

**AMENDMENT AND RESTATEMENT**  
**OF THE**  
**BY - LAWS**  
**OF**  
**RIVER DOWNS HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I - NAME AND LOCATION

The name of the corporation is River Downs Homeowners' Association, Inc. (hereinafter referred to as the "Association"). The principal office of the corporation shall be located at 3368 Lawndale Road, Reisterstown, Maryland 21136, with a mailing address of P.O. Box 194, Finksburg, Maryland 21048, or at such other place as may be designated from time to time by the Board of Directors. Meetings of Lot Owners and Directors may be held at such places within the State of Maryland as may be designated by the Board of Directors.

ARTICLE II - DEFINITIONS

Section 1. Association. "Association" shall mean and refer to River Downs Homeowners' Association, Inc., a non-stock, non-profit Maryland corporation, its successors and assigns.

Section 2. Property. "Property" shall mean and refer to that certain real property described in the Declaration (defined below), and such additions thereto as may hereafter be within the jurisdiction of the Association.

Section 3. Common Area. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Lot Owners.

Section 4. Lot. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property (with the exception of the Common Area).

Section 5. Lot Owner. "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. "Lot Owner" shall also mean and refer to those persons entitled to membership in the Association as provided in the Articles of Incorporation and in the Declaration of the Association.

Section 6. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for River Downs Homeowners' Association, recorded among the Land Records of Carroll County, Maryland on November 18, 1993, including amendments and supplements thereto.

Section 7. Majority Vote. "Majority Vote" shall mean the affirmative vote of more than fifty percent (50%) of the Lot Owners present in person or by proxy at a meeting at which a quorum is present.

Section 8. Mortgagee. "Mortgagee" shall mean the holder of any recorded mortgage, or the party secured or beneficiary of any recorded deed of trust, encumbering one or more of the Lots. "Mortgage", as used herein, shall include deed of trust. "First Mortgage", as used herein, shall mean a mortgage with priority over other mortgages. The term "Mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in these By-Laws, the terms "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, all corporations and any agency or department of the United States Government or of any state or municipal government. As used in this Declaration, the terms "holder" and "Mortgagee" shall include the parties secured by any deed of trust or any beneficiary thereof.

### ARTICLE III - MEETING OF LOT OWNERS

Section 1. Annual Meeting. The first annual meeting of the Lot Owners shall be held within six (6) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Lot Owners shall be held on the same day of the same month of each year thereafter or such other date as may be selected by the Board of Directors. If the day for the annual meeting of the Lot Owners is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Lot Owners may be called at any time by the President or by the Board of Directors, or upon written request of the Lot Owners who are entitled to vote one-fourth (1/4) of all of the votes of the Lot Owners.

Section 3. Notice of Meetings. Written notice of each meeting of the Lot Owners shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, at least seventy-two (72) hours (but not more than sixty (60) days) before such meeting to each Lot Owner entitled to vote thereat. Notice may be given by personal delivery to a Lot Owner, by leaving the notice at the Lot Owner's residence, by mailing the notice to the Lot Owner's address last appearing on the books of the Association, or supplied by such Lot Owner to the Association for the purpose of notice, or by electronic mail to any electronic mail address supplied by the Member. Notice given to any one Lot Owner shall be notice to all Lot Owners of that Lot. Such notice may be waived upon the declaration of an emergency by the person

calling the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting, in person or by proxy, of Lot Owners entitled to cast one-tenth (1/10) of the votes for each Lot owned shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Lot Owners entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Voting. At every meeting of the Lot Owners, Lot Owners shall have the right to cast one (1) vote for each Lot owned. When more than one (1) person owns a Lot, the vote for that Lot shall be exercised as the Lot Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to any Lot in accordance with the Declaration. The vote of the Lot Owners representing a majority of the total of the votes of all of the Lot Owners present in person or by proxy at the meeting, calculated as aforesaid, shall be necessary to decide any question brought before such meeting, unless the question is one upon which by the express provision of law or of the Article of Incorporation, or of the Declaration or of these By-Laws, a different vote is require, in which case such express provision shall govern. The vote for any Lot which is owned by more than one person may be exercised by any of the co-Lot Owners present at any meeting unless any objection or protest by any other owner of such Lot is noted at such meeting. In the event all of the co-Lot Owners of any Lot who are present at any meeting of the Lot Owners are unable to agree on the manner in which the votes for such Lot shall be cast on any particular questions, then such vote shall not be counted for purposes of deciding that question. In the event any Lot is owned by a corporation, then the vote for any such Lot shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association, prior to or during the meeting. The vote for any Lot which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chair of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Lot Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management account of the Association to be more than sixty (60) days delinquent in any payment due the Association. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among the candidates.

Section 6. Proxies. At all meetings of Lot Owners, each Lot Owner may vote in person or by proxy. All proxies shall be in writing, which shall include any electronically transmitted writing, and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Lot Owner of the Lot Owner's Lot. No proxy shall be valid after eleven (11) months from its date unless otherwise provided in the

proxy. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors, which approval may not be unreasonably withheld, before the appointed time of each meeting. Any written proxy which conforms with the applicable laws of Maryland shall be deemed satisfactory and approved as to form by the Board of Directors.

Section 7. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Lot Owners shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name and electronic mail address of the person to whom notice of the annual and special meetings of the Lot Owners should be sent. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the Lot Owners to each such institutional mortgagee in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Lot Owners. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the Lot Owners and such representative may participate in the discussion at any such meeting and may, upon request made to the Chair in advance of the meeting, address the Lot Owners present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Lot Owners upon request made in writing to the Secretary.

Section 8. Open Meeting.

(a) All meetings of the Association, its Board of Directors, and any committees, shall be open to all Lot Owners or occupants of Lots or their agents, except that a meeting of the Board of Directors or a committee may be held in closed session for such purposes as shall not be inconsistent with applicable law, including but not limited to the following:

- (i) Discussion of matters pertaining to employees and personnel;
- (ii) Protection of the privacy or reputation of individuals in matters not related to Association business;
- (iii) Consultation with legal counsel;
- (iv) Consultation with staff personnel, consultants, attorneys, Board members, or other persons in connection with pending or potential litigation;
- (v) Investigative proceedings concerning possible or actual criminal misconduct;
- (vi) Compliance with a specific constitutional statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;

(vii) Consideration of the terms or conditions of a business transaction in the negotiation stage if the disclosure could adversely affect the economic interests of the Association; or

(viii) Discussion of individual Lot Owner assessment accounts.

(b) If a meeting is held in closed session pursuant to the procedures established above:

(i) No action may be taken and no matter may be discussed other than those permitted above; and

(ii) A statement of the time, place and purpose of any closed meeting, the record of the vote of each Board or committee member by which any meeting was closed, and the authority under this Section for closing any meeting shall be included in the minutes of the next meeting of the Board of Directors or the committee holding the closed meeting.

#### ARTICLE IV - BOARD OF DIRECTORS

Section 1. Management of the Association. The affairs of the Association shall be managed by the Board of Directors.

Section 2. Number. The number of Directors shall be that number set forth in the Articles of Incorporation of the Association, or such other number as may be designated from time to time by resolution of a majority of the entire Board of Directors. However, the number of Directors shall be an odd number and may not be less than three (3) nor more than five (5). A majority of the Directors shall be Lot Owners of the Association.

Section 3. Term of Office. At the first annual meeting of the Lot Owners, the Lot Owners shall elect the Board of Directors and the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed for two (2) years and the term of office of the other Director or Directors shall be fixed for one (1) year. At the expiration of the initial term of office of each respective Director, his or her successor shall be elected to serve a term of three (3) years. Directors shall hold office until their successors have been elected and hold their first regular meeting.

Section 4. Removal. After the first annual meeting of the Lot Owners, any Director may be removed from the Board, with or without cause, by a Majority Vote of the Lot Owners of the Association. In the event of death, resignation or removal of a Director, that Director's successor shall be selected by the remaining Lot Owners of the Board and shall serve for the unexpired term of his or her predecessor.

Section 5. Compensation. No Director shall receive compensation for any services the Director may render to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

#### ARTICLE V - ELECTION OF DIRECTORS

Election of the Board of Directors shall be by written ballot. At such election the Lot Owners or their proxies may cast, in response to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and the Articles of Incorporation of the Association. Any proxy valid under Maryland law shall be valid for the purpose of such casting of votes. All election materials prepared with funds of the Association shall list candidates in alphabetical order and shall not suggest a preference among candidates. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

#### ARTICLE VI - MEETINGS OF DIRECTORS

Section 1. Regular and Special Meetings. All meetings of the Board of Directors or any committee created by the Board of Directors shall be held only upon regularly scheduled and established dates or periods at such time and place as shall have been made known to all Lot Owners in accordance with the procedures established in Article III, Section 3, of these By-Laws. All such meetings shall be open to all Lot Owners or occupants of Lots, or their agents. Meetings of the Board of Directors may be held in closed session only for the purposes set forth in Article III, Section 9, of these By-Laws.

Section 2. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 3. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by registered mail, return receipt requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the regular or special meeting of the Board of Directors should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular or special meeting, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notice to the members of the Board of Directors. Any such institutional mortgagee shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representatives may participate in the discussion at any such meeting and may, upon request made to the President in advance of the meeting, address the members of the Board of Directors present at any such meeting. Such representative shall be



entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

## ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt, publish, and enforce rules and regulations governing the use of the Common Area, facilities, and the Lots and the personal conduct of the Lot Owners and their guests thereon, and to establish penalties for infraction thereof;

(b) Suspend the voting rights and right to use of the Common Areas and recreational facilities of a Lot Owner during any period in which such Lot Owner shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Lot Owners by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Lot Owners at the annual meeting of the Lot Owners, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Lot Owners who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due late or to bring an action at law against the Lot Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an assessment has been paid, and releases of liens when the assessment, interest and reasonable attorney's fees relating thereto have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause the Common Area to be maintained;

(g) Otherwise perform or cause to be performed the functions and obligations of the Board and the Association as provided for in the Declaration, the Articles of Incorporation and these By-Laws.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent or manager at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing.

#### ARTICLE VIII - OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may by resolution create as it deems appropriate. All of the officers are to be elected by the Board of Directors.

Section 2. Election of Officers. The election of officers shall take place at the annual meeting of the Board of Directors immediately following each annual meeting of the Lot Owners; provided that the initial Board of Directors shall elect the first group of officers at its organizational meeting.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his or her successor is duly elected and qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.



Section 4. Special Appointments. The Board may elect such officers 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 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary, Assistant Secretary, Treasurer and Vice President may be held by the same person, but in no event shall the same officer execute, acknowledge or verify any instrument in more than one capacity, if such instrument is required by law, the Declaration, the Articles of Incorporation or these By-Laws to be executed, acknowledged or verified by two (2) or more officers. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article and except as otherwise provided in this Section 7.

Section 8. Duties. The duties of the officers are 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 leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(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 act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Lot Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association together with their addresses, and shall perform such other duties as 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 sign all checks and promissory notes of the Association; keep proper books of account, cause an annual review of the Association books to be made by a

public accountant at the completion of each fiscal year; and shall prepare a proposed annual budget and a statement of income and expenditures to be delivered to the Lot Owners at least 30 days in advance of the regular annual meeting of the Lot Owners for adoption by the Lot Owners at that meeting, and deliver a copy of each to the Lot Owners.

#### ARTICLE IX - INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) to which he or she may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Lot Owners of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

#### ARTICLE X - COMMITTEES

The Board of Directors shall appoint a modifications committee (to be known as the "River Downs Modifications Architectural Committee), as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE XI - INSURANCE

Section 1. Insurance. The Board of Directors of the Association may obtain and maintain, to the extent reasonably available, the following:

(a) Workmen's compensation insurance for employees of the Association to the extent necessary to comply with any applicable law; and

(b) A "Legal Expense Indemnity Endorsement", or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made party by reason of his or her services as such; and

(c) Such other policies of insurance, including Director and officer liability insurance and insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with reputable companies licensed to do business in the State of Maryland.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors of the Association, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Lot Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to any and all insureds named thereon, including any mortgagee of any Lot who requests such notice in writing.

(e) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Lot Owners of the Association and their respective against, employees or tenants, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured.

## ARTICLE XII - BOOKS AND RECORDS; FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall end on December 31. The fiscal year herein established shall be subject to change by the Board of Directors should the practice of the Association subsequently dictate.

Section 2. Change of Principal Office. The principal office of the Association shall be as set forth in the Articles of Incorporation of the Association. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in

chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the Common Areas and community facilities, services required or provided with respect to the same and any other expenses incurred by the Association. The amount of any assessment or portion of any assessment, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Lot Owners.

Section 4. Review. At the close of each fiscal year, the books and records of the Association shall be reviewed by an independent certified public accountant whose report shall be prepared in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Lot Owners and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within one-hundred twenty (120) days following the end of each fiscal year. The annual financial statement may be furnished to the Lot Owners by personal delivery, by first class mail, or by electronic mail.

Section 5. Inspection of Books. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Lot Owners and their duly authorized agents, and to the institutional holder of any first mortgage on any Lot and its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be provided electronically to any Lot Owner upon written request made by the Lot Owner to the Association.

### ARTICLE XIII - ASSESSMENTS

As more fully provided in the Declaration, each Lot Owner is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge of \$15.00 or one-tenth of the total amount of any delinquent assessment or installment, whichever is greater, shall be imposed and the assessment shall bear interest from the date of delinquency at the maximum rate permitted by law (or such lesser sum as Veterans Administration ("VA") or Federal Housing Administration ("FHA") shall specify if any Lot is insured by FHA or guaranteed by VA), and the Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and attorneys' fees shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Area or abandonment of the Lot Owner's Lot.

ARTICLE XIV - MISCELLANEOUS

Section 1. Amendment. These By-Laws may be amended, at a regular or special meeting of the Lot Owners, by a vote of a majority of a quorum of Lot Owners present in person or by proxy.

Section 2. Conflicts; Interpretation. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as they are defined to have in the Declaration.

Section 3. Notices. Unless otherwise specifically provided herein, any and all notices called for in these By-Laws shall be given in writing, which includes electronic mail.

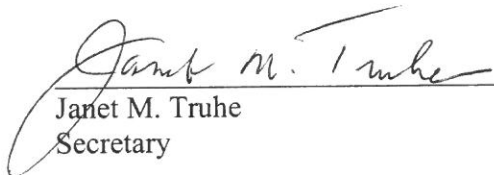
Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void, or unenforceable, such determination shall not render invalid, void, or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provisions of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.

Section 7. Gender. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

I HEREBY CERTIFY that the foregoing Amendment and Restatement of the By-Laws was adopted by the Lot Owners of River Downs Homeowners' Association, Inc., on November 27, 2017.

 (SEAL)  
Janet M. Truhe  
Secretary