

AMENDED BY-LAWS

THE RIVERBEND ASSOCIATION, INC.

ARTICLE 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. MEMBERS 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. If 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. ADMISSION OF MEMBERS Purchasers of units in RIVERBEND, A CONDOMINIUM 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 Owners 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 of members 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. ELECTION The election of Directors shall be conducted in the following manner.

- (a) Elected 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.

SECTION 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 at 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 majority of the 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. PRESIDING OFFICER. 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. NO COMPENSATION 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) Designation and dismissal of personnel necessary for the maintenance and operation of the condominium and its common elements and facilities.

SECTION 12. 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 11 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 13. 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. EXECUTIVE OFFICERS 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 Board of Directors and who may be removed by vote of the Directors at any meeting. No officer may be removed, however, unless he shall be given not less than five days' prior written notice of such a 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.

SECTION 2. PRESIDENT The President shall preside over the regular and annual board meetings of the Association. He 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 may at his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

SECTION 3. VICE PRESIDENT The Vice President, in the absence of or disability of the President, shall exercise the powers and perform the duties of the President. He 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. SECRETARY The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, in a bound book. Such books shall contain minutes of all meetings of the members and Directors, signed, and attested to by the President and Secretary of such meetings, respectively. Said 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 custody of all property of the Association, including funds, securities, and evidence of indebtedness. He 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. BUDGET The Board of Directors shall adopt a budget for each fiscal year, April 1st to March 31st, 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.

SECTION 2. ASSESSMENTS for recurring common expenses shall be made by the Board of Directors for the fiscal year annually in advance on or before December 10th preceding the year 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 it is 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 April, July, October, and January of the fiscal year for which assessments are made. No monthly payment plans will be accepted or approved. In the event such an annual assessment proves to be insufficient, it may be amended by the "Board of Directors for the remaining portion of the fiscal year and shall be due at the time of the next quarterly installment is due.

SECTION 3. ACCELERATION 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 on the first day of each quarter to the Association then by the fifteenth (15th) day of the month of the due date, the account is delinquent, and the Treasurer shall notify the unit owner by email or text of such delinquency. For every month that a portion of such indebtedness is delinquent, a monthly administrative fee of \$50.00 shall be imposed against the unit owner. In addition, there will be a fee of \$25.00 for any returned check. If the unit owner does not pay such debt and administrative fees 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 emailed and 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 monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

SECTION 5. DEPOSITORY 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 the money of the association shall be deposited. Withdrawal of monies from such accounts shall only be by checks signed by such persons as are authorized by the Directors.

Section 6. AUDITS 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. FIDELITY BONDS 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. ASSESSMENTS 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 or the fault of his tenants or guests.
- (d) Request for maintenance must be entered through the website. The Board will determine if it is the Association's responsibility and then after the determination of need the board will get quotes and estimates and contact a vendor and pay for any repairs they deem needed. No owner may have any work done on the common elements and then request reimbursement. If repair work is done without the board's involvement from the beginning, then the owner will not be reimbursed.
- (e) Landscape Beds: Each owner is responsible for the maintenance and upkeep of their landscape beds. Any damage to the structure of the unit caused by any plantings in the landscape bed is the responsibility of the owner. Examples: vines, roots, etc., including but not limited to. No owner shall plant any tree, bush, shrub in their landscape beds or adjacent to their unit that will block or impede the view of any neighbor's view of the lake or sky. No owner may plant trees or plants on common grounds, only the HOA Board.
- (f) Owners who have a fireplace in use for burning wood logs must have an annual fireplace and chimney inspection. A copy of the inspection should be provided to the HOA to have it on file in the office. The National Fire Prevention Association (NFPA) is a global, non-profit organization that promotes safety standards, education, training and advocacy on fire and electrical-related standards. The NFPA suggests that fireplaces and chimneys undergo inspections at least once per year. Annual inspections represent the bare minimum. If you suspect something is damaged or failing within your fireplace structure, it is important that an inspection be done right away to avoid fire danger.

SECTION 3. USE OF UNITS All units shall be utilized in accordance with the provisions of these By-laws, Declaration, and House Rules. No unit may be rented within the first 18 months after purchase.

Owners 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 for a period of less than 6 months and shall be for single-family occupancy. No transient tenants (i.e., Airbnb, VRBO, local rental companies, or private offerings) are authorized. Owners 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.

Owners must inform Lessee's of all by-laws and house rules and Lessee shall be responsible for abiding by these rules. Owners must provide a signed copy stating that the lessee has been informed and provided copies of said documents and the Lessee must also sign agreeing to honor and follow said rules. A copy of this agreement shall be provided to the board along with the copy of the approved lease agreement.

SECTION 4. HOUSE RULES 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 provided by email 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.

SECTION 5. RIGHT OF ENTRY 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 the requests for entry are made in advance.

SECTION 6. TITLE 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.

SECTION 7. MAILING ADDRESS OF OWNERS Every unit owner shall promptly notify the Association in writing of his phone number, email address and current mailing address, if different from the mailing address of the unit owned by him. In the event such owner's contact information 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. PARLIAMENTARY RULES 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 2. AMENDMENTS These By-Laws may be amended by following the provisions of paragraph 19 of the Declaration of Condominium.

SECTION 3. PRIORITY In the event of a conflict between any By-Law and House Rule, The By-law shall govern.

SECTION 4. 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 Owners/Members of the Association.

STATE OF ALABAMA

MASHSALL COUNTY

The undersigned, Rhonda Kilpatrick, 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 9th day of March 2024 at our Annual Owner's Meeting.

RIVERBEND ASSOCIATION, INC.

APPROVED BY:

IT'S PRESIDENT

IT'S SECRETARY