east boundary of Liberty Downs at Green Hill Boulevard, any owner of any lot through which such creek flows shall maintain the creek so as to allow proper flow for the creek and shall, at a minimum, keep the creek clear of natural and man-made debris, cause suitable vegetation to be planted and grown on the banks of the creek to prevent erosion, and use reasonable efforts to maintain the health of the trees and other indigenous vegetation situated along the creek.
9. Water Diversion.
 - a. No excavation, grading, filling or any ditch, diversion, dam, or other thing or device which affects or alters the flow any waters in any nature or wash or drainage channel from, upon or cross any Lot shall be commenced, erected or maintained on any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to the Architectural Control Committee for written approval.
10. Riprap.
 - a. Owners of any lot with riprap on the property line, must keep riprap free of vegetation or weeds and must keep it clear of limbs, leaves, grass, or any other type of yard waste or debris.

Section VI: PLAY AND SPORTS EQUIPMENT

A. General Rules Applicable to all Play and Sports Equipment

1. All play equipment, or sporting equipment, including but not limited to: kiddie pools, trampolines, sandboxes, soccer goals, baseball nets, volleyball nets and the like, used in the same location for more than one week, must be approved by the ACC.
Basketball goals, satisfying condition (a) below, are deemed approved, without ACC review.
 - a. basketball goals must be mounted on black poles, have backboards painted white, or clear, and be free of peeling paint, cracks or rust.
2. All allowed play, or sports equipment must be kept in a good state of repair.
3. The Board of Directors reserves the right to repair or remove any play equipment that is not kept in a reasonable state of repair at the homeowner's expense, provided the homeowner has reasonable notice pursuant to the enforcement procedures herein.

B. Storage of Play Toys and Equipment

1. Toys are to be stored indoors or in an orderly fashion in a screened part of the backyard not visible from public view, or adjoining lots.

Section VII :FENCES AND WALLS

Owners should refer to Article VI, Section 2(b) of the Restrictive Covenants for further conditions on fencing.

A. General Fence Rules (applicable to all fences)

1. Fences must be well maintained, and free of dirt, mildew or algae.
2. Broken gates and boards are to be repaired or replaced.
3. All fences are to be structurally sound, and in keeping with the appropriate Building Codes.
4. Adding, modifying or replacing a fence requires ACC approval.
5. Fences must be set back from property lines, at a distance required by City Codes.
6. Solid looking, or shadow box privacy fencing may only be used to screen decks, patios and pools and cannot be used to surround entire yards or be used for border fencing.
7. Some brick or stone walls may be permitted in Liberty Downs provided they meet all other conditions contained in these DSE and the CCRE.
8. Wrought iron type vertical fencing made from either iron, steel or aluminum painted with a black factory finish may be used for either perimeter fencing or to surround screen decks, patios and pools, in which latter case the pool area enclosed cannot exceed 2000 square feet or to completely enclose the pool, whichever is greater.

B. Privacy Fences (for decks, patios and pools)

1. Privacy fences must be either 4 or 6 feet tall, with the maximum being 6 feet.
2. Panels should be 6-inch western cedar, redwood, or 6-inch pressure treated pine with pressure treated posts set 8 feet on center.
3. Privacy fencing may be used to surround an area no greater than 2000 square feet in the case of a pool, the privacy fencing can completely enclose the pool, in the event the pool is greater than 2000 square feet. The privacy fence must not be closer than 20 feet to any property line.
4. Any solid looking privacy fence must be painted or stained. Any stain color, including clear sealant, must be approved by the ACC.
5. Fencing of back yard play areas is discouraged. Only three rail cedar fencing, or three or four board wood plank fencing with 2x4 welded wire fabric stretched and stapled on the inside face, will be approved by the ACC for fencing play areas in rear yards. The 2x4 welded wire fabric may be omitted at the owner's discretion.

C. Border Fences

1. Three or four or five board wood plank fencing with 2x4 welded wire fabric stretched and stapled on the inside face, will be approved by the ACC for perimeter fencing. The 2x4 welded wire fabric may be omitted at the owner's discretion
2. Wrought iron type vertical fencing made from either iron, steel or aluminum painted or coated with a black factory finish, may be used for either perimeter fencing.
3. All three-, four-, or five-board wood plank fencing must be painted or stained black.
4. As is the case with any exterior modification, approval of the style, location, color and type of material must be approved in writing by the ACC before installation.

Section VIII: PODS/CONSTRUCTION DUMPSTERS

PODS/Dumpsters are only permissible with approval from the ACC. PODS/Dumpsters, when approved, must meet the following guidelines:

- a. PODS/ Dumpsters must be placed in the driveway, or in another location approved by the ACC, where it is least visible from the street.
- b. PODS/Dumpsters can only be on site for 6 weeks.
- c. If PODS use is projected to be longer than 6 weeks, it must be stored off site and the brought back for unloading. It cannot subsequently be stored on property for more than 2 weeks.

Section IX: PARKING

A. On Street Parking

1. On-street parking is strongly discouraged at Liberty Downs, but due to the limited, driveway parking space available, some on-street parking may be necessary for parties and guests. Occasional on-street parking is, therefore, permissible under the following conditions:
 - a. Current Brentwood City Code states that no vehicle shall be permitted to remain parked on any street for more than 24 hours
2. The Brentwood Police can authorize towing, if parked vehicles are impeding movement of emergency vehicles or the free flow of traffic in both directions.
3. At no time may vehicles be parked in a homeowner's yard, in any area defined as common area, or on access roads.

B. Boats, Campers, and Trailers

1. No house trailer or mobile home, school bus, truck or commercial vehicle over two and one half (2-1/2) ton capacity, boat or boat trailer shall be kept, stored or parked overnight either on any street or on any Lot, except within enclosed garages or completely screened from view.
 - a. Notwithstanding the foregoing, passenger automobiles may be parked in driveways, if the number of vehicles owned by the Owner, exceeds the capacity of the garage.
 - b. The foregoing will not be interpreted, construed or applied to prevent the temporary, non-recurrent parking of any vehicle, boat or trailer, for a period not exceeding 48 hours. CCRE, Article VI, Section 17.
2. In addition to any other remedy available in these Design Restrictions, any vehicle or recreational equipment set forth herein, parked in violation of these covenants or rules and regulations, may be towed at the expense of the owner.

C. Inoperable Vehicles

1. Inoperative vehicles or appliances may not be abandoned or stored on any lot, longer than 48 hours. Vehicles in violation may be towed away at the owner's expense. Significant auto repair must be performed within the garage or in an area completely screened from the street and neighbors.

Section X: YARD SALES, GARAGE SALES, MOVING SALES, ESTATE SALES

1. Yard, moving, estate, garage or other outdoor sales of this nature, are permitted only with approval of the ACC. Each owner shall be entitled to have one sale, per 12-month period, in addition to any neighborhood wide (*i.e.* any HOA sponsored) sale. No sale shall exceed a total of 48 hours, from start to finish.
2. Any signs authorized herein can be commercially produced and sold or home-made. Balloons on mailboxes, to more specifically identify the location, may be used so long as removed immediately after the sale concludes.
3. Unauthorized sales may be subject to an immediate fine of \$50.00, for each day of continuing sale.
 - a. Upon notification, by a representative of the HOA, a Board or Committee member, at the site of an unauthorized sale, the homeowner must shut down the sale and cease and desist from any further such activity within one hour or may incur the fine.
4. Approval must be sought, a minimum of two weeks prior to the scheduled sale. The ACC reserves the right to restrict and or remove, all displays, notes, signs or other markers indicating the location of the sale.

Section :XI RENTAL

1. All residential leases shall be three (3) months duration, or longer. A copy of the proposed lease shall be provided to the Property Manager.
2. All leases must contain language that, the Lessee must abide by the Liberty Downs Restrictive Covenants and Design Standards. Lessor shall provide a copy of both documents, to its Lessee.
3. The BOD may commence eviction proceedings to enforce this provision, and all legal costs shall be assessed against the homeowner.

Section XII: ENFORCEMENT, FINES AND APPEALS

Enforcement of the Design Standards is the responsibility of every owner. Violations may be reported to the Property Management Company, the Liberty Downs Board of Directors or the Architectural Control Committee.

Restrictive Covenants on each Owner's deed, authorize any or all of the following remedies for violation of the CCRE or these Design Standards:

- *loss of access to common areas,*
- *suspension of voting rights,*
- *entry upon the lot or structure to make corrections,*
- *monetary fines,*
- *liens and foreclosure of liens,*
- *any other remedies available under Tennessee law.*

A. Enforcement Process

1. Ongoing inspections shall be conducted by the HOA's Property Management Company, to ensure compliance with the CCRE and these Design Standards. The ACC may also investigate violations as required.
2. Notices herein will be sent to the homeowner's address on file with the Property Management Company. All owners are responsible for updating their preferred mailing address (for purposes of Notice herein), with the BOD or Property Management Company.
3. The following, graduated schedule, shall apply to all violations, **NOT** involving the health or safety of the lot owner, other residents of Liberty Downs, or general public.

FIRST NOTICE OF NON-COMPLIANCE: The first letter may be entitled "Courtesy Notice."

This letter to the Owner, should include the following:

- i. A plain English description of the violation; and
- ii. A reference as to where the violation may be found in the CCREs or Design Requirements; and
- iii. That the owner has 30 days to cure the violation; and
- iv. That a monetary fine may be imposed, if the violation is not cured within the time period allowed; and
- v. A reference to the appeal procedures contained in these Design Standards; and
- vi. A statement referring to Article III Section 8 of the Covenants allowing the homeowner a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

The Homeowner shall cure the violation within 30 days. Or, otherwise appeal the findings of the First Notice, according to the Appeal Procedures below.

SECOND NOTICE OF NON-COMPLIANCE: If not timely cured, a second Notice letter shall be sent. The date of mailing this Second Notice of Non-Compliance, shall be used for calculating any monetary fines subsequently imposed. As per section B (below), each day of continuing non-compliance shall be a separate violation, subject to fine.” This second letter may be entitled “Second Notice”. If certified mail is selected as a means of notice, **all** costs of certified mail, and any charges assessed to Liberty Downs, by the Management Company, shall be in addition to fines imposed. This second Notice should include:

- i. A plain English description of the violation; and
- ii. A statement that the noncompliance has not been timely remedied or has otherwise reoccurred within two (2) months of the last occurrence; and
- iii. Notification that a fine has been added to the homeowner’s account for the continued/reoccurring noncompliance; and
- iv. The total of the fine then accrued, along with a statement that each month of non-compliance shall be considered a separate offense, subject to fine; and
- v. A statement that the following, additional remedies may accrue, if no remedial action is immediately taken: *1) loss of access to common areas, 2) suspension of voting rights, 3) entry upon the lot or structure to make corrections, 4) liens to ensure collection of monetary fines or corrective work performed, 5) foreclosure of liens, and/or 6) any other remedies available under Tennessee law.*
- vi. A reference to the appeal procedures contained in these Design Standards; and
- vii. A statement referring to Article III Section 8 of the Covenants allowing the homeowner a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.

At any time after mailing the Second Notice, a 2/3 majority of the Liberty Downs Board, may then elect to exercise any or all of the remedies set forth above.

FINAL NOTICE OF NON-COMPLIANCE. This notice may be sent any time after the Second notice above. This notice may be entitled “Final Notice”. This third, final notice shall provide:

- i. the total, as of the date of mailing, of all fines then added to the owner’s account; and
- ii. a statement that each month of continuing, non-compliance shall be considered separate offense, subject to fine.
- iii. a statement that all costs of Notice, and any charges assessed to Liberty Downs, by the Management Company, shall be added to the base fine.
- iv. if not exercised earlier, the Final Notice may indicate the date upon which the HOA intends to exercise any rights of abatement, injunctive relief, or other remedies available to the HOA by the CCRE.

- v. that all costs of remedial action, shall be added to the homeowner's account.
 - vi. that, in addition to all remedies contained herein, failure to immediately cure may result in commencement of legal action, with all reasonable attorney's fees and court costs assessed against Owner.
 - vii. A reference to the appeal procedures contained in these design standards; and
 - viii. A statement referring to Article III Section 8 of the Covenants allowing the homeowner a reasonable opportunity to be heard, in person and through representatives of such Owner's choosing.
4. Notwithstanding the provisions above, for all violations potentially affecting the health or safety of the lot owner, any resident of Liberty Downs, or the general public, all remedies and equitable powers, available in these Design Standards, CCRE, and Tennessee law, upon a unanimous vote of the Liberty Downs BOD, shall be immediately available to the Liberty Downs BOD. Reasonable notice shall be given to the homeowner, that a violation affecting health or safety has deemed to have occurred, the specific violation, and intended equitable action by the Liberty Downs BOD. Notice herein shall be sent by Certified mail.

B. Timeframe for Curing Violations resulting in Monetary Fines

1. Matters NOT involving health or safety of the homeowner, other lot owners, or general public.
 - a. Whoever violates or fails to comply with any of the provisions of these Design Restrictions, or CCRE , including provisions of any standard, technical or other code adopted by reference in these Design Restrictions, may be fined (\$100.00) for each offense. **Unless otherwise provided below or by majority vote of the Board of Directors, a separate offense shall be deemed committed each month during or on which a violation or noncompliance occurs or continues.** The homeowner shall be given 30 days to cure the violation, before imposition of any fines or other remedial action. However, fines shall commence on the date of mailing the Second violation Notice, if the violation is not remedied within 30 days.
 - b. The penalties provided herein shall be in addition to any fee, deposit, charge, surcharge, interest, insurance or abatement costs provided in these Design Restrictions, Liberty Downs CCRE , Brentwood City Ordinances, or in any standard, technical or other code adopted by reference in these Design Restrictions, or in any rule or regulation promulgated under authority of State law, including reasonable attorney's fees and court costs.

2. Matters involving or concerning the health and safety of the homeowner, other lot owners, or general public.
 - a. Unless stated otherwise, all violations involving issues of health and safety, may be assessed a fine of \$100.00 per violation, per month. Monetary fines shall commence, upon mailing of any Notice to the homeowner and the expiration of a reasonable amount of time to cure the condition.
 - b. All equitable powers provided in these Design Standards, and otherwise available by law, shall be immediately available to the Liberty Downs BOD upon discovery of any health and safety violations.

Appeals

1. **Appealing the existence of a violation:**
 - a. Within 14 days of receiving the First Notice of Non-Compliance, a homeowner may submit documentary or photographic evidence disputing that the violation existed on the date alleged.
 - b. The ACC shall review any submissions and overturn the violation Notice if it appears, by a preponderance of the evidence (more likely than not) that the violation did not occur. The ACC decision will be made by a majority of the then acting ACC committee members.
 - c. Owner shall receive notice of the ACC decision by email or US mail, 1st class.
 - d. Violations are presumed to have occurred, if not appealed by Owners within 14 days of mailing the Second Notice of Non-Compliance. The review decision of the ACC, with regard to the existence or non-existence of a violation, is conclusive and final (not further appealable).
2. **Appealing imposition of a monetary fine, or other equitable remedy:**
 - a. Notwithstanding the appeal procedures set forth below, all monetary fines are due when originally assessed, and collection efforts may commence immediately.
 - b. BOD Appeal. Any owner may request reduction or elimination of fines, liens or other remedial actions (See section XI(A)(3)) imposed for violations of these Design Standards.
 - i. The request for Appeal must be made in writing.
 - ii. The homeowner shall submit one copy of each appeal to the ACC Chair, and to the Liberty Downs BOD President.
 - iii. The owner shall state all reasons supporting its Appeal and provide copies of any documents or exhibits that it wishes the BOD to consider, with the appeal request above.
 - iv. The Liberty Downs BOD shall review all evidence and supporting documentation, at its next scheduled meeting. The BOD may, in its sole discretion, reduce or eliminate the fines, previously imposed.

- v. Results of BOD's decision will be emailed or mailed 1st class US mail, to the owner.
- vi. The decision of the BOD is final and non-appealable.
- vii. If the Owner's Appeal is denied after review by the BOD, the homeowner must:
 - 1. Bring the violation into compliance as outlined in these guidelines and pay any fines imposed and costs incurred; or
 - 2. Be prepared for the HOA to cure the violation at the homeowner's expense; or
 - 3. Be subject to any further monetary, equitable or legal procedures outlined or incorporated herein.