

STATE OF ALABAMA)
COUNTY OF SHELBY)

**FIRST AMENDMENT TO THE
ARTICLES OF INCORPORATION FOR
RIVERCHASE TOWNHOME OWNERS ASSOCIATION**

**THIS FIRST AMENDMENT TO THE ARTICLES OF INCORPORATION FOR
RIVERCHASE TOWNHOME OWNERS ASSOCIATION** (the "Association") is made and entered
into as of the 14th day of November, 2018, by **Board of Directors for the Association**,
an Alabama corporation (the "Board"), by President Paul Seery.

RECITALS:

WHEREAS, the Association has heretofore executed the Articles of Incorporation for
Riverchase Townhome Owners Association, adopted September 22, 1985 (the "Articles"), which has
been recorded in Book 29, Page 250, in the Probate Office of Shelby County, Alabama. Capitalized
terms not otherwise expressly defined herein shall have the same meanings given to them as originally
adopted; and

WHEREAS, the Association desires to make certain additions and changes to the Articles in
order to better facilitate its management of Association property.

NOW, THEREFORE, in consideration of the premises, the Association does hereby amend the
Articles as follows:

1. ARTICLE II. Definitions.

- a. **2.1 Association Land.** That part of Riverchase Property which is owned by the
Association, or its successors, as recorded as Sectors 1, 2, 3, and 4 of Davenport's
Addition to Riverchase West. Sector 1 being recorded in Map Book 8, Pages 9 and
9A, Sector 2 being recorded in Map Book 8, Pages 10A and 10B, Sector 3 being
recorded in Map Book 8, Page 53, and Sector 4 being recorded in Map Book 8, Page
64.
- b. **2.10 Limited Common Area Element.** The term "Limited Common Area Element"
shall mean and refer to a part or parts of the Property of the Association in which one
or more, but not all of the Lot Owners have undivided interest, and from which those
same Lot Owners derive a common benefit. The private drives and alleyways which
are necessary for ingress and egress are specifically named Limited Common Area
Elements.
- c. **1.23 Limited Common Area Assessments.** The term "Limited Common Area
Assessments" or "Assessment for Expenses Related to Limited Common Area
Elements" shall mean and refer to all assessments related to the expenses arising out
of the ownership of the Limited Common Area Elements, including expenses
incurred in maintenance, administration, improvement, and repair of Limited
Common Area Elements, whether incurred or estimated by the Board.

2. **Article IV. Objects, Purposes, and Powers.**

- a. **4.2.1** To own, acquire, operate, and maintain certain Common Areas and Limited Common Area Elements as herein defined, and which property is hereinafter referred to as "Common Area" or "Limited Common Area Element."
- b. **4.2.4** To preserve the aesthetic beauty of the Association Property as well as to promote a harmony in that aesthetic.
- c. **4.2.5** To make and enforce regulations with the specific goal of maintaining, to the maximum extent possible, the property value for all Lot Owners within the Association.
- d. **4.3.1** To collect Assessments from members of the Association and to expend those Assessments for the benefit of the Association.

IN WITNESS WHEREOF, the Association, through its Board President, has caused this Articles of Incorporation for Riverchase Townhome Owners Association to be executed as of the day and year first above written.

RIVERCHASE TOWNHOME OWNERS ASSOCIATION, INC.,
an Alabama Non-Profit Corporation

By

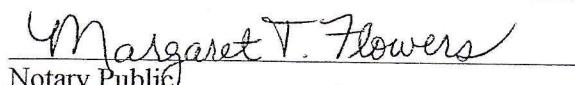


Paul Seery
President, Board of Directors

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Seery, whose name as President of the Board of Directors for Riverchase Townhome Owners Association, Inc., an Alabama not for profit corporation, is signed to the foregoing, and who is known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 14 day of November, 2018.



Margaret T. Flowers
Notary Public
My Commission Expires: July 23, 2021