

**BYLAWS OF RIVERS BEND ASSOCIATION, INC.
AMENDED, 2001**

WHEREAS the members of Rivers Bend Association, Incorporated wish to update and amend their Bylaws, then let it be known that this document shall supersede all Bylaws for Rivers Bend Association, Inc. (hereinafter, the "Association"), and any and all amendments thereto, issued prior to the effective date of these Bylaws adopted by the Association's membership.

**ARTICLE I
Name and Location**

The name of the Association is Rivers Bend Association, Inc. It is located in the County of Northumberland and the Commonwealth of Virginia as more particularly described in instruments recorded among the land records of Northumberland County, Virginia at Deed Book 142 Page 496.

**ARTICLE II
Definitions**

SECTION 1. The "**Association**" shall mean and refer to Rivers Bend Association, Incorporated, a Virginia corporation, its successors and assigns.

SECTION 2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 3. "**Common Area**" shall mean all land together with improvements thereon owned or controlled by the Association currently or as may be conveyed in fee or by easement granted to the Association for the common use and enjoyment of the members of the Association. Certain common area set forth in Rivers Bend Estates is described and designated "Parcel (A)" as shown on the plat of Rivers Bend Estates as recorded in the Office of the Circuit Court Clerk of Northumberland County. (During periods from the time changes are accepted by the Association and the time such changes are recorded at the Clerk's Office, Association records will identify the boundaries of "Parcel A.")

SECTION 4. "**Lot**" shall mean and refer to any numbered plot of land shown upon the subdivision plat of Rivers Bend Estates recorded at the Office of the Circuit Court Clerk of Northumberland County, except as otherwise provided herein. This definition shall include a consolidated lot which refers to a parcel of land comprised of two (2) contiguous lots that are adjoining in such manner that they front onto and face the same way onto the same street, for which the entire parcel shall support only one residence and shall be treated as a single lot for annual or special assessment purposes by the Association. Lots eligible for consolidation shall first be recorded as one lot in the land records of Northumberland County. Consolidated lots are not eligible for additional consolidation. Once the lots are consolidated they may not be subdivided.

SECTION 5. "**Declaration**" shall mean and refer to the DECLARATION OF RESTRICTIONS AND REGULATIONS, RIVERS BEND ASSOCIATION INC. AMENDED, 1999, Conditions and Restrictions of Rivers Bend Association applicable to the Properties, and all amendments thereto, recorded in the office of the Clerk of the Circuit Court of Northumberland County, Virginia at Book 456, Page 412.

- (c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; and keep appropriate current records showing the members of the Association together with their addresses, keep an up-to-date settlement package required for Association members to sell property, and shall perform such other appropriate duties as are required by the Board.
- (d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and/or promissory notes of the Association with the President or the Vice-President; keep books of accounts according to accepted accounting practices; cause an annual audit of the Association books by an accountant at the completion of each fiscal year; and shall prepare the annual fiscal report to be available to Association members.

ARTICLE IX
Assessments

Each member is obligated to pay to the Association annual and special assessments that are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. Any member who has a change of address is required to notify the Secretary within thirty (30) days at the Association address (River's Bend Association, Post Office Box 605, Heathsville, VA 22473) of the new/current address. The Association requests changes in telephone numbers.

If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate described in the Code of Virginia. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. The Association may avail itself of any and all remedies, said remedies being cumulative and not exclusive. Late charges, interest, all costs of collection, and reasonable attorney's fees of any such action shall be added to any other assessments due on the assessment account, and shall be recoverable by the Association. No Owner may waive or otherwise escape liability for the assessments and other charges provided for herein by nonuse of the Common Area or abandonment of his or her Lot.

ARTICLE X
Association Facilities

SECTION 1. Property owners who have a tenant residing in their dwelling will inform the Board through the President of the presence, name, and phone number of said tenant within thirty (30) days. If the owner wants the tenant to be able to use Rivers Bend Association Inc. facilities, the owner must request such right in writing, thereby accepting responsibility for their tenant's actions.

SECTION 2. The Board will provide owners with rules for pool and Marina use specifically, and for tennis court, basketball net and other properties as necessary. These will be adjusted as needed. All owners will be responsible for compliance to these rules for themselves, any tenants permitted use, and any guests they bring.

SECTION 3. All Marina slip applications must be filed by the owner. If the slip is for the use of a tenant, the owner is responsible for their actions. If the slip is for the use of a tenant, the owner relinquishes his right to a slip. The Marina may not be used for commercial purposes by owners, tenants, or guests.

SECTION 2. **Duties.** It shall be the duty of the Board of Directors to:

- (a) Keep the minutes of its meetings including all votes taken and decisions reached.
- (b) Maintain the books and records of the Association, which shall be available for inspection by any member, pursuant to controlling law, when requested in writing and with two (2) weeks notice.
- (c) Cause to be prepared an annual fiscal report for review and acceptance by the membership at its annual meeting. The report shall list, without limitation, the current year's budget, the actual expenses for each line item to date, the budget for the next fiscal year, the assessments for each lot and the status of all funds either in reserve or in active accounts.
- (d) Use all legal and/or equitable means to collect assessments due to the Association when an owner fails to pay within thirty (30) days of the due date of each assessment. Impose late fees to the extent allowed by the law.
- (e) Cause notification to members when their exterior maintenance is not in compliance with the Rules and Regulations.
- (f) Monitor the actions taken by legal counsel or other contractors selected by the Board while carrying out the duties assigned to them by the Board.
- (g) Provide for the maintenance and upkeep of the Common Areas.
- (h) Have adequate liability insurance for all members of the Board of Directors. Have all Association officers with fiscal responsibilities bonded.
- (i) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (j) Issue, upon demand by any person, a certificate that states whether or not any assessment has been paid by the specified member. Collect a fee for issuance of the certificated in an amount deemed appropriate by the Board and within the law.
- (k) Maintain all Association property for the safety, use and convenience of the members.

ARTICLE VIII **Officers and their Duties**

SECTION 1. **Enumeration of officers.** The officers of the Association shall be president, vice-president, treasurer, and secretary. All of said officers shall be current members of the Board of Directors.

SECTION 2. **Special Appointments.** The Board may appoint Committee Chairs and members as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

SECTION 3. **Duties.** The duties of each elected officer shall be as follows:

- (a) **President:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all legal documents affecting the Association; and shall co-sign checks and/or promissory notes with the Treasurer or the Vice President, when required.
- (b) **Vice-President:** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to carry out his duties as President and shall co-sign checks and/or promissory notes with the Treasurer or the President, when required. The Vice-President shall carry out such other duties as are required by the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

SECTION 1. **Powers.** The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon; and to establish penalties for violations of the rules and regulations.
- (b) Suspend the voting rights and the right of a member to use the recreational facilities or common property during any period in which such a member shall be in default in the payment of any assessment levied by the Association; or, following notice and a hearing by the Board, for infraction of published rules and regulations.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Declaration, or the Articles of Incorporation.
- (d) Employ legal counsel or other independent contractors to carry out functions required by the Association and to specify their duties.
- (e) Appoint members to the Architectural Review Committee, the Nominating Committee, the Finance Committee, the Maintenance Committee, or other standing or temporary committees as deemed appropriate to carry out the business of the Association.
- (f) Cause the community property to be maintained. The owner of any lot shall maintain and keep in good repair, at his own expense, the lot owned by him, exclusive of the Common Area, including the exterior of any building or any other improvement erected on such lot. Additionally, such owner, at his own expense, shall cut, trim and maintain the grounds including the grass, lawn, ground covering, shrub or other plants. Owners shall clear or repair culverts as needed, including culverts under the driveway. In the event such owner shall fail to discharge his aforesaid obligations in a manner satisfactory to the Board of Directors of the Association following the giving of written notification of required maintenance and a reasonable date certain for completion, the Board shall have the right after the thirty (30) days, through its agents and employees, to enter upon said lot and maintain, repair and restore such portion of said lot, including the exterior of any building or other improvement erected thereon, and including right to cut, trim and maintain the grounds including the grass, lawn, ground covering shrub or other plantings thereon. The cost of same when performed by the Association shall be added to and become a part of the assessment to which such lot is subject.
- (g) Enforce the Rivers Bend Leash Law.
- (h) Sue in the Association's name, and cause defense of suits against the Association.
- (i) Exercise those powers afforded at law or by statute unless otherwise restricted or reserved by the Association's Revised Declaration and/or Articles of Incorporation.

SECTION 5. **Compensation.** No director shall receive compensation for any service he/she may render to the Association. However, any director may be reimbursed for his/her pre-approved actual expense incurred in the performance of his/her duties, as directed by the Board.

ARTICLE V **Nomination and Election of Directors**

SECTION 1. **Nomination.** A Nominating Committee appointed by the Board of Directors shall prepare a slate of candidates from the members for each position that will be vacated at the end of the existing term. They may nominate more than one candidate for a position, but must have at least one candidate for each position to be vacated. These candidates will appear on a ballot that will be mailed to all members along with the announcement of the annual meeting – at least thirty (30) days before the meeting. Members may include additional names of candidates for specific positions on a proxy mailed to the Secretary. Written permission from the candidate must be included. Members attending the meeting may nominate additional candidates from the floor. If the candidate is not present at the annual meeting the nominating member must provide written permission from the candidate.

SECTION 2. **Election.** Election to the Board of Directors shall be by secret written ballot. Persons receiving the largest number of votes for any specific office shall be elected. If there are three candidates for two vacancies for member at large the two candidates with the largest number of votes shall be elected. If there is a tie vote for any Board position a runoff vote between the two candidates who tie will be based on the votes of members present and non-restricted proxies at the annual meeting. The number of votes each member can execute is based on the number of lots up to seven (7) that the member owns as described in Article III, Section 6 in this document.

ARTICLE VI **Meetings of the Board of Directors**

SECTION 1. **Regular Meetings.** The Board of Directors shall meet at least once each quarter or four (4) times a year. The date, time, and place will be established by the Board. Board meetings, except executive sessions, shall be open to Association members. The Board may, if necessary, cancel the meeting or change the meeting date, time or location.

SECTION 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than five (5) days notice to each director.

SECTION 3. **Quorum.** A majority of the number of directors specified in these Bylaws shall constitute a quorum for the transaction of business. Every act or decision completed or made at a meeting with a quorum of directors shall be regarded as an act of the Board.

SECTION 4. **Procedures.** Meetings of the members shall be conducted in accordance with the most current edition of Robert's Rules of Order. The President shall vote only to break a tie vote.

SECTION 6. **Action taken without a meeting.** The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the vote of five(5) directors with written approval following. Any action so approved shall have the same effect as though taken at a meeting of the directors.

SECTION 7. **Procedures.** Meetings of the members shall be conducted in accordance with the most current edition of Robert's Rules of Order. The President shall vote only to break a tie vote.

ARTICLE IV
Board of Directors

SECTION 1. **Number.** The Association's affairs shall be managed by a Board of Directors consisting of seven (7) Board members, all of whom are members of the Association.

SECTION 2. **Term of Office and Qualifications.** Election of directors and their terms shall be as follows:

- (a) The Board of Directors in office at the time of the recording of these Bylaws shall carry out the duties of the Board until elections can be held and the newly elected Board members take office. At the first annual meeting of the members following the adoption of these Bylaws, the membership shall elect a new Board of Directors. In the initial election following the adoption of these revised Bylaws the President, the Treasurer, and two members at large shall be elected to serve two-year terms, and the Vice President, the Secretary, and one member at large shall be elected to serve one year terms. Upon expiration of these initial terms, director terms shall thereafter all be two-year terms, resulting in staggered terms whereby no more than four director vacancies are ordinarily being filled at any given annual meeting of the members. At the next election the offices of Vice President, Secretary and one member at large shall be filled for two-year terms. The President, Treasurer and two members at large shall complete their two-year term.
- (b) Candidates for any Board position shall be ineligible if they have a delinquent account balance with the Association sixty (60) days or less before a meeting of the members at which directors are to be elected. A delinquent account shall, among other things constitute cause to remove a director from office.

SECTION 3. **Term Limits.** An officer or a member at large of the Board of Directors may serve only two (2) terms consecutively. In the event that no new candidate is willing to run for an office being vacated because the member has served two terms, the incumbent may continue until the next elections. A member may run again for any position on the Board of Directors after one year off the Board.

SECTION 4. **Removal and Resignation.** Any director may be removed from the Board of Directors with cause, by a vote of five (5) with a quorum at a meeting called for that purpose. When a director is removed by the Board, the Board shall elect another member to fill the vacancy for the remainder of the year until the next election at the annual meeting. If there is another year to serve on the vacancy it shall be filled by election of the membership at the annual meeting. In the event of death or resignation of a director, the Board shall follow the same procedure – elect another member to fill the vacancy until the next election at which a member would be elected by the membership if there is another year to serve on the vacancy. An officer or member of the Board may resign at any time by delivering written notice to the Association's Board of Directors. A resignation shall be effective when delivered to the Association's Board unless a later date is specified.

SECTION 6. "**Membership**" Every person or entity that is a record owner of a fee or undivided fee interest in any lot which is subject by "Restrictions and Regulations" of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No person, family or group having a fee interest in any lot or lots shall have more than one membership. No lot, whether individual or consolidated, shall be the basis for more than one membership. Multiple record owners of a lot, while members individually, shall, in the aggregate total only one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership and membership shall terminate when ownership of such lot terminates.

ARTICLE III **Meetings of Members**

SECTION 1. **Annual Meetings.** Annual meeting of the Association shall be held between September 15, and November 15, of each year, at such date, time and place as designated by the Board of Directors in its written notice of meeting to members.

SECTION 2. **Special Meetings.** Special meetings of the members may be called at any time by the Board of Directors, or upon written request of at least one fourth (1/4) of the members who are entitled to vote.

SECTION 3. **Notice of Meetings.** A written notice of each meeting of the members shall be given by, or at the direction of, the Board of Directors. The written notice shall be mailed to each member entitled to vote thereat at least thirty (30) days prior to the meeting. The notice shall be mailed to the last known address of the member and shall contain the date, time and place of the meeting. In the case of special meetings, the notice shall also state the purpose or purposes for which the meeting is called.

The notice of the Annual Meeting shall include the proposed budget for the next fiscal year. The membership shall vote to approve a budget at the meeting.

SECTION 4. **Quorum.** The presence at a meeting of the members entitled to cast, in person or by proxy, one-tenth (1/10) of the votes of the membership shall constitute a quorum, except as otherwise provided in the Association's Declaration and/or Articles of Incorporation. If a quorum shall not be present (in person or by proxy) at a members' meeting, the members entitled to vote thereat shall have power to adjourn the meeting.

SECTION 5. **Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing, assigning the Board of Directors or a member of the Association to represent the member, and must be filed with the Association Secretary prior to the meetings. A non-restricted proxy shall permit the holder to vote on all issues presented.

SECTION 6. **Voting Rights.** A member shall be entitled to one vote for each lot in which they hold the interest required for membership by Article II, Section 6 of this document. When more than one person holds a qualifying interest in a lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The maximum number of votes for any member or groups of members holding qualifying interest in multiple lots shall be seven (7). Owners of consolidated lots are entitled to one vote only for said lot.

ARTICLE XI
Miscellaneous

SECTION 1. **Amendments.** These Bylaws may be amended by the members of the Association at either a Special meeting called for this purpose or at an Annual meeting. The Board of Directors must provide written notice to the membership of the meeting at least thirty (30) days and not more than sixty (60) days before the meeting, and include a copy of the proposed bylaws with proposed changes identified. To amend these Bylaws there must be present at the meeting a quorum of the members in person or by proxy. A majority vote is required to amend the Bylaws.

SECTION 2. **Fiscal Calendar.** The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

SECTION 3. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Revised Declaration and these Bylaws, the Revised Declaration shall control.

These amended Bylaws shall become effective on the 27th day of October, 2001.

CERTIFICATION

These amended Bylaws were approved in their entirety at a meeting of the Association's membership by greater than 67% of the members.

IN WITNESS WHEREOF, we, being the President and Vice President of the Rivers Bend Association, Inc. have hereunto set our hands this 27th day of October, 2001.

Richard B. Galt, President, Rivers Bend Association, Inc.

Joe R. Suter, Vice President, Rivers Bend Association, Inc.

STATE OF VIRGINIA,
COUNTY OF Northumberland to wit:

The foregoing instrument was acknowledged before me this 25th day of June, 2002.

Susan C. Stubbs
Notary Public

My Commission Expires: July 31, 2002