



River's End Property Owner's Association By-Laws

September 8, 2021

BY-LAWS

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**BY-LAWS
OF
RIVER'S END PROPERTY OWNERS ASSOCIATION, INC.**

The following are restated and amended By-laws of the River's End Property Owners Association, Inc., adopted by affirmative vote of the Association's Board of Directors at a meeting held on the 8 day of September, A.D. 2021.

ARTICLE I: ASSOCIATION

1. **Name and Purpose.** The name of this Association is River's End Property Owners Association, Inc. ("the Association"), a not-for-profit Delaware corporation formed in September 1995. The purpose of the Association and of these By-laws is to establish and enforce reasonable rules and regulations for (a) the development, maintenance, management, and governance of the River's End Development ("River's End"), located in Nanticoke Hundred, Sussex County, Delaware, and (b) the implementation of the "Amended, Revised and Restated Declaration of Covenants, Conditions, and Restrictions for River's End Development (Phases I, II, III, IV, V & Future Phase VI), dated June 22, 2021" ("the Covenants") and recorded by the Sussex County Recorder of Deeds on June 29, 2021, in Book 5497, Page 1 *et seq.*
2. **Office.** The principal office (mailing address) of the Association shall be at 111 Rivers End Drive, Seaford, Delaware 19973. The Association may also have an office or offices at such other place or places as the Board of Directors may from time to time designate. The Association is its own registered agent at the above address.
3. **Corporate Seal.** The corporate seal shall have inscribed thereon the name of the Association, the year of its incorporation, and the words "Corporate Seal" and "Delaware."

ARTICLE II: MEMBERS

1. **Definition.** Every person or entity who is an owner of a real estate lot as defined in the Covenants shall be a Member of this Association. Such Member shall remain a Member thereof until such time as his or her ownership of such lot ceases for any reason, at which time his or her Membership in the Association with respect to such lot shall automatically cease and the successor owner shall become a Member. Every Member shall be subject to the requirements of the Covenants and these By-laws.
2. **Voting Rights and Proxies.** Members shall be entitled to one (1) vote for each lot in which they hold the interest required for Association Membership. Voting rights may be exercised by written proxy signed by all owners of a lot, specifying the proxy holder and the particular meeting for, or period of duration not to exceed six (6) months of, such proxy. All proxies

must be on file with the Secretary of the Association prior to their use (vote or consent) in order to be valid.

In the event there is more than one owner of a particular lot, the vote relating to such lot shall be exercised as such owners may determine between or among themselves, but in no event shall more than one (1) vote for such lot be cast with respect to any issue. A vote cast at any Association meeting or by written consent by any of such owners, whether in person or by proxy, shall be conclusively presumed to be the entire vote attributable to the lot concerned unless an objection is made at the meeting or in writing by another owner of the same lot, in which event no vote will be counted with respect to such lot except to determine the presence or absence of a quorum.

3. **Financial Obligation.** All Members are responsible for the costs of operation of the Association through annual assessments determined by the Board of Directors. Each Member will have full voting privileges so long as their assessments are not in arrears.
4. **Property Rights and Obligations.** As prescribed in the Covenants, Members shall maintain their lots and any structures and landscaping on those lots in good repair and in a clean and orderly condition. All Members may enjoy the use of the streets, roads, entrance areas, recreational areas, and designated common areas in River's End. It shall be the responsibility of all Members, their families, tenants, guests, and invitees using the common areas to remove all litter and leave the property in a presentable condition.
 - a. **Failure to Maintain Member Property/Damage to Association Property.** Should the Board of Directors determine (a) that a Member has failed to discharge his or her maintenance obligations with regard to that Member's own property, or (b) that a Member or such Member's family, tenants, guests, invitees, or contractors have caused damage to Association property, then in either event the Association may give such Member a written demand to provide the necessary maintenance, cleaning, repairs, or replacement at the sole cost and expense of such Member, setting forth with reasonable particularity the maintenance, cleaning, repairs, or replacement deemed necessary. Such Member shall have fifteen (15) days from receipt of the demand to respond with a written commitment and plan for complying with the Board's demand. Upon acceptance of the Member's plan by the Board, the Member shall complete the work detailed in the plan in a timely manner depending on the season. Failure to comply with the Board's demand shall result in a notice of violation and any further actions required as described below in Article VII.
 - b. **Fallen Trees.** Should a tree on Association property fall on the property of a Member, any resulting damage is expected to be covered by said Member's homeowner insurance or, lacking insurance, said Member's personal funds.
 - c. **New Construction and Improvements.** As more fully described below in Article VI, all construction and other major improvements on the property of a Member shall be

submitted to the Architectural Review Committee (“ARC”) for approval prior to commencement of the work. At the time of such submission, a \$50 fee for plan review and a refundable \$500 construction bond shall be invoiced to such Member and payable within 30 days. As provided in Paragraph 14 of the Covenants, the bond shall be refunded in full if the shoulders and road surface are found in proper condition upon completion of the work. However, if shoulders or road surface are damaged and regrading, reseeding, and repairs are necessary, the cost shall be deducted from the bond and any amount above the bond shall be charged to the Member. The Board may change, increase, or decrease the amount of the fee or the bond or both at its discretion.

- d. **Well and Septic Installations.** As provided in Paragraph 17 of the Covenants, prior to any work commencing on a well or septic installation on a Member’s property, the ARC shall be given a copy of the drawings for said installation as approved by the State and County authorities having jurisdiction over River’s End and shall also be given a copy of the contractor’s insurance covering damage to the road surface, shoulder, and swales. In the absence of such proof of insurance, a construction bond and liability for any cost overrun as noted in the preceding paragraph shall be required.

ARTICLE III: MEETINGS OF MEMBERS

1. **Annual Meeting.** The Annual Meeting of Members for the election of Directors shall be held on the third Tuesday in October of each year, or if that day be a legal holiday on the next succeeding day not a holiday, in the evening, at which meeting the Members shall elect by written ballot, by plurality vote, a Board of Directors and shall transact such other business as may come before the meeting.

The Annual Meeting of the Members for the election of Directors shall be held at any reasonable place in Sussex County, Delaware, as the President may specify by at least ten (10) days’ advance written notice to all the Members. Any Member wishing to stand for election as a Director shall submit his or her name and biography to the Nominating Committee at least forty (40) days prior to the date of the Annual Meeting for inclusion in the ballots to be sent to all Members. Such ballots shall include the names and biographies of the candidates for election and shall be sent to all Members thirty (30) days prior to the Annual Meeting. Ballots shall be returned by mail to REPOA at 111 Rivers End Drive, Seaford, DE 19973, or placed in the REPOA drop box, or emailed to the Secretary at repoa@board@gmail.com, or handed in at the Annual Meeting.

No change in the time or place of a meeting for the election of Directors, as fixed by these By-laws, shall be made within ten (10) days before the day on which such election is to be held. In case of any change in such time or place for such election of Directors, notice thereof shall be given to each Member entitled to vote by mail or email or, if necessary and by arrangement, hand delivered to his or her last known address, at least ten (10) days before the election is held.

A complete list of Members entitled to vote, arranged in alphabetical order, shall be prepared by the Secretary and shall be open to the examination of any Member through the Secretary, for ten (10) days prior to the election, and during the whole term of the election.

All other meetings of the Members shall be held at such place or places, within the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be specified and fixed in the respective notices or waivers of notice thereof.

2. **Special Meetings.** Special meetings of the Members may be called at any time by the President. A special meeting must be called on the request in writing by a majority of the Directors, or at the request in writing of twenty percent (20%) of the Members in accordance with Paragraph 31 of the Covenants.
3. **Notice of Meetings.** Notice of all meetings shall be posted and shall also be emailed, mailed or, if necessary and by arrangement, hand delivered by the Secretary or the Secretary's assistant to each Member of record entitled to vote, at his or her last known post office or email address, for Annual Meetings ten (10) days and for special meetings five (5) days prior thereto.
4. **Quorum.** A minimum of ten percent (10%) of the total Members, excluding the Board of Directors, attending any official Association meeting shall constitute a quorum.

ARTICLE IV: BOARD OF DIRECTORS

1. **Number and Qualification.** The Board shall be composed of five (5) Members, all of whom shall be lot owners in River's End, not delinquent on assessments, and elected by vote of the Membership for two (2) year terms at the Annual Meeting. Should a lot be owned by a firm or corporation, a person designated by such firm or corporation may run for election and, if elected, serve on the Board.
2. **Purpose and Responsibilities.** The purpose and responsibilities of the Board are to:
 - a. Review, understand, interpret, monitor, and enforce the Covenants.
 - b. Meet at least bimonthly, and post meeting date, time, and place at least one week in advance.
 - c. Determine both property and liability insurance needed to cover any anticipated losses and arrange for and keep in force insurance policies.
 - d. Appoint Members of the Association to the required Architectural Review Committee.
 - e. Receive, review, monitor, and enforce reports from the foregoing Committee.
 - f. Determine and establish special committees needed to fulfill the needs of the Membership.
 - g. Establish and enforce rules and regulations for the use of all common areas.

- h. Efficiently, safely, and economically maintain all common areas including the roadways in an attractive condition and good repair.
 - i. Develop an annual financial budget to cover the costs for maintenance of roadways, drainage facilities, all common or open areas, lighting, anticipated legal costs, insurance, and any other costs pertinent to the operation of the Association; and collect and administer the assessments.
 - j. Accumulate and maintain reasonable reserves for repairs and replacements of capital infrastructure.
 - k. Develop special assessments if needed to operate the Association.
 - l. Arrange for an audit or review of the Association's financial records every five (5) years or when changing Treasurers.
 - m. Determine violations of the Covenants and actions to be taken including necessary legal action.
 - n. Communicate any information pertinent to the Members through bulletin board notices, newsletters, or personal contact if necessary.
 - o. Prepare financial reports, minutes of meetings, and other reports pertinent to the Membership. Such reports shall be produced and distributed in accordance with the Delaware Chancery Court's order of April 21, 2020, in *REPOA v. Mills et al.*, recorded by the Sussex County Recorder of Deeds in Book 1488, Page 124.
 - p. Be receptive to communication from Members and respond to their needs and questions.
 - q. Appoint a Nominating Committee from the Membership, then prepare and collect the ballots, perform the tallying of the votes, and provide a record for the files.
 - r. Ensure the transfer of essential information, knowledge, files, records, and other Association property to incoming Board members.
 - s. Prepare and/or defend all legal actions for and against the Association.
3. **Compensation.** No member of the Board or other officer shall receive any compensation for acting as such but may be reimbursed for necessary expenses incurred in regard to service as a Board member.
4. **Liability and Indemnity.** The liability of the members of the Board and other officers shall be limited to liability for criminal acts, for other intentional and knowing wrongful acts, and for other exclusions from coverage as specified in the Association's insurance policy; and they shall be insured by the Association against any loss or damage arising from the performance of their duties.
5. **Meetings.** The Board shall meet at least bimonthly and post meeting date, time, and place at least one (1) week in advance. The President shall prepare an agenda and distribute it to the members of the Board for review, additions, and/or revisions at least five (5) days in advance of the meeting. The Secretary shall record minutes of the meeting. Any Member who so requests may attend a Board meeting and/or receive copies of the minutes.
- a. **Order of Business.** The order of business at each Board meeting shall be:

- i. Revision and/or approval of the minutes of the previous meeting
 - ii. Old Business
 - iii. Treasurer's Report
 - iv. Committee Reports
 - v. New Business
 - vi. Adjournment
- b. **Location of Meetings.** Any Board meeting may be held at any place within Sussex County, Delaware.
- c. **Voting, Attendance and Quorum.** Each Board member shall have one (1) vote. Members of the Board may participate in a Board meeting either in person or by means of telephone conference or other remote conferencing medium by which all persons participating in the meeting can hear each other, and such participation shall constitute presence at the meeting. A minimum of three (3) of the five (5) Board members shall constitute a quorum. Board decisions shall be approved by a majority of affirmative votes cast at a Board meeting at which a quorum is present.
- d. **Special Meetings.** Special meetings of the Board may be called by the President on three (3) days' notice to each member of the Board, given personally or by email, mail, or phone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner, and on like notice, on the written request of at least two (2) members of the Board.
- e. **Action Taken Without a Meeting.** Any action by the Board required or permitted to be taken at a meeting may be taken without a meeting if all members of the Board consent to such action, and if such consent or consents and the action taken are filed with the minutes of the subsequent meeting of the Board.

ARTICLE V: OFFICERS

1. **Qualification and Terms of Office.** The Officers of the Association shall be a President, two Vice Presidents, a Secretary, and a Treasurer, all of whom shall be members of the Board of Directors and elected by the Membership for terms of two years; and such other Officers as may from time to time be chosen by the Board of Directors.
2. **Removal and Vacancies.** Any Director may be removed from the Board, with or without cause, by a majority vote of the Members. Any Officer chosen or appointed by the Board of Directors may be removed either with or without cause at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any Director becomes vacant for any reason prior to the expiration of that Director's term of office, the vacancy shall be filled until the next election by the affirmative majority vote of the full Board of Directors.
3. **President.** The President:

- a. Shall preside at all meetings and prepare the meeting agendas, and shall have the power to call special meetings. If a matter is deemed urgent, the President has the right to make a decision with the approval of two (2) other Officers or may call a special meeting of the Board to resolve such matter.
- b. Shall appoint all Committees.
- c. May call a special meeting of the Nominating Committee to recommend a replacement for any Officer who misses three consecutive meetings without just cause or who is unable to complete his or her term in office. Alternatively, the Board may elect to leave the vacancy unfilled for election at the next Annual Meeting.
- d. Shall prepare, implement, and update as needed the Association's five (5)-year plan.
- e. Shall propose amendments as needed to the Association's Covenants and By-laws.
- f. Shall be responsible for representing the Board in any legal proceedings for or against the Association and for managing communications with any attorney retained by the Board.
- g. Shall attend all Board and Membership meetings unless unable to do so.

4. **First Vice President.** The First Vice President:

- a. Shall chair the Nominating Committee, select its members, and schedule and lead the meetings of the Committee.
- b. Shall plan and attend the spring and fall cleanup days.
- c. Shall manage the Association's contractors and volunteers to provide community maintenance.
- d. Shall perform all duties and exercise all powers of the President in his or her absence.
- e. Shall attend all Board and Membership meetings unless unable to do so.
- f. Shall perform such additional duties as may be assigned or delegated by the President.

5. **Second Vice President.** The Second Vice President:

- a. Shall manage the Association's social activities, including:
 - i. The spring and fall bonfires
 - ii. Halloween preparations, including security
 - iii. Welcome visits and gift packages to new residents
 - iv. Updates to the community directory
 - v. Coordinating with such Committees as may be established to organize the foregoing activities.
- b. Shall perform all duties and exercise all powers of the President in the absence of the President and the First Vice President.
- c. Shall attend all Board and Membership meetings unless unable to do so.
- d. Shall perform such additional duties as may be assigned or delegated by the President.

6. **Secretary.** The Secretary:

- a. Shall keep an accurate record of the proceedings of all meetings and shall prepare and submit the minutes of each meeting to the Board of Directors for approval at least one week prior to the next scheduled meeting of the Board of Directors. Following approval of the minutes by the Board of Directors, the Secretary shall provide copies of the minutes to all Members who request them.
- b. Shall prepare and distribute to all Members notice of the Annual Meeting, enclosing the ballot for election, at least thirty (30) days prior to said Meeting; shall prepare a complete list in alphabetical order of the Members entitled to vote for use at said Meeting; and shall take attendance, count the ballots, and take minutes of said Meeting.
- c. Shall maintain an accurate and up-to-date record of all Members and their pertinent information including their full names, mailing and email addresses, telephone numbers, and lot numbers.
- d. Shall maintain the community bulletin board and shall post notice of all meetings and contact information for Board members and Committee chairs on said bulletin board.
- e. Shall publish the Association newsletter.
- f. Shall maintain the Association's master records, including:
 - vi. Meeting minutes
 - vii. Covenants and By-laws
 - viii. Deeds and Development Plan
 - ix. Contracts
 - x. Reports of Officers and Committee Chairs
- g. Shall carry on the general correspondence of the Association and maintain records of such correspondence.
- h. Shall retain the Association's corporate seal.
- i. Shall attend all Board and Membership meetings unless unable to do so.

7. Treasurer. The Treasurer:

- a. Shall have responsibility for all Association funds, shall receive and disburse funds on behalf of the Association, and shall maintain complete, accurate, and up to date records of all receipts and disbursements in books belonging to the Association.
- b. Shall be responsible for the deposit of all money and any other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated or approved by the Board. The Treasurer shall balance all depository accounts monthly. The signatures of the current President, Treasurer, Vice Presidents, and Secretary will be kept on file at the bank or other depository for use in emergencies.
- c. Shall prepare the invoices for annual Member assessments as determined by the Board, keep accurate records of Members' payments of their assessments, issue reminders of assessments that are delinquent, advise Members who are subject to having a lien filed because of non-payment, and file liens for unpaid assessments.
- d. May pay routine bills that have been budgeted and approved, up to the amount of \$200. Checks for other budgeted items in amounts more than \$200 must be signed by

- two officers of the Board, one of whom must be the Treasurer or the President. Unbudgeted expenditures for amounts more than \$200 require Board approval.
- e. Shall implement the requirements of the April 21, 2020, Order of the Delaware Chancery Court that the Association “will provide a comprehensive financial report to all lot owners in Rivers End by October 31 of each year” and “will compile monthly financial reports (supported by its monthly banking account statements) and provide copies of those reports to any members who request them....”
 - f. Shall provide all needed files and records for an audit or review of Association books as required above in Article IV.2(l) and shall provide such additional information and assistance as is needed with the audit or review.
 - g. Shall file on a yearly basis all tax returns and other financial documents required by State and Federal laws.
 - h. Shall be a party to any contract negotiation that exceeds five hundred dollars (\$500).
 - i. Shall make Association financial records available for review by any Member requesting such review, provided that such request is reasonable.
 - j. Shall attend all Board and Membership meetings unless unable to do so.

ARTICLE VI: COMMITTEES

1. Architectural Review Committee

- a. **Members, Appointment, and Terms.** The Architectural Review Committee (“ARC”) shall be composed of three (3) Members of the Association. They shall be appointed by the Board of Directors to terms of three (3) years. The chair shall be selected by the Board.
- b. **Purpose and Responsibilities.** The purpose of the ARC is to ensure the development and maintenance of River’s End as a residential development of high standards. Its responsibilities are to:
 - i. Review and understand all the Restrictions and Covenants relating to the improvement of any lot or other land area.
 - i. Review all lot owners’ plans for new construction, additions, exterior renovations, landscaping or other improvements to be placed upon any lot or other land within River’s End, and to approve or disapprove in writing all such plans or other requests by lot owners.
 - ii. Monitor the progress of all the approved improvements on all lots and give final approval or disapproval in writing.
 - iii. Monitor and enforce all the requirements of the Covenants pertaining to the improvement of any lot or land area.
- c. **Approval and Appeal Process.**
 - i. Prior to starting any land clearing, building or other structure, landscaping, or other alteration or installation on any lot or other land within River’s End, the concerned

- Member shall submit a complete set of site-specific plans and specifications in writing to the ARC.
- ii. The ARC shall approve, disapprove, or request alterations to said plans and specifications in writing within thirty (30) days of receiving them.
 - iii. Once final written ARC approval is given, the subject installation or alteration shall be erected, altered, rebuilt, placed, or permitted to remain upon said lot or other land area only in accordance with the plans and specifications as approved by the ARC. The ARC shall be permitted to inspect the site during and after completion of the work to monitor and enforce compliance with the requirements of the Covenants and of the terms of ARC's approval.
 - iv. Provided full information is given, should the ARC refuse to approve or fail to respond to any such plans and specifications within thirty (30) days after written receipt, said Member may bring an appeal to the Board of Directors for review.
 - v. In the event any land clearing, building or other structure, landscaping, or other alteration or installation is commenced or completed without having obtained ARC approval or in violation of the terms of ARC's approval or of the requirements of the Covenants, the ARC shall notify the Member in writing of the violation and of the actions required to remedy it. Said Member may appeal the notification to the Board in writing within thirty (30) days of receipt. In the event the Member refuses or fails to implement the remedy required by the ARC and/or the Board within thirty (30) days of a final decision, the Board may pursue legal action as provided in Paragraph 28 of the Covenants.
 - vi. All new construction or other alterations to or installations on any property within River's End shall comply with the requirements of the Covenants.

2. **Nominating Committee**

- a. **Members, Appointment, and Terms of Office.** The Nominating Committee shall be chaired by the First Vice President and shall include at least two (2) other Members of the Association appointed by the First Vice President. The members of the Committee shall take office and begin discharging their responsibilities at least three (3) months prior to each Annual Meeting. They shall conclude their responsibilities at the time of such Annual Meeting.
- b. **Responsibilities.** The Nominating Committee's responsibilities are to:
 - i. Send out a letter to Members at least two (2) months prior to the Annual Meeting, soliciting interest in serving on the Board, and receive and review the responses of interested candidates.
 - ii. Solicit additional candidates as needed to fill all upcoming vacancies on the Board.
 - iii. Provide the names and brief biographies of the candidates in writing to the Secretary at least forty (40) days prior to the Annual Meeting for communication to the Board and for inclusion in the ballots to be sent by the Secretary to all Members thirty (30) days prior to the Annual Meeting.

3. **Other Committees** may be established as deemed necessary or desirable by the Board.

ARTICLE VII: ENFORCEMENT

1. **Determination and Resolution of Violation.** In the event that the Board determines that a Member or said Member's family, tenant(s), guest(s), invitee(s), or contractor(s) are in violation of the Covenants or these Bylaws, the Board shall make all reasonable efforts to cure the violation and to prevent its continuation or recurrence in consultation and cooperation with such Member.
2. **Notice of Violation and Pursuit of Legal Action.** Should the Board's efforts as noted in the preceding paragraph fail to result in a resolution of the violation that is satisfactory to the Board, then as provided in Paragraph 28 of the Covenants, the Association and/or the owner of any lot or given land area subject to the Covenants may proceed at law or in equity to prevent the occurrence, continuation, or violation of the Covenants after providing fifteen (15) days notification by certified or registered mail to the offending party. The court in any such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorney's fees. The remedies specified herein are cumulative, and a specification of them shall not be taken to preclude any aggrieved party from resorting to any other remedy at law or in equity or under any other statute.
3. **No Waiver of Rights.** No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of the Covenants shall be held to be a waiver by that party or an estoppel of that party to assert any rights available to them upon the reoccurrence or continuation of such violation or the occurrence of a different violation.

ARTICLE VIII: DEFINITIONS AND CONFLICTS

1. **Definitions.** All terms defined in the Covenants shall have the same meaning in these By-laws as in the Covenants.
2. **Conflicts.** In the event of any conflict between the provisions of the Covenants and the provisions of these By-laws, the provisions of the Covenants shall control.

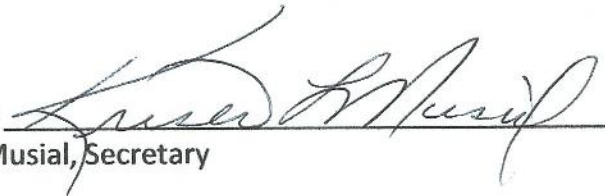
ARTICLE IX: AMENDMENTS

The Board has authority to make, alter, amend, and repeal these By-laws. Within fifteen (15) days of such making, alteration, amendment, or repeal, the Board shall notify the Members of such action and a majority of the Members has the right to change any such action at a duly constituted special meeting of the Members for that purpose, called as provided above in Article III.2.

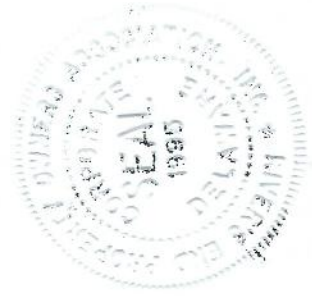
IN WITNESS WHEREOF, River’s End Property Owners Association, Inc., has caused these By-laws to be signed by its President and its corporate seal to be hereunto affixed, attested by its Secretary on this 8 day of September, A.D. 2021.

RIVER’S END PROPERTY OWNERS ASSOCIATION, INC.

BY: 
Clifford J. Horler, President

ATTEST: 
Kristie Musial, Secretary

CORPORATE SEAL



STATE OF DELAWARE :
Ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 8 day of September, A.D. 2021, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, Clifford J. Horler, President of River’s End Property Owners Association, Inc., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and Deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging, and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.


Notary

Type or Print Name of Notary: M. Katherine Brown

Commission Expires: 11-21-21

M Katherine Brown
Notary Public
STATE OF DELAWARE
My Commission Expires 11-21-2021