

**Rockford Homeowners Association  
Policy Adopted May 13, 2004**

The Rockford Homeowners Association's Board of Directors is duly elected to uphold and enforce the Association's Articles of Incorporation, Covenants, and By-Laws. In carrying out these duties, the Board may, from time to time, initiate action against any homeowner who refuses to abide by these documents.

It will be the policy of the Board to adhere to a set of guidelines in dealing with homeowners who violate provisions of any of the three legally binding documents. This policy will include the taking of corrective action as well as the levying of fines. The homeowner will be responsible for all costs incurred by the Board and for all fines levied.

When a homeowner is found to not be in compliance, the Board will discuss the situation and take appropriate action as agreed upon by a majority of Board members in attendance at that time. The non-compliance will be addressed in the following manner:

**Phase I** – The Board will attempt to notify the homeowner via phone giving thirty days notice in which to correct the deficiency.

**Phase II** – If the deficiencies are corrected, the Board will send a letter to homeowner thanking them for complying with Board's request and no further action is required or fine levied.

**(OR)**

If the homeowner does not respond to initial verbal request within thirty days, a letter will be sent giving the homeowner two weeks to respond. This letter will detail the actions the Board will undertake to correct deficiencies and confirmation that any expenses incurred and/or fines levied are payable by the homeowner on demand. Until such expenses and/or fines are paid in full, a lien may be placed on the property. Monies not paid within thirty days will incur interest, compounded monthly, until all amounts are paid.

**Phase III** – If, based on the letter sent in Phase II, the homeowner does not engage in any meaningful dialogue with the Board, the Board may elect, as a last resort, to have an attorney send a letter to homeowner, explaining the actions Board is about to undertake, and by what authority. Concurrently, the Board may begin making arrangements to correct the deficiencies by scheduling with appropriate contractors. Within five days of receipt of letter from an attorney, the Board may commence with correcting the deficiencies with a majority vote of Board members.

### **Levying of Fines**

The Board has the option of levying fines when it has determined that any homeowner has acted in a capricious or deliberate manner in ignoring the rules as set forth by the Association. These fines may be levied along with any expenses the Board incurs in getting the homeowner's property in compliance or may be imposed in lieu of the Board taking the responsibility of making repairs for the homeowner. Fines may be imposed in increments up to \$500 per incident. However, if the homeowner continues to ignore the Board's demand to come into compliance, the Board may impose an additional fine, not to exceed \$500 at each subsequent Board meeting, whether that Board meeting is regularly scheduled or not. The imposing of fines will be determined by a majority vote of the Board members in attendance at that meeting. Fines are owned on demand and after thirty days, may incur interest, compounded monthly, until all amounts are paid.

9226

STATE OF ALABAMA

JEFFERSON COUNTY

PROTECTIVE COVENANTS

This Declaration of Protective Covenants is made and entered into on this 21<sup>st</sup> day of AUGUST, 1989 by Rockford Joint Venture, hereinafter referred to as "Declarant".

WITNESSETH:

Declarant is the owner of all of the Lots within the Survey of Rockford, the map or plat of which is recorded in Map Book 162 at page 26 in the Office of the Judge of Probate of Jefferson County, Alabama. Said property may sometimes hereafter be referred to as the "property". Declarant has determined to impose certain covenants and conditions upon the property which shall be binding upon the property and any lots into which the property might be subdivided (the "lots") and the subsequent owners and occupants thereof. The purpose of this instrument is to more particularly set forth said covenants.

Now, therefore, Declarant hereby covenants and declares that the property shall from henceforth be subject to the declarations, covenants, restrictions and conditions as follows:

1. DETACHED RESIDENTIAL USE. Each lot located within the property shall be restricted to detached single family residential use. No lot or combination of lots may be used for townhouses, condominiums, or other forms of attached dwellings.

2. INGRESS AND EGRESS RESTRICTION. There shall be permitted no ingress and egress to and from any lot directly from Beacon Parkway East or Beacon Parkway West. No lot which borders Beacon Parkway East or Beacon parkway West shall be improved with any driveways or other means of access to or from any such lot directly from those streets. No portion of the property or any lot located within the property may be used in any manner which would permit ingress to or egress from that certain parcel of land which joins the property on the western and southern boundaries of the property.

3. BUFFER AREAS. Each lot which borders Somerset House Condominiums shall be subject to thirty five (35) foot wide undisturbed buffer area across any such lot along its common boundary line with Somerset House Condominiums. Said thirty five (35) foot buffer area may be improved with utilities, graded or otherwise disturbed, and shall be planted, to the extent to which the terrain is disturbed and topography of said buffer area will permit, with a stand of pine trees for the purpose of providing an additional visual buffer of the view of the Somerset House Condominiums to any such lot.

4. SUBDIVISION. The property may never be subdivided into more than 140 individual single family lots. The location of the streets and lots to be included in such subdivision shall be as approved by the Subdivision Committee of the Birmingham Planning Commission and may not be altered except that the exact location of the lines between adjoining lots may be changed as might become necessary because of the topography of the land (subject to the approval of said Committee) and that any two or more lots may be combined to create a fewer number of larger lots in the event the topography of the property so requires (subject to the approval of said Committee).

5. ARCHITECTURAL CONTROL COMMITTEE. Declarant hereby establishes an Architectural Control Committee (hereinafter the "Committee"). The Committee shall be initially composed of at least five members each of whom shall be appointed by the Declarant. The membership of the Committee shall be controlled by the Declarant until the expiration of one (1) year after the date on which Declarant has conveyed all of the lots. Until said time, any member of the Committee (except the member designated by the Glen Iris neighborhood pursuant to the provisions of this paragraph) may be removed and replaced at the discretion of the Declarant. Subsequent to said time, the membership of the Committee shall be determined by the owners of a majority of the lots. Provided, during such time as the membership of the Committee is controlled by the Declarant, the membership shall include one member from the Glen Iris neighborhood, as said neighborhoods are established by the Office of Community Development of the City of Birmingham, said member being subject to the approval of the Declarant, which approval shall not be unreasonably withheld.

6. APPROVAL OF PLANS AND SPECIFICATIONS. No improvement, including, but not limited to, residential dwellings, fencing, carports, garages, driveways, signs, mail boxes, lighting facilities, sidewalks, and landscaping, shall be constructed or altered on any lot until the architectural design and plans and specifications therefor, including, but not limited to, the color, size, location, construction materials and design, have been submitted to and approved by the Committee. No trees or other vegetation shall be removed or altered in any manner, nor shall dirt be moved or removed, nor shall the topography in any manner be altered with respect to any portion of the property without the prior written approval of the Committee. Upon the completion of the construction of any such improvements, the exterior appearance of same may not be altered, whether by change in color, size, or otherwise, until any such alteration has been approved by the Committee. Any request for approval pursuant to this paragraph shall be submitted to a representative designated by the Committee. Such requests shall be in writing and shall include plans and specifications and such other information as the Committee might require, together with the name and address of the maker of the request and the legal description of the land affected by the request. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give its response thereto. Any such request not approved or disapproved in writing by the Committee within 30 days after the submission of same to the Committee, shall be deemed approved. A request shall be deemed to have been made upon same being delivered in writing to the Committee's designated representative together with the information required under this paragraph. Any approval or disapproval by the Committee shall be deemed to have been delivered to the requesting party upon same having been either delivered in person to the requesting party or deposited in the United States mail addressed to the requesting party at the address given in the request.

The Committee representative shall call a meeting of the Committee members to consider all requests made pursuant to this paragraph. Notice of the time and place of all such meetings shall be given to each Committee member at least five (5) days prior to date thereof. Such notices shall be deemed given and received upon delivery to the Committee member or upon same having been deposited in the United States mail and addressed to the office or home address of the Committee member.

All decisions of the Committee with respect to approvals or disapprovals under this paragraph shall be by the majority vote of those in attendance at a duly called Committee meeting, at which a quorum (majority of the members) is present.

7. MAINTENANCE OF COMMON AREAS: There are certain areas within the confines or immediately adjacent to the property (ie: right of ways, etc.) that are defined as "Common Areas," and that shall require the collective maintenance efforts of all the home owners (even though the "Common Areas" are located wholly or partially on private lots). These areas consist of the perimeter wall at Beacon Parkway East and Beacon Parkway West borders, landscaping at same wall, sprinkler systems at same wall, lighting at same wall, the mail station and any fence at the adjacent property lines to Lots 24-D, 24-A, & 24-B Beacon Center. The Declarant shall provide routine maintenance of those areas until June 1, 1990 or after that time if he may so deem suitable, with each property owner in residence paying to the Declarant \$7.00 a month to defer these maintenance costs. After that time, the Declarant shall not be obligated to maintain the Common Areas. Each Lot Owner shall participate in the maintenance of such Common Areas in accordance with the provisions of this paragraph. Each Owner agrees to participate in the formation of an owner's association, to be formed no later than that date the Declarant terminates his routine maintenance under this paragraph. Each Lot Owner shall pay 1/126th of the cost of forming the owner's association, including reasonable legal fees and recording costs incurred. The association shall have the sole responsibility for maintaining the Common Areas (and such responsibility shall be limited to maintenance of Common Areas described above) in whatever manner it deems appropriate, including but not limited to a pro-rata annual assessment against each Lot Owner for 1/126th of the amount of the actual and projected maintenance costs, but such power to assess shall be limited to the actual and projected cost of maintaining the aforesaid Common Areas. Each Lot Owner agrees to pay the amount of such assessments as they are levied from time to time by the association within ten (10) days of the date of such assessment. The owners of each Lot shall be entitled to one (1) vote in the conduct of the association's affairs. The Developer will provide assistance in the formation of the home owner's association, but each Lot Owner recognizes and agrees that all costs associated with the formation of such owner's association shall be borne by the Lot owners as described herein. It is understood that the Declarant shall be relieved of any and all responsibility for maintaining the Common Areas on June 1, 1990 or that date so stipulated regardless of any or inaction on the part of any Lot Owners and the Lot Owners shall maintain the Common Areas on and after that date.

Each Lot Owner shall permit the Declarant, the owners' association or other third parties access across their Lot as may be reasonably necessary or convenient to maintain the Common Areas.

8 CONSTRUCTION QUALITY STANDARDS. Any residential dwelling constructed upon any lot shall be subject to certain minimum construction quality standards, which shall include the following:

(a) All windows shall be of wood construction and no metal cased windows shall be allowed.

(b) All driveways must be of concrete construction.

(c) The color and brand of the roof must be Celotex Fiberglas/20, Weathered Wood Blend. Should said color and brand no longer be available, the roof color and brand shall be the closest equivalent available and approved by the Committee.

(d) The residential dwelling shall include nine (9) foot ceilings on the first floor.

(e) Each residential dwelling shall include decorative front light fixtures.

(f) Any metal chimneys must be encased in one of the materials listed in paragraph 7(h). Said encasement shall extend to the ground level for all chimneys located on the front of the dwelling.

(g) No solar collecting system or television dish may be installed on the roof or on the lot unless same has been approved in writing by the Committee.

(h) The siding on the residential dwellings shall be O.S.

Cordova, Jenkins brick, strip Masonite, or "dry-vit",. No sheet 4 x 9 siding shall be allowed. If the sidings listed in this paragraph are no longer available, then the closest equivalent thereto may be used, subject to approval by the Committee. Masonite may only be used in gables or no more than 10% in other veneer.

(i) No built-up roofs shall be allowed.

(j) No exposed block shall be allowed around the foundation or any place on the exterior of any residential dwelling.

(k) Any residential dwelling which includes only one level must include a minimum of 1,350 square feet (gross footage, inclusive of porches and garages). Any residential dwelling which includes one and one-half levels must include a minimum of 1,500 square feet (gross footage, inclusive of porches and garages). Any residential dwelling which includes two levels must include a minimum of 1,650 square feet (gross footage, inclusive of porches and garages.)

9. MAINTENANCE STANDARDS. All improvements on each lot and the yards and grounds on each lot must be kept and maintained in a good, neat, clean and orderly condition by the owners and occupants thereof. The obligations set forth herein shall include, but not be limited to, the proper seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting and other appropriate external care of all structures, all in a manner and with such frequency as is consistent with good property management. The Committee shall have the right to establish and amend from time to time certain standards to govern the condition and maintenance of improvements and lots as required pursuant to this paragraph.

10. CREATION OF EASEMENTS. It is anticipated that a single family residential home shall be constructed on each lot. Each home shall be located in such a manner so that there shall be a minimum of Nine (9) feet between each home located on the property (to be measured between the closest outside walls of the homes). The home to be constructed on each lot may be situated so that one side wall of the home is located up to and on one side line of the lot (provided that the required distance between each home on the property is maintained). Any such lot shall hereafter be referred to as the "dominant lot" and the side line which the home is located up to or on shall thereafter be referred to as the "dominant side." The owner(s) of each dominant lot shall have, and there is hereby created in favor of each dominant lot, a five (5) foot wide easement across the lot which joins the dominant lot on its dominant side, the easement to extend along their common property line from the front to the rear thereof, for the limited purpose of facilitating the construction and maintenance of the home. The easement herein created shall apply not only during the construction phase but shall also run with the lots subject thereto and in favor of the dominant lot, and apply to the continued maintenance and repair of the home and the reconstruction of a home in the event of its partial or total destruction. Any party exercising its rights under the easement herein established shall not cause any damage to any lot which is subject to this easement and may exercise its rights only during reasonable hours and in a reasonable manner. The easement herein created shall not permit the alteration in any manner of any area subject to the easement by the owner of the "Dominant Lot".

11. EASEMENT FOR DECORATIVE FENCING. There is hereby established and declared in favor of all of the Lots in the subdivision a non-exclusive easement for the maintenance of a decorative fence along the boundary line of Beacon Parkway East and Beacon Parkway West. The owners of each Lot, or their heirs, successors, or assigns, or any one or more of them, shall have the right, from time to time, to maintain and restore said fence in said location in keeping with the original design and construction thereof. This right and easement shall include the right to enter upon the rear portions of any lot which borders on Beacon Parkway East or Beacon Parkway West for the limited purpose of performing any such maintenance or restoration, provided that same is accomplished after reasonable notice to the owners of said Lots, at reasonable times, and in a reasonable manner. The owners of said adjoining lots shall not be required to contribute to the expense for maintaining or repairing said decorative fencing unless they shall first give their written consent thereto. The easement herein established and declared shall run with the lands in favor of the owners of each lot within the Property. In addition to the easement described above, each Lot Owner hereby grants to each adjoining Lot Owner an easement of access across such Lot as may be reasonably necessary or convenient to maintain, repair or support the decorative fence which is common to each lot.

12. PARKING RESTRICTIONS. The flow of traffic across the interior roads which serve the lots located within the property shall not be blocked or impeded in any manner by any lot owner or by the guests or visitors thereof, whether by the improper parking of automobiles or otherwise. No lot owners or their guests or visitors shall park their automobiles in any manner which would block the driveways serving any of the other lots within the property.

13. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than 5 square feet advertising the property for sale or rent or a sign used by Declarant of such size as Declarant shall determine to advertise the property during the construction and sales period.

14. NO MINING ACTIVITY. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted on or in any lot nor shall oil wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

15. NO LIVESTOCK. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.



16. NO DUMPING GROUND. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of any such material shall be kept in a clean and sanitary condition. The use of all or any portion of any lot within the property for outside materials storage shall be prohibited, and no harmful or noxious materials shall be stored either inside any structure or outside any structure.

17. TEMPORARY STRUCTURES. No trailer, tent shack, barn, servant house, garage, or other outbuilding (portable or otherwise) shall be erected on any Lot within the Property prior to the completion of a dwelling house or at any time thereafter.

18. STORAGE OF BOATS, TRAILERS AND OTHER VEHICLES. Boats, boat trailers, pick-up campers, mini motor homes, buses, commercial vehicles, motor homes and trailers of any kind must be parked or stored only in an enclosed garage or a carport, and may not be parked on the street or in any open parking area. No unused or inoperable automobiles shall be permitted on any lot and no automotive repair shall be conducted on any lot, except for temporary repairs effected by authorized outside mechanics.

19. GARAGE DOORS. Garage doors are of the solid-panel type and are an important architectural feature of the house, therefore they are to remain closed except while in use as ingress or egress.

20. BINDING EFFECT AND TERM. The covenants and conditions herein contained are to run with the property and shall be binding on all parties and persons claiming under them for a period of fifty (50) years from the date of the recordation of this instrument, after which time said covenants and conditions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots within the property has been recorded agreeing to change the covenants and conditions herein contained in whole or in part.

21. ANTENNAES OR UTILITIES. No antennae, satellite dish, burgular alarm speakers, security lights, or the like shall be mounted on the front of the home or on the exterior in such a way as to be visible from the street.

22. ENFORCEMENT. Enforcement of the provisions of this instrument may be by the Committee or by the owner of any lot located within the property and subject hereto by filing proceedings at law or in equity against any person or persons violating or attempting to violate same. Any party so enforcing these covenants shall be entitled to equitable relief, the recovery of damages resulting from any such violation, and a reasonable attorneys fee.

23. INVALIDATION. Invalidation of any one of these covenants by a judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. AMENDMENT. Anything contained herein to the contrary notwithstanding, Declarant reserves the sole and exclusive right to modify, release or amend all of the covenants, restrictions and conditions contained herein until such time as it has sold all of the lots located within the property. Subsequent to the conveyance of all of the lots within the property by Declarant, the provisions of this instrument, with respect to Lots sold, may be modified and amended by a unanimous vote of the owners of the lots within the property, each lot to carry one (1) vote. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Jefferson County, Alabama.

25. NO REVERTER. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

26. RIGHTS RESERVED BY DECLARANT. Any provisions herein to the contrary notwithstanding, Declarant shall have the right to construct, install and maintain on any lot owned by Declarant a temporary sales and construction structure which may be maintained and used only during the period of construction of improvements by Declarant on any one or more lots within the property. Nothing in this instrument shall be interpreted to prevent Declarant from displaying "for sale" signs and conducting such other activities on or about any portion of the property owned by Declarant as are reasonably necessary to promote and facilitate the sale of lots within the property by Declarant and to enable Declarant to complete the construction of dwellings and other permitted improvements upon any said lots, including, but not limited to, the right of Declarant to use any lot owned by Declarant, for the storage of construction materials, equipment and debris.

0004 PAGE 4 10

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this the same date as first hereinabove written.

ROCKFORD JOINT VENTURE

By

  
Manager of the Partnership

STATE OF ALABAMA

JEFFERSON COUNTY

I, Marie E. Edison, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gary R. Dent whose name as Manager of the Partnership known as Rockford Joint Venture, in its capacity as Manager of Rockford Joint Venture, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily, for and as the act of said Rockford Joint Venture.

Given under my hand and seal on this 21<sup>st</sup> day of August, 1957.

Marie E. Edison  
Notary Public

My Commission Expires \_\_\_\_\_

Protcove

STATE OF ALA. JEFFERSON CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED  
1959 AUG 22 PM 1:40  
RECORDED & INDEXED  
DEED TAX HAS BEEN PAID ON THIS INSTRUMENT  
James L. Spivey  
JUDGE OF PROBATE

1957