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AMENDED BY-LAWS THE RIVERBEND ASSOCIATION, INC.

Marshall County, Afabama
Andrea LeCroy, Judge of Probate
Filed/cert. 5/25/2021 2:04 PM
TOTAL \$ 81.00
25 Pages
AMENDMENT

TYPE: RP BOOK: 6572 PAGE:

210

ARITCLE I

NAME

The name of the Corporation is THE RIVERBEND ASSOCIATION, INC.

ARTICLE II

PURPOSE

The Association has been formed for the purpose of performing the powers and duties of the Association set forth in these By-Laws, Articles of Incorporation of the Association, that certain Declaration of Condominium, and Amendments thereto, as are recorded in the Office of the Judge of Probate of Marshall County, Alabama.

ARTICLE III

MEMBERS

SECTION 1. <u>MEMBERS</u> All owners of units in RIVERBEND CONDOMINIUMS shall be members of the Association and shall be entitled to one vote. If a unit is owned by more than one person, all such persons shall collectively be entitled to one vote. In the event that joint owners are unable to agree among themselves as to how their vote shall be cast, they shall lose their right to vote on the matter in question.

SECTION 2. <u>ADMISSION OF MEMBERS</u> Purchasers of units in RIVERBEND, A CONDOMINIMUM shall automatically become members of the Association and shall remain members thereof so long as they own such unit. The association membership of each Owner shall be appurtenant to the Condominium unit giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon the transfer of the title to said Condominium and then only to the transferee of title to said Condominium unit. Any transfer of title to a Condominium shall operate automatically to transfer the membership in the

Association appurtenant thereto to the new Owner thereof. Any lien holder who obtains title to a unit by foreclosure or deed in lieu of foreclosure shall be deemed to be the transferee of title for purposes of this section.

SECTION 2. MEETING OF MEMBERS

- (a) Annual Meetings: The annual meeting of Members of the Association shall be held on the second Saturday in March at 10:00 AM unless notice to the contrary is furnished by the Directors at least ten days prior to the meeting. It shall be held at the Association's Club house or if circumstances require, at another announced location. At the annual meeting, the members shall elect the board of directors for the ensuing year and conduct such other business as may properly come before such meeting.
- (b) Special Meetings: Special meetings of the members may be held upon call of the Directors or upon petition to the Secretary of the Association signed by persons owning not less than 10% of the units in the Condominium. The Secretary shall give not less than ten days written notice of the date, time, place, and purpose of such called meeting.
- (c) Quorum: At any annual or called meeting of the Members, a majority of the votes entitled to be cast must be represented at such meeting, in person or by proxy, to constitute a quorum. Any meeting may be continued until a later date and time to permit obtaining a sufficient number to conduct the Association's business, provided that notice of such continuance is furnished to all members.

ARTICLE IV

BOARD OF DIRECTORS

SECTION 1. The affairs of the Association shall be conducted by a Board of Directors which shall consist of such number not less than three (3) nor more than seven (7) as shall, from time to time, be determined and fixed by a majority of the voting rights present at the annual meeting of members.

SECTION 2 <u>ELECTION</u> The election of Directors shall be conducted in the following manner.

- (a)<u>Elected</u> Directors shall be elected at the annual meeting of the members of the Association.
- (b) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors. The Owners may elect alternate board members that will not have voting privileges. These alternate board members shall attend monthly meetings so they will be up to speed in the event they are needed to fill a vacancy.
- (c)Removal. Any Director may be removed by concurrence of two-thirds (2/3) of votes entitled to be cast by the members of the Association at a special meeting of the members called for that purpose. No Director may be removed, however, unless he shall be given not less than five days prior written notice of such special meeting and an opportunity to be heard. The vacancy thus created shall be filled at the same meeting by the members of the Association in the same manner as was provided for the election of the removed Director.

SECTON 3 TERMS The term of each Director's service shall begin immediately upon election and shall extend until the next meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

SECTION 4 ORGANIZATON MEETINGS The organization meeting of newly elected Board of Directors shall be held within ten (10) days of their election as such place and time as shall be fixed by the Board of Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

SECTION 5. REGULAR MEETINGS Regular meetings of the Board of Directors may be held as such time and place as shall be determined from time to time, by a majority of Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or e-mail at least (3) days prior to the day named for such meetings.

SECTION 6. SPECIAL MEETINGS Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or **email**, which notice shall state the time, place, and purpose of the meeting.

SECTION 7. WAIVER OF NOTICE Any director may waive notice of a meeting before the meeting and such waiver shall be deemed equivalent to the giving notice as above provided in the preceding two sections.

SECTION 8. QUORUM A quorum at Director's meetings shall consist of the votes of the entire Board of Directors. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except where approval by a greater number of Directors is required by the Declaration of Condominium, Articles of Incorporation or by these By-Laws. If at any meeting the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present at any adjourned meeting and business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presents of such Director for the purpose of determining a quorum.

SECTION 9. <u>PRESIDING OFFICER</u> The presiding officer of the Director's meetings shall be the President, or the Vice President, if the President is not present. In the absence of the President and the Vice President, the Directors shall designate one of their members to preside.

SECTION 10. <u>NO COMPENSATION</u> Directors shall serve without compensation, and a Director may not be an employee of the Association.

SECTION 11. POWERS All powers and duties of the Association existing under the Condominium Ownership Act, Declaration of Condominium, Articles of Incorporation and these By-Laws or resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a)Care, upkeep and surveillance of the condominium and its common area and facilities.
- (b)Collection of quarterly assessments and special assessments from the owners.
- (c) Calling for any assessments needed for the financial function of the Association.
- (d)Designation and dismissal of personnel necessary for the maintenance and operation of the condominium and its common elements and facilities.

SECTION 13. MANAGER The Board of Directors may employ for the Association a management agent or manager, to provide such services as the board shall authorize including, but not limited to, the duties listed in section 12 above. The duties conferred upon the managing agent or manager by the Board of Directors may be revoked, modified, or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish.

The Board of Directors may terminate any management agreement for cause upon thirty (30) days' notice. Any management agreement approved by the Board of Directors shall be for a period of not more than three years. Any such agreement may be renewed by consent of the Board of Directors.

SECTION 14. COMMITTEES The Board of Directors may establish standing, and/or special committees and may delegate to such committees such powers, duties and responsibilities as the Directors may from time to time deem appropriate. Members of such committees shall be appointed by the President of the Association and such appointments must be confirmed by a majority of the Directors at any regular or special meeting.

ARTICLE V

OFFICERS

SECTION 1. <u>EXECUTIVE OFFICERS</u> The executive officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer; and a Secretary, all of whom shall be elected annually by the Owners at the Annual Owners Meeting, and who may be removed by vote of the Directors at any meeting. No officer may be removed, however, unless he/she shall be given not less than five days prior written notice of such meeting and an opportunity to be heard. Any person may hold two (2) or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect other such officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

SECTION2. <u>PRESIDENT</u> The President shall be the chief executive officer of the Association. He/She shall have all the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he/she may at his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

SECTION 3. <u>VICE PRESIDENT</u> The Vice President, in the absence of or disability of the President, shall exercise the powers and perform the duties of the President. He/She shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

SECTION 4. <u>SECRETARY</u> The Secretary shall keep the minutes of all proceedings of the Directors and the members. He/She shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He/She shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He/She shall keep the records of the Association, except those of the Treasurer, in a bound book with consecutive numbered pages. Such books shall contain minutes of all meetings of the members and Directors,

signed, and attested to by the Chairman and Secretary of such meetings, respectively. Such book shall be maintained at the office of the association. The Secretary shall also perform all other duties incident to the office of the Secretary of an association as may be required by the Directors or the President.

SECTION 5. TREASURER The Treasurer shall have the custody of all property of the Association, including funds, securities, and evidence of indebtedness. He/She shall keep the financial records and books of account of the Association in accordance with good accounting practices; shall keep detailed, an accurate record in chronological order of receipts and expenditures affecting the common areas and facilities, specifying, and itemizing the maintenance and repair expenses of the common areas and facilities and other expenses incurred; and he shall perform all other duties incident to the office of Treasurer, including filing tax returns. The records, books of account, and the vouchers authorizing payments, shall be available for examination by a member of the Association at convenient hours of weekdays.

ARTICLE VI

FISCAL MANAGEMENT

SECTION 1. <u>BUDGET</u> The Board of Directors shall adopt a budget for each calendar year which shall include estimated common expenses, including a reasonable allowance for contingencies and reserves less the unneeded fund balances on hand. Copies of the budget and proposed assessments shall be transmitted to each member on or before ten 10 days prior to the scheduled annual owner's meeting. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member.

SECTON 2. <u>ASSESSMENTS</u> for recurring common expenses shall be made by the Board of Directors for the calendar year annually for which the assessments are made. The board may include a maintenance fund reserve for contingencies in such assessment may from time to time be increased or reduced at the discretion of the Board. The proportionate interest of each unit owner in said fund cannot be withdrawn or separately assigned but shall be deemed to be transferred with such unit even though not expressly mentioned or described in the conveyance thereof. In case the condominium regime hereby created shall be terminated and the property removed from the Condominium Ownership Act, and part of said fund remaining after full payment of all common expenses of the Association shall be distributed to all condominium owners in their respective proportionate shares.

Such assessments shall be due in quarterly installments on the first day of January, April, July, and October of the year for which assessments are made. If such annual assessment is not made as required, an installment in the amount required by the last prior assessment shall be due upon each installment payment date until changed by a new assessment. The total of the assessments for recurring common expenses shall not be more than one hundred, ten (110%) percent of the assessments for this purpose for the prior year unless provided in writing by unit owners entitled to cast a majority of the votes in the Association.

In the event such annual assessment proves to be insufficient, it may be amended by the "Board of Directors for the remaining portion of the calendar year and shall be due at the time of the next quarterly installment is due.

SECTION 3. <u>ACCELERATION</u> If a unit owner shall be in default in the payment of an installment upon assessment, the Board of Directors may accelerate the remaining installments of such assessment upon notice thereof to the unit owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

SECTION 4. DEFAULT

(a)When a unit owner does not pay any sums, charges, or assessments required to be paid to the Association by the fifteenth (15th) day of the month of the due date, the account is delinguent. and the Treasurer shall notify the unit owner by regular mail of such delinquency. For every month that a portion of such indebtedness is delinquent, a monthly administrative fee of \$15.00 shall be imposed against the unit owner. If the unit owner does not pay such debt and administrative fee in full by the first (1st) day of the next month after the original due date of such payment, the Treasurer shall report such fact to the Board of Directors at its next meeting thereafter whereupon the Board of Directors may accelerate the remaining installments of such assessment whereupon the notice required in Section 3 of Article VI of these By-Laws shall be given to the unit owner. If the unit owner does not pay the accelerated unpaid balance of such assessments and administrative fees within the time specified in said Section 3, the Treasurer shall prepare and file a lien against the unit in accordance with section 35-8-17 of the Code of Alabama for such accelerated balance, administrative fees. interest, filing fees and reasonable attorney's fees, if any. A copy of such lien together with a copy of the provisions of this sub-section

and of Section 3 shall be promptly mailed postage prepaid, by the Treasurer to the unit owner. At any meeting of the Board of Directors which is held more than fifteen (15) days after the filing of the lien, the Board of Directors, if any unit owner is still in default, may authorize the employment of legal counsel and the foreclosure, by means of an action brought in the name of the Association, of the lien encumbering the unit in the same manner that a foreclosure of a mortgage on real property is foreclosed. Such action shall also seek the payment of court costs and of attorney's fees and for the Association from the foreclosure sale proceeds and, if necessary, from the unit owner. The lien shall include a reasonable attorney's fee for its perfection, enforcement and/or foreclosure.

(b) If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale at either a private or public sale by either a negotiated sale or a public auction. When a sale is consummated, it shall deduct from the sale proceeds all sums of money due it for assessments, administrative fees and interest charges, all costs incurred in the bringing of a foreclosure suit, including reasonable attorney's fees, and expenses necessary for the repairing and refurbishing of the unit in question. All moneys remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

SECTION 5. <u>DEPOSITORY</u> The depository of the Association shall be such a bank or banks as shall be designated from time to time by the Directors and in which moneys of the association shall be deposited. Withdrawal of moneys from such accounts shall only be by checks signed by such persons as are authorized by the Directors.

Section 6. <u>AUDITS</u> An annual audit of the accounts of the Association shall be made by a three-member audit committee selected from the membership by the membership at its annual meeting. The committee chairperson shall be elected by the committee. Replacements to the committee, should the

need arise, shall be appointed by the President, and approved by the Board. Copies of the annual audit report shall be made available for inspection by any member at the annual meeting of the Association.

SECTION 7. <u>FIDELITY BONDS</u> Fidelity bonds shall be required by the Board of Directors from the Treasurer of the Association and from any manager handling or responsible for the association funds. The amount of such bonds shall be determined by the directors but shall be at least the amount of the total annual assessments against members for recurring expenses. The premium on such bonds shall be paid by the Association.

ARTICLE VIII

OWNER'S OBLIGATIONS

SECTION 1. <u>ASSESSMENTS</u> Every owner of any unit in the Condominium shall contribute pro rata toward the expense of administration of the Condominium, as provided in the Declaration and in these By-Laws. Except however, any builder of any new unit shall not be obligated to contribute for any unit owned by it until construction of such unit has been substantially complete for six (6) months, or until it has been sold or occupied, whichever first occurs.

SECTION 2. MAINTENANCE AND REPAIR

- (a) Every owner must perform all maintenance and repair work within his own unit, which if omitted would affect the condominium in its entirety or in a part belonging to the other owners and is expressly responsible for damages and liabilities that his failure to do so may engender.
- (b) All the repairs of internal or appurtenant installations of the unit such as water, light, power, air conditioning, heat, sewage, telephones, sanitary installations, floors, windows, lamps, and all other accessories belonging to the unit shall be maintained at the owner's expense.
- (c) An owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facilities damaged through his fault of the fault of his tenants or guests.

SECTION 3. <u>USE OF UNITS</u> All units shall be utilized in accordance with the provisions of these By-laws, Declaration, and House Rules.

SECTION 4. <u>HOUSE RULES</u> In order to assure the peaceful and orderly use and enjoyment of the building and common elements of said condominium, the Board of Directors may from time to time adopt such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on the condominium property as a majority of the Directors may deem necessary. Such House Rules upon adoption and every amendment thereto

shall be maintained in a book by the Secretary at the Association's office and a copy thereof shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the property. The board of Directors shall enforce the House Rules by injunctive proceedings, if necessary.

SECTON 5. <u>RIGHT OF ENTRY</u> The President, the manager and any person authorized by the Board of Directors shall have the right to enter each unit in case of any emergency originating in or threatening such unit whether the owner or occupant is present at the time. Every unit owner or occupant, when so required, shall permit other unit owners or their representatives to enter his unit at reasonable times for purpose of performing authorized installations, alterations, or repairs to the common elements therein for central services, provided that requests for entry are made in advance.

SECTION 6. <u>TITLE</u> Every unit owner shall promptly cause to be duly recorded in the Office of the Judge of Probate of Marshall County, Alabama, the deed, or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Association and the Secretary shall maintain such information in the record of ownership of the Association.

SECTION7. MAILING ADDRESS OF OWNERS Every unit owner shall promptly notify the Association in writing of his current mailing address, if different from the mailing address of the unit owned by him. In the event such current address is not furnished, or if any required notice is returned to the association for insufficient address, any notice required to be delivered to a unit owner pursuant to the Declaration of Condominium or by these By-Laws, shall be deemed sufficient if mailed to the address of such unit.

ARTICLE IX

MISCELLANEOUS

SECTION 1, MEETING OF MEMBERS

(a)Annual Meetings The annual meeting of the Members of the Association shall be held on the second Saturday in March at 10:00 AM, unless notice to the contrary is furnished by the Directors at least (10) ten days prior to the meeting. It shall be held at the Association's Clubhouse **or** if circumstances require, at another announced location. At the annual meeting, the Members shall elect the Board of Directors for the ensuing year and conduct such other business as may properly come before such meeting.

SECTION 2. DEFAULT

(a)When a unit owner does not pay any sums, charges, or assessments required to be paid to the Association by the twentieth (20th) day of the month of the due date, the account is delinquent, and the Treasurer shall notify the unit owner by regular mail or email of such delinquency. For every month that any portion of such indebtedness is delinquent, a monthly administrative fee of \$50.00 shall be imposed against the owner.

SECTION 3. <u>PARLIAMENTARY RULES</u> Roberts Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Condominium Ownership Act, Declaration of Condominium, or these By-Laws.

SECTION 4. <u>AMENDMENTS</u> These By-Laws may be amended by following the provisions of paragraph 19 of the Declaration of Condominium.

SECTION 5. <u>PRIORITY</u> In the event of a conflict between any By-Law and House Rule, The By-law shall govern.

SECTION 6. EFFECT These By-Laws completely replace all By-Laws and all Amendments thereto and become effective as soon as they are duly adopted by the board of Directors and by the members of the Association.

STATE OF ALABAMA

MASHSALL COUNTY

The undersigned, David McElhaney, as President of Riverbend Association, Inc., and Linda Reeves, as Secretary of the Riverbend Association, Inc. do hereby certify that the forgoing amended By-Laws of the Riverbend association, Inc. were duly adopted by the board of Directors and by the Members of the Association in complete compliance with the provisions of Paragraph 19 of the Declaration of Condominium of Riverbend, a condominium. On the 13th day of March 2021 at our Annual Owner's Meeting.

RIVERBEND ASSOCIATION, INC.

APPROVED BY:	DucGlow
IT'S SECRETARY	IT'S PRESIDENT

HOUSE RULES OF THE RIVERBEND ASSOCIATION, INC. Updated 3/11/2021.

SECTION 1- GENERAL

- The Riverbend Association, Inc. (RAI) through its duly elected board of Directors (Board) representing the best interest of all the membership, do hereby adopt the following rules, which are in conformance with the governing RAI By-Laws and Declaration of Condominium either expressed, implied or in accordance with the applicable intent of such documents.
- 2. The Board of Directors meets in regular session each month to facilitate the proper function of the community. From time-to-time it is necessary for the board to make decisions between meetings. The board conducts these decisions by vote and quorum via the internet and then follow up with these decisions in the next monthly minutes.
- 3. Only actual Owners may participate in our monthly board meetings or in our Annual Owner's Meeting. Each unit has only one vote no matter how many owners are listed on the deed.
- 4. The recreational facilities include the clubhouse, swimming pool, and tennis courts, which are designated to provide for recreational and social activities primarily for the member and bona fide houseguests. Usage shall be in accordance with applicable conditions set forth herein.

SECTION II- MEMBERSHIP

- 1. A Condominium Owner in good standing is defined as follows: Members current with all RAI dues, assessments, etc. (Currently constitutes not being in arrears twenty or more days from the due date thereof, See Article 6, Section 4 of the By-Laws)
- 2. Lessees not having a properly approved leasing agreement shall have no standing or be entitled to any privileges expressly covered or implied herein.

SECTION III- HOMEOWNER'S RESPONSIBILITIES

- 1. Members shall be responsible for conduct of their guests and their conformance with the RAI rules. Members are also responsible for furnishing any lessee a copy of the rules and for their lessee's conformance with the rules.
- 2. Members shall obtain approval from the RAI Board prior to leasing units and shall furnish a copy of the signed lease to the board. No lease shall be entered into of a period of less than 90 days and shall be for a single-family occupancy. No transient tenants are authorized. Members who fail to comply with this rule could jeopardize the RAI, the RAI insurance coverage and could find themselves pecuniarily liable for acts and omissions of their tenants.
- 3. Members shall not make or permit to be made any disturbing noises or permit any act by a guest or tenant that would interfere with the rights, comfort, enjoyment, and convenience of other members.

- 4. Members shall not make any alterations or changes to the external structure of any unit without first obtaining written permission from the RAI Board. Should an owner take it upon themselves to start a project on their condo without board authorization the board has a right to halt construction until approval has been granted. VC AII unauthorized construction to any unit is subject to being removed and the cost of such removals to be that of the condo owner, at the discretion of the Board of Directors.
- 5. Firewood shall be stacked so as not to touch any outside wall or cause rotting or deterioration of decks. No plants, shrubs or trees shall be removed from the common areas without written permission of the Board.
- 6. There is no authorized parking area for boats, trailers, recreational vehicles, etc., on a permanent basis, however they may be temporarily parked in an automobile parking area for a period not to exceed one (1) week. Self-propelled or powered bicycles, motorbikes, carts, etc., shall be confined to street only. Automobile Parking is restricted to designated parking areas only. Parking is not permitted on the grass or roads. Unlicensed vehicles not in use shall not be stored or kept on common grounds. A letter will be sent to anyone who violates the rule about storage on RAI premises. This certified letter will inform the owner to have the watercraft or other vehicle in violation removed from the premises in 10 days or the RAI Board will have the vehicle impounded at the owner's expense. (Letter info added in 2003)
- (a) There is now a need in some areas of the complex for numbered, reserved parking places or handicapped spaces. As these needs arise, the units in question of a given section may petition the Board of Directors to assign specific parking places for each unit. The Board of

Directors will then have the specific parking spaces numbered per the units in question. All other parking: guests, overflow, trailers, etc., will use overflow parking spaces in other areas of the complex (not to include parking on the grass or other common areas). Otherwise, the parking lots are considered common property, and this requires the use of common sense and consideration for each other.

- 7. No trash containers shall be permitted to be placed outside of an individual unit.
- 8. Members shall be responsible for cleaning and maintenance of (1) unit windows and all exterior doors, (2) upkeep of decorative landscaping, (3) for maintaining a general clean area around their units as to facilitate maintenance and grass cutting, (4) upkeep and maintenance of exterior decks and balconies are the responsibility of the unit owners. This includes replacing rotten wood, painting of decks and balconies. If any violations are found the owner will receive an email and letter in the mail describing the issue. The owner will have 15 days to follow up with the board regarding violations with plan to comply with the needed action to bring their space up to the standard of the Riverbend HOA. Failure to comply can result in fines, prohibitions of using community facilities, and, ultimately, the establishment of liens on your condo. Each "pod" of units connected shall conform with each other on the selection of paint colors for the decks and balconies. The approved colors are kept on file at Ross Graden Lumber.

Members shall control their pets in such a manner as to preclude a nuisance factor or interference with any member's enjoyment of common areas and recreational facilities. This includes cleaning up their waste and putting it in the trash, not the lake. Pets must be on a leash when out on the property. Loose or stray dogs may be taken to an animal shelter at the owner's expense,

- 9. Members shall not conduct auction sales, garage sales or solicitations without written approval of the RAI board.
- Members, lessees, and guests are required to abide by the speed limit posted. In the absence of a posted speed limit, vehicles shall not exceed the speed of 15 MPH.
- 11. Members, lessees, and guests shall not feed waterfowl.
- 12. No antennas or dishes of any kind shall be erected or attached to the outside of any unit.
- 13. For Sale signs are allowed in front and/or rear flower/shrub beds of a unit. Signs must not exceed 20" X 30" in size. One small "information box" is allowed next to the sign in the front flower/shrub bed. Signs may be against, but not attached to, the unit structure or may be placed in a window. Signs shall not be placed on common lawn areas or in parking lots and shall not impede lawn or building maintenance. Upon sale and closing, the new owner shall insure prompt removal of the signs.
- 14. No political or special interest signs or implements shall be placed on the outside of any unit or in any flower bed or common areas.
- 15. Members shall be responsible for maintaining a condominium insurance policy for their individual unit. Such insurance shall include as a minimum, coverage for the items, which are the exclusive use of the units, as defined in the Unit boundaries and surfaces sections of the governing RAI Declaration of condominium (2005).

SECTION IV- CLUBHOUSE RULES

- 1. The clubhouse is available, upon request (on a first-come basis) to members in good standing for the following use.
 - a. Entertainment of bona fide houseguests.
 - b. Small private parties to satisfy a social obligation.

The clubhouse shall not be reserved more than 30 days in advance.

Individuals using the clubhouse shall be responsible for assuring that the clubhouse is clean, lighting has been turned off and heating/cooling is set to designated temperature. If cleaning and/or maintenance is necessary after use, the owner responsible for the reservation will be charged the full amount of the cleaning and or maintenance.

2. The Board has the authority to restrict the use of the facility when in the opinion of the Board the use is either detrimental to the Association or not in the best interest of the majority of the members. Members or lessees not in good standing or who fail to abide by the governing rules may be denied use of the facility or suspension therefrom.

SECTION V- SWIMMING POOL

- 1. The pool will normally be open during the season from May through September. The pool may be periodically closed for cleaning or maintenance. The pool shall not be used by anyone between the hours of 10:00PM and 6:00AM and shall be closed during such hours.
- 2. Members in good standing and bona fide house guests accompanied by Owner may use the pool at their discretion; however, each member shall assume all risks of personal injury and /or property damage.
- 3. Children under 12 are not permitted to use the pool unless accompanied by an adult.

- 4. Glass receptacles or other objects that could be considered of a hazardous nature are not permitted in the pool area.
- 5. Members, lessees or guests failing to abide by the posted rules or those contained herein or exhibiting conduct detrimental to the welfare or enjoyment of other pool occupants may be asked to leave and may be denied further use of the pool privileges or suspension there from.
- 6. No pets shall be allowed within the confines of the pool area.

RIVERBEND CONDOMINIUM ASSOCIATION

POOL RULES

Riverbend pool is a private pool, no lifeguard is on duty, swim at your own risk. The pool rules are as follows:

- 1. Pool use is for Riverbend owners and bona-fide house guests only.
- 2. Do not open pool gate to anyone without a key card.
- 3. Do not block pool gate open or leave unlatched.
- 4. Children under the age of 12 must be accompanied by a parent or guardian.
- 5. No running or horseplay in the pool area.
- 6. No glass containers in the pool area.
- 7. No pets allowed in pool area.
- 8. No swimming in pool after swimming in lake.
- 9. All persons must clean up after themselves and keep pool area neat and clean. Dispose of cigarette butts properly.
- 10. Return furniture to original location if moved.
- 11. Lower and secure the umbrellas when leaving pool area.
- 12. Do not give pool card to children or allow them to play with keypad on pool card reader.
- 13. Do not allow children to play on rope.
- 14. Do not leave personal items in the pool area (floats, clothes, toys, etc.)

SECTION VI- TENNIS COURT RULES

- 1. The tennis court is normally open at all times for use by members and/or lessees in good standing.
- Glass receptacles shall not be taken in the court area.
- 3. The tennis court shall be for multi-use as long as care is given to the property. Note: we will be forming a committee for further discussion regarding the use of this area of our property.

SECTION VII- RULES COMMITTEE

- 1. The Rules Committee, consisting of RAI Board Members shall be responsible for controlling use of the common facilities and for effecting whatever action is required to assure compliance with provisions contained in the RAI Rules, By-Laws, and Declaration of Condominium.
- 2. Members or lessees determined to be in non-compliance with the rules and their intent shall be subject to such action as suspension of the use of the facility, damage assessments, and/or legal action, as necessary.
- 3. All recommendations and/or complaints are to be submitted in writing to the Chairman of the Rules Committee.
- 4. These rules may be changed or modified as necessary by the RAI Board of Directors as provided by the RAI By-Laws.

STATE OF ALABAMA

MARSHALL COUNTY

The undersigned, David McElhaney, as President of Riverbend Association, Inc., and Linda Reeves, as Secretary of the Riverbend Association, Inc. do hereby certify that the forgoing amended By-Laws of the Riverbend association, Inc. were duly adopted by the board of Directors and by the Members of the Association in complete compliance with the provisions of Paragraph 19 of the Declaration of Condominium of Riverbend, a condominium. On the 13th day of March 2021 at our Annual Owner's Meeting.

RIVERBEND ASSOCIATION, INC.

APPROVED BY:

IT'S SECRETARY

IT'S PRESIDENT