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Tax Parcel #: 2-35-14.00-131

PREPARED BY:

Preserve on the Broadkill Homeowners  
Association, Inc.

RETURN TO:

Parkowski, Guerke & Swayze, P.A.  
Shane C. Heberling, Esq.  
19354C Miller Road  
Rehoboth Beach, DE 19971

AMENDED AND RESTATED BYLAWS  
OF  
PRESERVE ON THE BROADKILL HOMEOWNERS ASSOCIATION, INC.  
NON-PROFIT NON-STOCK CORPORATION  
APPLICABLE ONLY TO PHASE I

ARTICLE I

Name and Location

The name of the corporation is PRESERVE ON THE BROADKILL HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association" or "Homeowners Association"). The principal office address of the Corporation shall be located at PO Box 251, Milton Delaware 19968, but meetings of Members and Directors may be held at such places within the State of Delaware as may be designated by the Board of Directors, (hereinafter also referred to as "Board").

ARTICLE II

DEFINITIONS AND MEMBERSHIP

Every Owner of a Lot that is subject to assessment shall be a Member of the Association. Persons or entities who hold an interest merely as security for the performance of an obligation are not Members. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Every person, corporation, partnership, trust or other legal entity, or any combination thereof, who is an Owner of any Lot which is part of the Property, or which otherwise becomes subject to the covenants set forth in this Declaration to assessments by the Association, shall be a Member of the Association. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine in writing to the Association, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event that multiple Owners of any Lot have not designated in writing to the Association which one of them shall be entitled to cast the vote for such Lot, the person who is first named on the deed into them of such Lot shall be deemed to have the right to cast such vote, unless the Association is advised otherwise in writing by all other Owners. Members entitled to vote may, by written proxy filed with the Association, designate any other to cast their vote.

ARTICLE III  
Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the Members shall be held twelve (12) months from the date of filing of the Articles of Incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the fourth quarter thereafter on a date selected by the Board of Directors. If the day for the annual meeting of the Members 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 Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of the annual meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, at least twenty-one days (21) days but not more than sixty (60) days before such meeting to each Member entitled to vote there at, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. 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. All meetings of the Members shall be held at places and times convenient to the greatest number of Members as determined by the Board of Directors. A regular meeting of the Members may be held with at least seven (7) days' notice to the Members. Special meetings may be called by the President or by a majority of the Board on short notice i.e., less than seven (7) days' notice.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members 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 represented.

Section 5. Voting. At every meeting of the Members, Members shall have the Right to cast one (1) vote for each membership which he or she owns on each question. The vote of the Members representing fifty-one percent (51%) of the total votes of all of the memberships at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless otherwise provided by law, or the Articles of Incorporation for this Corporation or in the Declaration. The vote for any membership which is owned by more than one person may be exercised only as provided in the Declaration. All election materials prepared with Association funds shall list candidates in alphabetical order and shall not suggest a preference among candidates.

Votes will be by secret ballot, voice vote, or show of hands as determined by a majority of those present at the meeting. In the event of a secret ballot, provisions shall be made by the Board to maintain the confidentiality of those ballots. Proxy votes shall be cast by the person identified in the proxy statement.

Section 6. Absentee Ballots. Any unsigned absentee ballots, to be valid, shall be received in a signed envelope bearing the identification of the dwelling on the outside, and shall be opened only at a meeting at which all candidates or their delegates have a reasonable opportunity to be present.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her 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 Delaware shall be satisfactory and approved as to form by the Board of Directors.

Section 8. Rights of Mortgagees. Any institutional mortgagee of any Lot who desires notice of the annual and special meetings of the Members 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 annual and special meetings of the Members 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 annual or special meeting of the Members 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 Members. Any such institutional mortgagee shall be entitled to designate a representative who may, upon his or her request made to the Chairperson in advance of the meeting, address the Members 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 Members upon request made in writing to the Secretary.

Section 9. Open Meetings.

(a) All meetings of the Association and the Board of Directors shall be open to all Owners of the Association and their guests, who may attend but shall have no voice in the meeting, unless requested by a homeowner and specifically permitted by the Board of Directors, except that Board meetings may be held in closed session for the following purposes:

(i) Discussion of the employment, assignment, appointment, promotion, demotion, compensation, discipline, removal or resignation of employees over whom it has jurisdiction, or any other personnel matter affecting one or more particular individual(s);

(ii) Protection of the privacy or reputation of individuals;

(iii) Consultation with legal counsel;

(iv) Consultation with staff personnel, consultants, attorneys or other persons in connection with pending or potential litigation;

(v) Investigative proceedings concerning possible or actual criminal misconduct;

(vi) Complying with a specific constitutional, statutory or judicially imposed requirement protecting particular proceedings or matters from public disclosure;

(vii) On an individually recorded affirmative vote of two-thirds (2/3) of the Board members present, for some other exceptional reason so compelling as to override the policy contained in Section 9 in favor of open meetings; or,

(viii) Discussions concerning public security, including the deployment of personnel in connection therewith and the development and implementation of emergency plans.

(ix) Discussions concerning HOA governance.

(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 at the meeting, and the authority under this Section for closing any meeting shall be made available to any Member who requests the statement and who has an interest in the particular matter.

#### ARTICLE IV

##### Board of Directors; Officers; Selection; Term of Office

Section 1. The affairs of the Association shall be managed by a Board of Directors made up of five (5) property owners elected by Members on a staggered basis. The term of each Board member is three (3) years.

At the discretion of the Board, officer functions may be combined. The Members of this Corporation reserve the right to increase or decrease the number of Members of the Board of Directors by vote at an annual meeting, but in no case shall said number be less than three (3).

Section 2. Removal. In the event of death, resignation or removal of a Director, his successor shall be selected by the majority of the remaining Members of the Board, whether or not the remaining Members of the Board constitutes a quorum of the Board of Directors, and shall serve for the unexpired term of his or her predecessor.

Section 3. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

#### ARTICLE V

##### Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors, commencing with the first annual meeting of Members, may be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee, if any, shall consist of a Chairperson, who shall be a Member of the Board of Directors, and two or more Members of the Association who are not Directors. The Nominating Committee may be appointed by the Board of Directors prior to each annual meeting. The Nominating Committee may make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless waived by the majority of Members present, in person or proxy, at a meeting. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Any proxy valid under Delaware 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. Meetings of the Board of Directors or any committee appointed by the Board of Directors shall be held with at least seven (7) days' notice. Such meetings shall be open to all Owners and be held at places and times convenient to the greatest number of Board Members. Meetings of the Board of Directors may be held in closed sessions only in accordance with Article III, Section 9, of these Bylaws. Regular meetings of the Board shall be called by the President as determined by the Board. Special meetings may be called by the President or by a majority of the Board on short notice i.e., less than seven (7) days notice.

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 and special meetings 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 of the Board of Directors 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 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 representative may, upon his request made to the Chairperson 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.

Section 4. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board shall, individually or collectively, consent in writing or email to such action. Such written consent shall be filed with the Minutes of the Board of Directors.

Section 5. Fidelity Bonds. The Board of Directors shall obtain for all officers, Directors, agents and employees of the Association regularly handling or otherwise responsible for the funds of the Association adequate fidelity bonds or equivalent insurance, acceptable to the Board, against acts of dishonesty. The premiums on such bonds or insurance shall be paid by the Association. The Board may waive this requirement.

ARTICLE VII  
Powers and Duties of the Board of Directors

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

(a) Adopt and publish rules governing the use of the Common Areas and any facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Areas and any facilities of a Member during any period in which such Member 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 infraction of published rules;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, 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 Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members 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 Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,

(iii) At the Board's discretion, foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the 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 assessments 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 certificates shall be conclusive evidence of such payment;

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

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas to be maintained;

(h) 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 Bylaws. The Association shall periodically employ an insurance consultant if the Board of Directors deems it necessary to do so in order to analyze the insurance requirements of the Association.

Section 3. Management Agent. The Board of Directors may employ for the Association a management agent or manager (the "Management Agent") 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. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated with or without cause by either party upon thirty (30) days written notice therefore to the other party. The term of any such management agreement shall not exceed one (1) year, provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VIII  
Officers and Their Duties

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 from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place after the Annual meeting of Members. Officer functions may be combined.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and 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 other 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 of Directors. Any officer may resign at any time by 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 and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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 the officer he or she replaces.

Section 7. Multiple Officers. The offices of Secretary 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.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Members and the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall co-sign with the Secretary all leases, mortgages, deeds and other written instruments and promissory notes.

Vice-President

(b) The Vice President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Association and the Board of Directors together with their addresses; and, shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign with the President or Vice President all promissory notes of the Association; keep proper books of account; may, at the discretion of the Board, cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and, shall be involved in the annual budget which is approved by the Board of Directors. The Board by resolution may waive the requirement of co-signing checks by the President or Vice President.

ARTICLE IX

Liability and Indemnification of Officers, Directors and Committee Members

The Association shall indemnify every Officer, Director and Committee Member of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon an Officer, Director or Committee Member 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, Director or Committee Member of the Association, whether or not such person is an Officer, Director or Committee Member of the Association at the time such expenses are incurred. The Officers, Directors and Committee Members of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Officers, Directors or Committee Members of the Corporation 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, Director and Committee Member 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, Director or Committee Member of the Association or former Officer, Director or Committee Member of the Association may be entitled.

ARTICLE X

Committees

The Board of Directors may appoint a Covenant Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. All committees and shall serve at the pleasure of the Board.

ARTICLE XI

Insurance



Section 1. Insurance. In addition to the insurance coverage required to be maintained by the Declaration and Articles of Incorporation, 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, Directors and Committee Members 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, Director or Committee Member shall have been made a 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 Bylaws, 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 a company or companies licensed to do business in the State of Delaware;

(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 Owners of the Lots or their mortgagee, 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 canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) day's prior written notice to any and all insured named thereon, including any mortgagee of any Lot who requests such notice in writing; and,

(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 Members of the Association and their respective agents, employees or tenants, and of any defenses based upon co-insurance 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 begin on the first day of January every year. The commencement date for 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. Principal Office – Change of Same. The principal office of the Association shall be as set forth in Article Fourth of the Articles of Incorporation of the Association. The

Board of Directors, by appropriate resolution, shall have 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. 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 any Common Areas and 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 assessments, required for payment of any capital expenditure or reserves of the Association shall be credited upon the books of the Association as a capital contribution by the Members.

Section 4. Auditing. At the discretion of the Board of Directors, the books and records of the Association may be audited by an independent Certified Public Accountant on an annual basis. The Association shall furnish the Members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association, within ninety (90) days following the end of each fiscal year.

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 Members and their duly authorized agents or attorneys, 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 Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII  
Assessments

As more fully provided in the Declaration, each Member is obligated to pay the Association annual and special assessments that are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate specified by the Board of Directors but not to exceed the maximum rate permitted by law. The Association may record in the Office of the Recorder of Deeds in Georgetown, Sussex County, Delaware a Statement of Assessments Due on an annual or more frequent basis. This statement shall be cross-indexed in the Grantor and Grantee indices for the purpose of giving public notice of the delinquent amount of assessments and interest due to the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his or her Lot.

ARTICLE XIV  
Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: PRESERVE ON THE BROADKILL HOMEOWNERS ASSOCIATION, INC., a Delaware Non-Stock Non-Profit Corporation.

ARTICLE XV  
Amendments

These Bylaws may be amended at a regular or special meeting of the Members, present in person or by proxy, that represents the vote of at least a majority of the total votes of the entire

Association, provided that the text of proposed amendments are set forth in the Notice of Meeting.

ARTICLE XVI

View our Privacy Policy View our Legal Notices Interpretation / Miscellaneous

Section 1. Conflict. These Bylaws are subordinate and subject to all provisions of the Declaration and to the provisions of the Articles of Incorporation of the Association. In the event of any conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control; and, in the event of any conflict between these Bylaws and the Articles of Incorporation of the Association, the provisions of the Articles of Incorporation shall control.

Section 2. Notices. Unless another type of notice is specifically provided for in these Bylaws, any and all notices called for in these Bylaws shall be given in writing, by personal delivery or by electronic device such as e-mail.

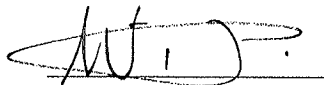
Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof, which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provisions of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

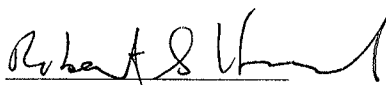
Section 5. Captions. The Captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of these Bylaws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

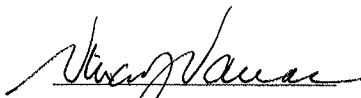
IN WITNESS WHEREOF, we, being all of the Directors of PRESERVE ON THE BROADKILL HOMEOWNERS ASSOCIATION, INC., have hereto set our hands this 30<sup>th</sup> day of September, 2021.



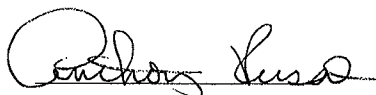
William Pritchett



Robert Howard



Vincent Varrasi



Anthony Russo

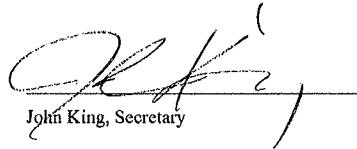
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of PRESERVE ON THE BROADKILL HOMEOWNERS ASSOCIATION, INC., a Delaware non-stock, non-profit Corporation, and,

THAT the foregoing Bylaws constitute the Amended and Restated Bylaws of said Association, as duly adopted at a meeting of the Board of Directors hereof, held on the 4th day of June, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 30<sup>th</sup> day of September, 2021.

  
John King, Secretary

(CORPORATE SEAL)

