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WILLIAM LEE KING, Henderson COUNTY, NC

**AMENDED AND RESTATED**  
**BYLAWS**  
**OF RIVERWIND HOMEOWNERS**  
**ASSOCIATION, INC.**  
**A NONPROFIT CORPORATION**  
**IN HENDERSON COUNTY, NORTH CAROLINA**  
**RESTRICTED TO PERSONS**  
**AGES 55 YEARS AND OVER**

Replaces any and all Bylaws adopted before 2023 by  
Riverwind Homeowners Association, Inc.



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RIVERWIND HOMEOWNERS ASSOCIATION  
JUNE 2024**

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**ARTICLE 1**

**GENERAL**

**Section 1.1 Name.** These are the Bylaws of Riverwind Homeowners Association Inc., a North Carolina Nonprofit Corporation restricted to persons ages 55 and over, herein referred to as the "Association".

**Section 1.2 Location.** The principal office of the Association is 30 Riverwind Drive, Hendersonville, North Carolina 28739.

**Section 1.3 Purpose.** The Association shall have the responsibility of administering the Riverwind Planned Community, including those matters contained in Chapter 55A of the North Carolina Nonprofit Corporation Act, N.C. Gen Stat 55a-1-01 et seq., and North Carolina Planned Community Act, §47F-1-101 et seq., (hereinafter designated as the NCPCA) and as specifically required to be performed by a vote of the Association.

**Section 1.4 Seal.** The Seal of the Association shall contain the name of the Association, and such other words and figures as desired by the Board of Directors and as provided by the laws of the State of North Carolina.

**Section 1.5 Records.** All records of the Association shall be maintained on a fiscal year basis.

**Article II**

**Definitions**

In accordance with §47F-1-103 of the North Carolina Planned Community Act, and unless specifically provided otherwise or the context otherwise requires, the following terms as used in the Covenants and these Bylaws shall have the following meanings:

1. **Allocated Interests** means the common expenses liabilities and votes in the Association allocated to each Lot.
2. **Annual Budget** means the fiscal year operating budget proposed by the Board of Directors and approved by a majority vote of those present and those voting by proxy or absentee ballot or by USPS mailed ballot at the Annual Meeting, a Quorum not being necessary as per the NCPCA §47F-3-103 c.
3. **Assessments** means any and all sums levied by the Board apportioned equally against any Lot and its Owner as common expenses or other charges to include, but not limited to, common expense liabilities, Special assessments, Specific assessments, fines, late charges, interest and attorney's fees as set forth in the Covenants and these Bylaws;



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provided however, that any such Special Assessments requires the approval of a Majority Vote of the qualified membership of The Association.

4. **Association** means Riverwind Homeowners Association (RHOA), Inc., organized under the laws of North Carolina (a non-profit corporation).
5. **Board** means the Board of Directors of the Riverwind Homeowners Association, which is the governing body on behalf of and for the Association, designated the Executive Board in N.C.G.S. Section 47F-1-103(13); Director or Directors means a member or members of the Board.
6. **Bylaws** means the Bylaws adopted by the Association.
7. **Common Elements** means all parts of the Planned Community located outside the boundaries of the Lots including any real estate in the Planned Community owned or leased by the Association.
8. **Common Expenses Liability** means
  - a. all construction expenses incident to the administration, improvement, operation, maintenance, repair or replacement of any realty or improvement owned or leased by the Association, including but not limited to real estate and roads.
  - b. all expenses determined by the Association to be common and which are lawfully assessed against the Lot Owner, including payment by the Association of any costs and expenses for the improvement, administration, operation, maintenance, repair and replacement of any property owned or leased by the Association, including but not limited to real estate and roads.
  - c. all sums lawfully assessed against the Lot Owner by the Association.
9. **Covenants** means the Restrictive Covenants adopted by the Association as amended and restated from time to time.
10. **Dwelling** means residency {DMH, modular and stick built house) constructed for occupancy on one lot.
11. **Director(s)** means a member or members of the Board.
12. **DMH** means double-wide manufactured home.
13. **Home Site** means the lot conveyed to an owner "upon which a home has been constructed."
14. **Impact Fee** means the fee charged by the Board against an owner if damage or outages occur to Riverwind infrastructure (roads, utilities etc.) during any construction, renovation or landscaping on a Home Site. This fee will be equal to the cost of repair to



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the infrastructure.

15. **Lot** means any numbered plot of land shown on any plat of Riverwind Subdivision caused to be placed on record by the Association unless that Plat or any Covenants affecting that plat indicated otherwise.
16. **Minutes** means the Secretary's or acting Secretary's written record of all meetings and proceedings, including pertinent reports and attachments of the Board and the Association.
17. **Abstention or Unsubmitted Ballot** means a ballot that a Qualified Member does not return during Association elections. Such ballots cannot be counted as votes either for or against any items on the ballot. *(as amended in 2021)*
18. **North Carolina Planned Community Act** will be "NCPCA" in these Bylaws.
19. **Officer** means those individuals who are elected by the Board to serve as President, Vice President, Secretary and Treasurer of the Association.
20. **Owner** means record title holder or holders of a Lot or Home Site, excluding the following: any lender, trustee or creditor whose interest is merely as security for the performance of an obligation or repayment of an indebtedness.
21. **Plat** means any survey showing any portion of the Planned Community as recorded in Henderson County Records, excluding any survey that indicates on its face that it is not to be considered a "Plat" hereunder.
22. **Qualified Member** means the Owner(s) of a Lot and a member of the Association in good standing. Owner(s) is in good standing if they are not in default of assessments or otherwise in violation of this Declaration, the Bylaws or the Rules and Regulations.
23. **Rules and Regulations** means all Rules and Regulations adopted by the Board for the use and enjoyment of all property in the Planned Community owned or leased by the Association.
24. **Voting Criteria** is as follows in order for an issue to pass:
  - a. **Majority Vote** means more than fifty percent ( 50%) of the total votes cast by qualified voters.
    1. **Annual Budget**: NCPCA, § 47F-3-103-c
    2. **Board of Directors election**: NCPCA, § 47F-3-109-a.
    3. **New Fund Project**
    4. **Removal of a Board Member**: NCPCA, § 47F-3-103-b.



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5. Special Assessments: Riverwind Covenants, 21D
- b. Super Majority Vote means sixty-seven (67%) percent of total Qualified Members of the Community.
1. Amendment of Bylaws
  2. Amendment of Covenants: NCPCA, § 47F-2-117-a.
  3. Purchase or lease of property.
- c. Ultimate Majority Vote means eighty (80%) percent of total Qualified Members of the Community.
1. Adoption of Independent Management: NCPCA, § 47F-3-106-4.
  2. Termination of Amenities: NCPCA, § 47F-3-113-g.
  3. Termination of The Planned Community: NCPCA, § 47F-2-118
- d. Quorum means 40% (forty percent) of the Qualified Membership must be present at the meeting in person, by proxy, by absentee ballot or ballot by mail, for business to be legally transacted. If a quorum is not present or represented at any meeting, the President shall have the power to adjourn the meeting without notice other than an act at the meeting. The Quorum requirement at the next meeting shall be one-half of the Quorum requirements applicable to the meeting adjourned for lack of a Quorum. The Members at any meeting at which a quorum is present may continue to do business until its adjournment, NCPCA, §47F-3-109.
25. Board Manual - This Manual contains Board related schedules, duties and responsibilities, and internal working processes.

### ARTICLE III

Class of Membership. There shall be one class of membership. Each Lot Owner shall be a member.

### ARTICLE IV

**Section 4.1 Place of Meetings**. Meetings of the membership shall be held in the Planned Community or at such place as is designated by the Board of Directors.

**Section 4.2 Governing Rules at Meetings**. The rules in the Roberts Rules of Order will be a guideline only, and they are not to be in conflict with these Bylaws or any special rules that



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the Board of Directors may adopt.

**Section 4.3 Conduct of Business.** Commonly accepted parliamentary procedure shall govern the conduct of the meeting when not in conflict with the Covenants and these Bylaws.

**Section 4.4 Regular Resident Meeting.** Meetings of the Board and Community residents will be scheduled periodically (Monthly or Quarterly) to report on the business of the Association. The frequency, date, time, method and location of the meeting will be announced to the Community at least thirty (30) days prior to the meeting. Meetings may be conducted in-person and/or virtually, when permitted by North Carolina law. *(as amended in 2021)*

**Section 4.5 Notice of Regular Resident Meeting.** The Regular Resident Meeting Notice shall be announced in the Newsletter, along with a proposed agenda (NCPA Section 47F-3-108-a).

**Section 4.6 Annual Meeting.** The Annual Meeting of the membership shall be held in the month of August in the Riverwind Clubhouse and/or virtually, when permitted by North Carolina law, at a date and time designated in writing by the Board of Directors. The Annual Meeting will be held for the purpose of electing new Directors for the Board of Directors, approving or disapproving the proposed Annual Budget and other business that the Board has included on the Agenda. Prior to delivering the voting package to the community members, we will check to identify any community members that are delinquent. Proxies and absentee ballots submitted by Qualified Members will be accepted and counted, with the results for all candidates announced at the Annual Meeting and printed in the next Newsletter. *(as amended in 2021)*

**Section 4.61 Notice of Annual Meeting.** It is the duty of the Association Secretary to notify Qualified Members, in writing, by electronic mail or by the monthly Newsletter of the Annual Meeting of the Association. Said notice shall be given not less than thirty (30) days, nor more than sixty (60) days before the scheduled meeting. The Notice of Meeting must state the time and place of the meeting and include a copy of the proposed Annual Budget.

**Section 4.62 Information Packet for Annual Meeting.** A packet containing the Notice of Meeting, the proposed Budget for the upcoming fiscal year, the Bios/pictures of candidates for the Board, and a certified (RHOA embossed seal) ballot will be delivered to every qualified property holder in good standing via USPS mail or hand delivered by the first day of August. This packet will also contain a self-addressed envelope to the RHOA Secretary for completed ballot, which when received, will be stored in a locked container until the Annual Meeting.

**Section 4.7 Candidates for the Board** Qualified members (as per Section 5.4) that would like to run for a Board position need to contact the Association Secretary or the Nominating Committee with a Bio (less than 200 words) and picture for the Annual Meeting packet by the second week of July.



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**Section 4.8 Special Meeting.** A meeting for any purpose(s) may be called at any time by the President, the majority of Board of Directors, or pursuant to a written request of at least ten (10) percent of the Qualified Members, NCPA, § 47F-3-108. The business to be acted upon at all Special Meetings shall be confined to those items stated in the Notice of Special Meeting.

**Section 4.9 Notice of Special Meeting.** It shall be the duty of the Association Secretary to notify Qualified Members in writing, by electronic mail or by the monthly Newsletter of each Special Meeting of the Association. Said notice shall be given not less than ten (10), nor more than sixty (60) days before the scheduled meeting. The Notice of Special Meeting must state the time and place of the meeting and the specific purpose, or purposes for which the meeting is called.

**Section 4.10 Adjournment.** Any meeting may be adjourned by a majority vote of the Qualified Members present. Only business which was on the agenda of the adjourned session of the meeting may be transacted at a continued session. All Qualified Members shall be notified in writing that the meeting was adjourned and will be continued. Said notice must be given within ninety-six (96) hours of the adjournment.

**Section 4.11 Voting Rights.** The Qualified Member(s) shall be allocated one vote per lot owned. If any Qualified Member wishes a voting packet to be sent to an address other than the address of the Lot, the Qualified Member is responsible for notifying the Secretary in writing of the alternate address. No votes allocated to an Association owned lot may be cast. (NCPA 47F-3-110d)

**Section 4.12 Voting by Absentee Ballot.** An absentee ballot shall be issued by the Association Secretary at the request of a Qualified Member who will be unable to attend the meeting in person. The completed Absentee Ballot will be returned to the Association Secretary before the meeting and placed in the locked container containing other ballots received.

**Section 4.13 Voting by Proxy.** A proxy shall only be issued at the request of a Qualified Member for a stated meeting or for no longer than a one (1) year period. To be valid, a proxy must be dated and filed with the Association's Secretary prior to the opening of the meeting for which it is to be used. No Proxy shall be revocable except by written notice delivered to the Secretary before the meeting, or if at the Regular meeting, to the Association Secretary, as per NCPA 47F-3-110.

**Section 4.14 Voting by Written Ballot.** In accordance with Chapter 55A-7-08 of the North Carolina Non-profit Corporation Act, any action which may be taken at any Annual, Regular or Special meeting of Qualified Members may be taken without a meeting if the Association delivers, by hand or by U.S. Mail, a written ballot with Association Seal to every person entitled to vote on the matter. The written ballot for any action to be taken without a meeting shall specify the purpose or purposes for the action.





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**Section 4.15 Non-Votes.** A ballot that is not returned is an abstention and cannot be counted as either a yes or no vote. *(as amended in 2021)*

**Section 4.16 Vote Tallying.** The Association Secretary will canvas and identify residents as tellers and observers for the purpose of the Vote Tallying process. Votes will be tallied at the Annual or Special Meeting by four (4) Tellers who do not serve on the Board or are not spouses/relatives/companions of the Board members or candidates. There will be two (2) Observers, one (1) of which is a Board member, not running for a Director position, and the other is a resident in good standing in the community.

**Section 4.17 Recording and Reporting of the Votes.** The recording and reporting of the votes appurtenant to any issues/propositions and the election of Officers of the Board of Directors will be the responsibility of the Association Secretary. The Association Secretary will report the results of the tally to the President or Vice President who will announce the results at the Annual meeting (i.e. Budget for or against, candidate names, proposition or issue for or against) and also direct the printing of the results in the next Newsletter. The results, voting forms, and ballots will be stored for a period of one year in the RHOA office.

## ARTICLE V

### BOARD OF DIRECTORS

**Section 5.1 General Powers.** The business and affairs of the Association shall be managed by the Board of Directors.

**Section 5.2 Size.** The Board shall be composed of seven (7) Directors.

**Section 5.3 Term of Office of Directors.** The term of office for all Directors shall be two (2) years which begins immediately after the election has been completed and the results have been announced. Any current qualified Director may be re-elected.

**Section 5.4 Qualifications.** Any permanent North Carolina resident, Riverwind resident for one(1) year and non-working (part time) Qualified Member of the Association, in good standing, thirty-five (35) years of age or older is eligible to serve on the Board of Directors. Only one person per lot may serve as a Director at any given time.

**Section 5.5 Director Nominations.** The Board of Directors will assign one of the Directors to be the Chairperson of the Nomination Committee (normally the Vice President). The Chairperson shall seek at least two (2) Qualified Members of the Association, in good standing, to serve on the Nomination Committee. The makeup of the Nomination Committee will be announced at least 90 days before the Annual meeting. The committee will seek to identify Qualified Owners to run for election to the Board and report the slate of nominees in the August Newsletter.



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**Section 5.6 Election of Directors.** Directors shall be elected at the Annual Meeting. The candidates receiving the most votes shall be elected to the Board.

**Section 5.7 Vacancies.** The Board may unilaterally fill vacancies in its membership for the unexpired portion of any term or Board positions not filled from an election. The first choice for the vacancy will be when the vacancy is an executive officer, the remaining Board members can determine if one of the existing Board members has the skill set to fill that executive officer position. If so, then that member will be elevated to the vacant executive officer position and their Director position will then be the vacant position. The next choice for the vacancy will be from the slate of candidates receiving at least 30% of votes cast from the most recent election. That candidate(s) filling the vacancy(s) will be eligible for an executive officer position as they were voted for in the election. Once all candidates have been contacted and the vacancy is not filled, the normal vacancy process of posting the vacancy for 30 days will begin. Additionally, the Board may leave the vacancy open if the remainder of the term is 90 days or less.

**Section 5.71 Board Substitution.** The Board requires a quorum of members to conduct business. In rare instances, members can become incapacitated by illness, accident, or other medical issues. In those situations, the Board shall determine the member's status. If the duties and responsibilities of that member require more effort from the remaining Board members than they can support, the Board may determine that a temporary (90 day) replacement from former Board members with the appropriate skill set may be necessary. If the member's state continues for an extended period beyond 90 days, the Board can extend the temporary status for a longer period of time of their determination.

**Section 5.72 Emergency Powers.** The Community requires a sitting Board to govern Riverwind at all times. In recent memory, a pandemic caused widespread illness and disruption to the United States. Provisions are needed for catastrophic events such as this and also hurricanes, tornadoes, and floods etc. Riverwind can feel the impact of these types of unknown events, so planning for this type of event is nearly impossible. However, the Board shall be able to constitute a quorum of members from former Board members-to assist in helping the community recover until the event has passed or a new election is called.

**Section 5.8 Removal.** Notwithstanding any provisions of the Covenants or Bylaws to the contrary, the Qualified Members, by a majority vote of all persons present and entitled to vote at any meeting of the Qualified Members at which a quorum is present, may remove any member of the Board with or without cause, NCPA 47F-3-103-b.

**Section 5.81 Non-Attendance.** The Board can vote to remove a member if said member misses three meetings during their term without sufficient cause presented in writing to the President before any meeting.



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**Section 5.82 Inappropriate Behavior.** A Board member can be removed by a majority vote of the Board if said member displays hostile actions or language toward other Board members during a Board working/special meeting.

**Section 5.9 Compensation.** No member of the Board of Directors shall receive any compensation from the Association for serving as a Director. Directors, by assuming office, waive their rights to institute suit against, or make claim upon, the Association for compensation. However, each Director, upon approval of the Board of Directors, shall be reimbursed for documented out-of-pocket expenses incurred on behalf of the Association by presenting written receipts to the Association Bookkeeper.

**Section 5.10 Liability of Directors.** To the extent permitted by law, each Director shall be indemnified through insurance paid by the Association with respect to any liability and expenses of litigation arising out of his/her lawful activities within the scope of his/her duties as a Director.

**Section 5.11 Loan to Directors and Officers.** No loans shall be made by the Association to any Director.

**Section 5.12 Meeting of Directors.** A regular working session of Directors will be held at a time, date and place suitable for a meeting. The meetings will enable Directors to deal with issues and circumstances of the Association. A Directors meeting can be called by the President or by any two (2) Directors after not less than one (1) or more than ten (10) days notice to each Director.

1. **Location of Directors Meeting Place.** All meetings shall be held in the Riverwind Community unless the majority of Directors agree to hold meeting or meetings at some other location.
2. **Quorum.** The majority of Directors then holding office shall constitute a Quorum for the transaction of business. Every act or decision accomplished by the majority of the Directors present at a duly held meeting will be regarded as an act or decision of the Board.
3. **Action Without Meetings.** The Directors shall have the right to take any action necessary for the administration of the affairs of the Association, in the absence of a formal meeting by written or electronic media with a Quorum of Directors. Under NC law, any nonprofit board can take action by a unanimous email vote of all directors. Any action so approved shall be included in the minutes of the next Directors meeting.

**Section 5.13 Powers and Duties.** The Board shall have all the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as per Law or these Bylaws may not be delegated to the Board. The Board will contract with outside Licensed and Bonded businesses to perform required services to maintain our community.



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The powers and duties to be exercised by the Board shall include but not be limited to the following:

1. Operation, improvement, upkeep, maintenance and management of any property owned or leased by the Association.
2. Employment and termination of personnel or businesses necessary for the efficient operation and maintenance of the Association.
3. Adoption of Rules and Regulations covering the details of the operation and use of any Association property owned or leased by the Association.
4. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, subject to an affirmative vote of 80% of the total Qualified Members of the Association, with the exception of property acquired through Deed in Lieu of Foreclosure and donated property, provided that common elements may be conveyed or subject to a security interest only pursuant to Section 47F-3-112 of the NCPCA. The Board of Directors must take action, such as listing the property for sale or putting to a vote of the Association just how the property is to be used, within 120 (one hundred and twenty) days of acquiring the deed to a property.
5. The Association shall maintain, to the extent reasonably available:
  - a. Property insurance on the common elements insuring against all risks of direct physical loss commonly insured against including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty (80%) percent of the replacement cost of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies.
  - b. Liability insurance in reasonable amounts, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.
  - c. Keeping detailed, accurate records in chronological order of receipts and expenditures affecting the Association and indicating the purpose for which the expenditure is made. All books and records shall be kept according to acceptable accounting practices and an outside audit will be done annually.
  - d. Terminating the Owner's right to use the recreational and common area facilities during a period in which the Owner is in default of the payment of Assessments for more than thirty (30) days.
  - e. Suspending the Owner's right to use the recreational and common area facilities during a period in which an Owner shall be in violation of the Covenants, the Bylaws, or Rules



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and Regulations after written notice and an opportunity of a hearing with the Board, NCPA 47F-3-107.1.

- f. Determine and affix the periodic assessments to be and decide what, if any, interest rates to be applied for assessments which remain unpaid for thirty (30) days after they become due, NCPA 47F-3-103.
- g. Collecting Assessments, Impact Fees and applicable fines.
- h. Cause a lien against any Lot, for which assessments are not paid within thirty (30) days after the due date, cause to be foreclosed or cause an action to be brought against the owner personally obligated to pay same, NCPA Section 47F-3-116.
- i. Maintaining a permanent record of all meetings of the Board of Directors, Annual Meeting, Residents Meetings and Special Meetings.
- j. Levy of fines will occur when a Qualified member (resident) of Riverwind violates any statute in the Covenants, Bylaws, or Rules and Regulations. The amount, starting at \$50, and frequency of the fines will be determined by the Board after written notice from the Board indicating the violation. After a stated period of time for compliance, the Board will invoke an increase in fines until compliance is satisfied. A lien will be substituted if the fine exceeds \$500. Any owner that has gone through the established complaint process and disagrees with the Board decision can seek adjudication through the courts. Any court action required to enforce the Bylaws shall entitle the plaintiff to recover court cost and reasonable legal fees for services rendered in this enforcement.
- k. The Board is limited to a spending cap of \$7500 in "non Budgetary" expenditures. This cap does not include expenditures for emergency, safety, roadwork, streetlights, common ground landscaping and drainage, and clubhouse complex maintenance. *(as amended in 2017)*

**Section 5.14 Independent Management.** With an eighty (80%) percent approval of the total Qualified Membership of the Association, the Board may employ or enter into a management contract with any qualified (insured, bonded) individual or firm it deems appropriate in the best interest of the Association concerning the routine management of the Association and the Association's property. The Board may delegate to such person or firm (referred to in these Bylaws as "Manager") such duties and responsibilities in the management of Riverwind Subdivision and the Association's property as the Board deems appropriate. The Board shall have affixed reasonable compensation for the Manager. The Manager shall be answerable to the Board and subject to its direction.



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**Article VI**

**Officers and Duties**

**Section 6.1 Officers.** The Officers of the Association shall consist of a President, Vice President, Treasurer and Secretary. Officers of the Board can be selected from Directors elected by the Qualified Members or from the slate of candidates from the last election but not from any of the Directors appointed by the Board through the normal 30 day vacancy process.

**Section 6.2 President.** The President shall be the principal Officer of the Association and shall see that all orders and resolutions of the Board of Directors and the Association are carried out. The President shall prepare the meeting agendas and preside at all meetings of the Association and the Board. The President is an ex officio member of all committees except the nominating committee. The President is authorized to sign checks for the Association in the absence of the Treasurer or when two signatures are required.

**Section 6.3 Vice-President.** The Vice President shall assist the President, assume the duties of the President in the absence of the President and serve on assigned committee(s). The Vice-President will chair the Nominating Committee unless running for the Board whereas the Secretary or another Director will assume the chair of the Committee.

**Section 6.4 Treasurer.** The Treasurer shall work with the Bookkeeper to insure that the financial records and reports are properly kept and maintained. The Treasurer is authorized to sign checks for the Association. The Treasurer and the Bookkeeper have the responsibility to oversee the development of the Annual Budget created by the Board of Directors as well as the allocations for the reserve funds. The Treasurer may or may not act as Chairperson but must act as liaison to the Board of Directors for the Long Range Planning Committee.

**Section 6.5 Secretary.** The Secretary shall record and maintain records of the proceeding of all meetings of the Association and of the Board. The summary of the minutes of the Board or Association meetings will be approved by the Board and presented to the Newsletter editor before the Newsletter deadline for distribution to the Association in the next month's Newsletter. The Secretary is responsible for the annual Phone/Email Directory. The Secretary may or may not act as Chairperson but must act as the Liaison to the Board for the Newsletter Committee.

**Section 6.6 Other Directors.** The Other Directors shall serve on assigned committees, perform various services and have the responsibility as are customarily attributed to their assigned duties; provided however, that no such normal functions shall be contrary to the direction of the Board of Directors.

**Section 6.7 Association Employees** The Board shall employ individuals or businesses to satisfy the needs of the community beyond the duties of the Directors. These employees will be vetted and selected from qualified candidates or businesses by the Board to serve at the



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direction of the Board. These employees or businesses will be paid a salary or compensation from Budget lines designated for the intended purpose. The Board will monitor the employees or businesses and provide assistance where needed by selecting qualified individuals or businesses to assist with the activities/jobs of the employees as situations warrant. These assistants will be compensated appropriately by the Board during their employment.

1. **Bookkeeper** - The Board will enlist the services of a bonded employee or business to serve as the Bookkeeper and maintain financial records for the Association. The Bookkeeper will provide normal business contact with residents, outside businesses, realtors, lawyers, financial institutions, and governmental entities that are conducting business with Riverwind. Additional duties are defined in the Board Manual.
2. **Custodian** - The Board will enlist the services of a person or business to clean the Clubhouse Complex as defined in the Board Manual.

### Article VII COMMITTEES

**Section 7.1 Committee Formation.** The Board of Directors by resolution adopted by the majority of the Directors may create an ad hoc or standing committee or committees as it sees fit from time to time, providing therein for vacancies and removal of committee members and functions of the various committees.

**Section 7.2 Charter.** The Board shall provide all committees with a charter of responsibility and focus of effort to enable the committee to function, take actions and provide service to the community. These Charters will be posted in the Main Clubhouse by the Association Secretary for two weeks after the Annual Meeting for residents to sign up to participate on that committee. If sufficient volunteers sign up to participate the committee will be instituted.

**Section 7.3 Chairperson/Liaison.** A Director, selected by the Board, shall serve on the assigned Committee(s) and may or may not act as Chairperson, but must act as Liaison to the Board of Directors for purposes of reporting, providing input for budget forecasting and other actions as needed.

**Section 7.4 Funding.** Any funding requirements for committee action or recommendations will be presented to the Board of Directors for approval.



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**Article VIII**

**General Provisions**

**Section 8.1 Conflicts.** If there are conflicts or inconsistencies between the provisions of North Carolina law and the Covenants and the Bylaws (in that order) the provisions of the North Carolina law shall prevail.

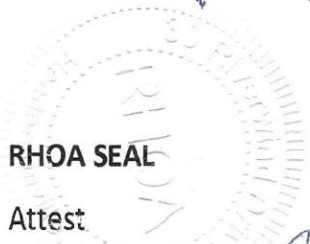
**Section 8.2 Amendments.** These Bylaws shall be amended by two thirds (2/3) vote of the Association members by special ballot to all property holders via USPS following standard election procedures.

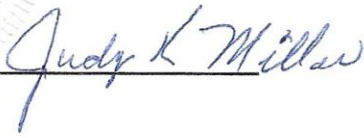
**Section 8.3 Adoption of Amendments.** Amendment(s) to these Bylaws shall become effective when a corporate resolution is adopted, placed in writing, executed and acknowledged by the duly elected President (or Vice President), attested to by the Secretary of the Association, and registered in the Henderson County Records. The final Bylaws will be distributed to owners of the Lots or persons who have an interest in the Association and they shall be bound to abide by the amendments to these Bylaws.

The foregoing is certified to be the Amended Bylaws of the Riverwind Homeowners Association Incorporated, duly adopted on \_\_\_\_\_ by the Riverwind Homeowners Association.

Riverwind Homeowners Association Inc.

President 



Attest  
Secretary 

Date \_\_\_\_\_

Notarized and Registered in the Hendersonville Courthouse on \_\_\_\_\_



Acknowledgment

STATE OF NORTH CAROLINA

COUNTY OF Henderson

I certify that Judy Miller and Larry Tillotson personally appeared before me this day, acknowledging to me that he or she signed the foregoing documents: Restricted Covenants of Riverwind and Amended and Restated Bylaws of Riverwind.

I further certify that (select one of the following identification options):

I have personal knowledge of the identity of the principal(s)

I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a \_\_\_\_\_.  
type of identification

A creditable witness, \_\_\_\_\_, has sworn or affirmed to me the  
name of creditable witness

identity of the principal, and that he or she is not a named party to the foregoing document, and has no interest in the transaction.

Date: July 2 2024

Jennifer Garren  
Notary Public

Jennifer Garren  
Typed or Printed Notary Name

My commission expires: Feb 27, 2029



WITNESS our hands and seals this the 2 Day of July 2024