



(c) To be and constitute the Association described in the Declaration of Covenants, Conditions and Restrictions for Rockford Home Owners Association, Inc. (hereinafter referred to as the "Declaration"), which Declaration is part of the records in the office of the Judge of Probate of Jefferson County, Alabama, and to perform all obligations and duties and to exercise all rights and powers of the Association as specified in the Bylaws of the Association, and as provided by all applicable statutes.

(d) To engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Alabama.

FOURTH: The powers of the Association shall include and be governed by the following provisions:

(a) No member, director or officer of the Association shall receive any distribution of the income or other assets of the Association.

(b) The Association shall have all of the common law and statutory powers of a nonprofit corporation which are not in conflict with the terms of these Articles, the Declaration and the Bylaws of this Association.

(c) The Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in these Articles, the Declaration, or in the Bylaws of the Association as the same may be amended from time

to time as therein provided, said Declaration being incorporated herein as if set forth at length including, without limitation, the following:

(i) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

(ii) To manage, control, operate, maintain, repair, and improve property subjected to the Declaration or any other property for which the Association by rule, regulation, Declaration, or contract has a right or duty to provide such services;

(iii) To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(iv) To enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Declaration or Bylaws;

(v) To borrow money for any purpose, as limited in the Bylaws, and with the assent to two-thirds (2/3) of members, in

good standing, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(vi) To dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of members, in good standing, agreeing to such dedication, sale or transfer;

(vii) To participate in mergers and consolidations with other non-profit corporations organized for the same purposes or to annex additional residential property and Common Area, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of members;

(viii) To enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(ix) To act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(x) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration;

(xi) To provide any and all supplemental municipal services as may be necessary or proper.

(xii) To have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under the Non-Profit Corporation Act of the State of Alabama by law may now or hereafter have or exercise.

(xiii) The powers specified in the foregoing clauses shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other clause herein contained, by the powers specified in each of the foregoing clauses of this Article shall be regarded as independent powers.

(d) Terms contained in this instrument and not expressly defined herein shall have the same meanings provided in the Declaration.

FIFTH: The Association shall not have the authority to issue certificates or shares of stock, but shall be composed of members, subject to the following terms and conditions:

(a) The Association shall have one class of members, with the owner(s) of each Unit being a member of the Association and, if in

good standing regarding payment of dues and adherent with covenants, entitled to one vote per single family dwelling.

(b) Any change of membership shall be evidenced by filing for record a deed or other appropriate instrument in the Office of the Judge of Probate of Jefferson County, Alabama, which deed or other instrument shall establish record title to a Lot or other real property subject to the Declaration, which deed or other instrument shall be deemed to qualify as written notice to the Association of such change in ownership. The Grantee designated to such deed or other instrument automatically becomes a member of the Association; the membership of the prior owner is contemporaneously terminated.

(c) The share of a member of the Association in the assets of said Association shall not be conveyed, assigned, hypothecated, sold, or transferred in any manner, except as an appurtenance of his Unit.

SIXTH: The business of the Association shall be managed by the Board of Directors of the Association. The names and addresses of the persons who are to serve as the initial Board of Directors are as follows:

Janet Miller  
Janet Miller  
713 Rockford Circle  
Birmingham, Alabama 35209

Gary Kennard  
Gary Kennard  
753 Rockhurst Drive  
Birmingham, Alabama 35209

Joel F. Alexander, III  
Joel F. Alexander, III  
700 Rockford Drive  
Birmingham, Alabama 35209

Susan E. Johnson  
Susan E. Johnson  
757 Rockford Circle  
Birmingham, Alabama 35209

Robert E. Sadler  
Robert E. Sadler  
665 Rockhurst Drive  
Birmingham, Alabama 35209

There shall be five (5) directors of the original Board of Directors for this organization. There will be an election conducted each year for a succeeding Board of Directors. The specific method of election, term of office, removal and filling of vacancies with respect to the Board of Directors shall be as set forth in the Bylaws.

SEVENTH: The address of the initial registered office of the Association is 700 Rockford Drive, Birmingham, Alabama 35209, and the name of its initial registered agent at such address is Joel F. Alexander, III.

EIGHTH: The name and address of the incorporators of this organization is as follows:

Janet Miller  
Janet Miller  
713 Rockford Circle  
Birmingham, Alabama 35209

Gary Kennard

Gary Kennard  
753 Rockhurst Drive  
Birmingham, Alabama 35209

Joel F. Alexander, III

Joel F. Alexander, III  
700 Rockford Drive  
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Susan E. Johnson

Susan E. Johnson  
757 Rockford Circle  
Birmingham, Alabama 35209

Robert E. Sadler

Robert E. Sadler  
665 Rockhurst Drive  
Birmingham, Alabama 35209

IN WITNESS WHEREOF, the incorporator has hereunto set our hand  
and seal this 27<sup>th</sup> day of October, 1993.

Janet Miller

Janet Miller  
713 Rockford Circle  
Birmingham, Alabama 35209

Gary Kennard

Gary Kennard  
753 Rockhurst Drive  
Birmingham, Alabama 35209

Joel F. Alexander, III

Joel F. Alexander, III  
700 Rockford Drive  
Birmingham, Alabama 35209





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State of Alabama - Jefferson County  
I certify this instrument filed on:  
1997 APR 07 P.M. 14:53

Recorded and \$  
and \$42.00  
\$  
Mtg. Tax  
Deed Tax and Fee Amt.  
Total \$  
42.00

GEORGE R. REYNOLDS, Judge of Probate



9704/5001

BYLAWS  
OF  
ROCKFORD HOME OWNERS ASSOCIATION, INC.

Article I

Name, Principal Office and Definitions

1.01 Name. The name of the Association shall be Rockford Home Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

1.02 Principal Office. The principal office of the Association in the State of Alabama shall be located at the residence of the President of the Association. The Association may have such other offices, either within or without the State of Alabama, as the Board of Directors may determine or as the affairs of the Association may require.

1.03 Definitions. The words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for Rockford Homes (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II

Association; Membership, Meetings, Quorum, Voting, Proxies

2.01 Membership. The Association shall have one (1) class of membership.

2.02 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

2.03 Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. Meetings shall be of the Voting Members or their alternates. The next

annual meeting shall be set by the Board so as to occur no later than ninety (90) days after the close of the Association's fiscal year. Subsequent regular annual meetings of the Voting Members shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject to the foregoing, the annual meeting of the Voting Members shall be held at a date and time as set by the Board of Directors.

2.04 Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority quorum of the Board of Directors or upon a petition signed by Voting Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the Notice.

2.05 Notice of Meeting. Written or printed notice stating the place, day, and hour of any meeting of the Voting Members shall be delivered, either personally or by mail, to each Voting Member entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Voting Members at his address as it appears on the records of the Association, with postage thereon prepaid.

2.06 Waiver of Notice. Waiver of notice of meeting of the Voting Members shall be deemed the equivalent of proper notice. Any Voting Member may, in writing,

waive notice of any meeting of the Voting Members, either before or after such meeting. Attendance at a meeting by a Voting Member or alternate shall be deemed waiver by such Voting Member of notice of the time, date, and place thereof, unless such Voting Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all the business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to vote.

2.07 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Voting Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Voting Members in the manner prescribed for regular meetings.

The Voting Members present at the duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Voting Members to leave less than a quorum, provided that Voting Members or their alternates representing at least twenty-five percent (25%) of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

2.08 Voting. Each single family dwelling shall have one (1) vote. Each member shall be in good standing and have one (1) vote per single family dwelling. A member in good standing shall mean member current in payment of assessments of dues and not

in violation of any covenants.

2.09 Proxies. Voting members may vote by proxy or in person or through their designated alternates.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty percent (50%) of the total number.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Voting Members representing two-thirds (2/3) of the total vote of the Association in good standing shall constitute a quorum at all meetings of the Association.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

2.13 Action Without a Meeting. Any action required by law to be taken at a meeting of the Voting Members, or any action which may be taken at a meeting of the Voting Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Voting Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Voting Members.

### Article III

#### Board of Directors: Number, Powers, Meetings A. Composition and Selection.

3.01 Governing Body: Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except as provided in Section 3.02 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board

at the same time.

3.02 Directors During Declarant Control. The Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant for the period stated in paragraph 3.03, unless the Declarant shall earlier surrender this right to select Directors. The Directors selected by the Declarant must be Owners and Residents in good standing. The initial terms of the Directors shall be fixed at the time of their election as they among themselves shall determine.

3.03 Election and Term of Office. Notwithstanding any other provision contained herein:

(a) At the first annual meeting of the membership and at each annual meeting of the membership thereafter, elections shall be held for all vacancies existing on the Board.

So long as there are seven (7) Directors, there shall be concurrent terms for no less than four (4) members. At the expiration of the initial term of office of each respective member of the Board of Directors, a successor shall be elected to serve for a term of three (3) years. The members of the Board of Directors shall hold office until their respective successor shall have been elected by the Association. Nominated members shall be in good standing.

3.04 Number of Directors. The number of Directors in the Association shall be not less than five (5) nor more than seven (7), as the Board of Directors may from time to time determine by resolution. The initial Board shall consist of seven (7) members and are identified in the minutes of the first meeting of the Board.

3.05 Nomination of Directors. Except with respect to Directors selected by Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the

Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Voting Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the Floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.06 Removal of Directors and Vacancies. Directors may be removed by a vote of a majority of the Voting Members present at a meeting called for that purpose for cause or for no cause. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected solely by the votes of Voting Members other than the Declarant may be removed from office prior to the expiration of his or her term by the votes of a majority of Voting Members.

In the event of death or resignation of a Director, his or her successor shall be selected by a majority of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

3.07 Voting Procedure for Directors. The first election of the Board shall be conducted at the first meeting of the Association. At such election, the Voting Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Votes shall be cast as provided in Section 3.03. The persons receiving the largest number of votes shall be elected.

B. Meetings.

3.08 Organization Meetings. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within ten (10)

days thereafter at such time and place as shall be fixed by the Board.

3.09 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

3.10 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President, Vice President, or Secretary of the Association, or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) by written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by telegram, charges prepaid. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) days before the time set for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned, or given to the telegraph company at least ninety-six (96) hours before the time set for the meeting.

3.11 Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver



of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.12 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. No director shall receive any compensation from the Association for acting as such unless approved by Voting Members representing a majority of the total vote of the Association at a regular or special meeting of the Association.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and a record of all transactions and proceedings occurring at such meetings.

3.15 Open Meetings. Subject to the provisions of 3.16 of this Article, all

meetings of the Board shall be open to all Members, but Members other than Directors may not participate in any discussion or deliberation unless expressly so authorized by a majority of a quorum of the Board. The Board reserves the right to meet in Executive session concerning subjects that are determined to be too sensitive to discuss in public.

C. Powers and Duties.

3.16 Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or these Bylaws directed to be done and exercised exclusively by the Members.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the Managing Agent or Manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to take and be responsible for the following actions, by way of explanation, but not limitation:

(a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, provided, unless otherwise determined by

the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in one installment, to be due and payable in advance on the 2nd day of January of each year;

(c) providing for the operation, care, upkeep, and maintenance of all the Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation for such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; there reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other major provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws,

and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgages, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Residential Unit, any Owner of a Residential Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Residential Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Residential Unit and, all other books, records, and financial statements of the Association; and

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

## Article IV

### Officers

4.01 Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer. The Board of Directors may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, excepting the offices of President and Secretary. Officers shall be elected from among the members of the Board of Directors.

4.02 Election Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Director following each annual meeting of the Voting Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4.03 Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

4.04 Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget.

4.05 Resignation. Any officer may resign at any time by giving written notice

to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.06 Agreements, contracts, Deeds, Leases, Checks Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers or by the President and Treasurer or by such other person or persons as may be designated by resolution of the Board of Directors.

## Article V

### Committees

5.01 General. Committees to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present are hereby authorized. Such Committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed as required by law and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

5.02 Covenants Committee (Architectural Control Committee). The Covenants Committee is a part of the Association's Board of Directors. The Home Owners elect the Covenants Committee (Architectural Control Committee) following the same procedures as set forth for the election of the Board. The Covenants Committee consists of no less than five (5) nor more than seven (7) members. Acting in accordance with the provisions of the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants

Committee (Architectural Control Committee) shall be the hearing tribunal of the Association. All recommendations of the Covenants Committee (Architectural Control Committee) are subject to the approval of the Board of Directors. One member of the Covenants Committee (Architectural Control Committee) shall report directly to the Board of Directors. If a quorum of members of the Covenants Committee (Architectural Control Committee) are not available to act on an urgent issue, then the Board of Directors could act in their place. Responses to requests for variances will be made in a timely fashion. One member of the Board of Directors shall also be a member of the Covenants Committee (Architectural Control Committee).

## Article VI

### Miscellaneous

6.01 Fiscal Year. The initial fiscal year of the Association shall be the 1st day of January to the 31st day of December of each calendar year.

6.02 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Alabama law, the Articles of Incorporation, the Declaration or these Bylaws.

6.03 Conflicts. If there are conflicts or inconsistencies between the provisions of Alabama law, the Articles of Incorporation, the Declaration, and these Bylaws, the provisions of Alabama law, the Declaration, the Articles of Incorporation, and the Bylaws (in that order) shall prevail.

6.04 Books and Records.

(a) Inspection by Members and Mortgages. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board, the committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and document of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

6.05 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and



shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid;

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Residential Unit of such owner; or

(b) if to the Association, the Board of Directors, or the Managing Agent, at the principal office of the Association or the Managing Agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

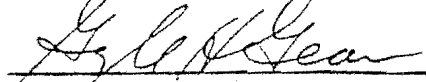
6.06 Amendment. These Bylaws may be amended only by the affirmative vote (in person or by proxy) of Voting Members representing seventy-five percent (75%) of the total votes of the Association. Any amendment must be recorded in the Probate Records of Jefferson County, Alabama.

#### CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Rockford Inc., a Alabama corporation;

That the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the 3rd day of March, 1994. [The bylaws were distributed at the Annual meeting on June 26, 1995.]

  
\_\_\_\_\_  
Board Secretary