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TPN: 2-34 34.00 49.00 and  
99.00 through 291.00 inclusive

**AMENDED AND RESTATED  
DECLARATION AND RESTRICTIONS  
FOR WARWICK PARK**

**WHEREAS**, Warwick Park Owners Association (hereinafter referred to as "Association") and the members thereof, being Owners of Lots in Warwick Park, a subdivision in Indian River Hundred, Sussex County, Delaware (hereinafter referred to as "Owners") are bound by a certain Declaration and Restrictions for Warwick Park recorded in the office of the Recorder of Deeds, in and for Sussex County in Georgetown, Delaware on September 5, 1974 in Deed Book 736, Page 819, *et seq.*; as amended by amendment recorded on February 8, 1976 in Deed Book 776, Page 317, *et seq.*; and a Revised Declaration of Restrictions recorded June 10, 1983 in Deed Book 1183, Page 157, *et seq.*, as amended by amendments recorded on April 7, 1989 in Deed Book 1639, Page 1, *et seq.*; and as amended by amendments recorded on August 1, 1997 in Deed Book 2220, Page 207 *et seq.* and Page 230, *et seq.*; and as amended by amendments recorded on October 16, 2002 in Deed Book 2762, Page 41, *et seq.*; and

**WHEREAS**, said Declaration and Restrictions, as amended, are applicable to Warwick Park, recorded April 1, 1980 in Plot Book 20, Page 52 and recorded November 25, 1985 in Plot Book 33, Page 218; and

**WHEREAS**, the Association and Owners desire to amend the Declaration and Restrictions, as amended, by: (1) providing greater detail about the election and operation of the Board of Directors; (2) identifying the role of the Board of Directors to review and approve architectural and construction plans, (3) establishing objective measures to be used by the Board of Directors in reaching decisions, (4) revising construction and architectural standards for development and (5) correcting typographical and grammatical errors; and

**WHEREAS**, the Association and Owners desire to restate the Declaration and Restrictions in its entirety so that one comprehensive document, which incorporates all original provisions and amendments thereto, shall exist for easier Owner reference; and

**WHEREAS**, pursuant to the authority established in the Declaration and Restrictions, as amended, the Declaration and Restrictions may be amended by and with the vote or written consent of no less than a majority of the then Owners of all Lots in Warwick Park;

**NOW THEREFORE**, Warwick Park and the Owners of Lots in Warwick Park do hereby amend and restate in their entirety the Declaration and Restrictions for Warwick Park, as follows:

### **FOREWORD**

Warwick Park is a planned, single-family residential community. Our single-family home limitation, our relaxed water-oriented lifestyle, and hence property values are protected both by the Sussex County, Delaware Planning and Zoning Commission and a comprehensive declaration of Covenants and Restrictions.

These Covenants and Restrictions ensure that Warwick Park will remain a most desirable community for your vacation, retirement or year-round home.

### **COVENANTS AND RESTRICTIONS**

**LAND USE.** Lots shall be restricted and limited to single-family residential purposes and uses only. Not more than one (1) detached single-family dwelling shall be erected, placed or permitted to remain on any one (1) Lot, provided however, that a private garage may be constructed, either attached to or detached from the dwelling, with the garage roof height not higher than the maximum height of the roof of the dwelling. No garage or utility storage shed may be erected prior to erection of a dwelling.

**ARCHITECTURAL CONTROL.** All dwellings constructed on said Lots shall not exceed 42 feet in height and shall have a minimum of 1232 square feet of finished living floor space, excluding porches, basements and garage. Height above grade shall be determined by averaging the elevation of the finished ground at all the corners and/or other principal points in the perimeter wall of the building, except that grade elevation for any building that is required to be elevated in accordance with the provisions of Flood Prone Area Regulations of Sussex County, the State of Delaware or the United States of America shall be measured from the minimum elevation required for the site by such Flood Prone Area Regulations. All dwellings shall meet HUD code and Sussex County Code requirements for single-family permanent homes. No dwelling, building, fence or other structure including canopies, tents, car ports or the like shall be erected, constructed or moved upon any Lot, nor any addition, change or alteration made to any existing dwelling, building or other structure until plans and specifications have been submitted to and approved as to location, elevation, plan or design in writing by the Association. Canopies and/or tents may be erected for social functions for a period not to exceed five (5) days and must be placed in the side or rear yard of the property. Construction of a dwelling on any Lot must be completed and said dwelling certified for occupancy within one (1) year after the issuance of the original permit for construction. No mobile home or house trailer shall be placed on any Lot in Warwick Park. Mobile homes and house trailers are defined as a movable or portable dwelling over four hundred fifty (450) square feet in size, constructed to be towed on its own chassis,

connected to utilities and designed without a permanent foundation for year-round occupancy, which can consist of one (1) or more components that can be retracted for towing purposes and subsequently expanded for additional capacity or of two (2) or more units separately towable but designed to be joined into one (1) integral unit. Fuel or storage tanks shall be fenced in, landscaped, or otherwise hidden from view.

**BUILDING LOCATION.** No dwelling structure or projection there from shall be erected upon or extended within thirty (30) feet of the road property line(s) of any Lot, nor within fifteen (15) feet of the sidelines or twenty (20) feet of the rear lines of any Lot, save for Lots A-1 through A-13 and A-49 through A-61 which require a forty (40) foot setback from the rear Lot line. Lot elevations shall not be graded to adversely affect adjoining Lots. Two (2) storage sheds may be placed according to Sussex County codes. No single shed shall be larger than 288 square feet or 12 by 24 foot shed. Total square footage of two (2) sheds shall not exceed 432 square feet.

**WATER SUPPLY AND SEWAGE AND SEWAGE DISPOSAL.** All dwellings constructed on said Lots shall have individual septic tank, sewage tank, sewage disposal systems and water service facilities conforming to all requirements established by the state of Delaware. Location of well and septic systems on each Lot must conform to that specified in the Master Engineering Plan of Warwick Park. If a public water supply or sewage disposal system is made available, the then Lot Owner agrees to accept and use such system, connect to such system at his/her own expense, and pay the cost of installation and maintenance of such system, if any.

**MAINTENANCE OF DWELLINGS AND LOTS.** All dwelling houses must be kept in good repair and neatly painted and all Lots, whether or not a dwelling has been erected thereon, must be maintained including mowing of grass, trimming of trees and shrubbery, and removal of any trees that might pose a hazard to adjoining Lots or structures. Trash, garbage or other waste shall be kept in sanitary containers. No autos, boats, cycles, trailers or the like, which are not licensed and not operable, may be kept on any Lot. No more than two (2) boats and two (2) personal watercraft, shall be stored outside on any Lot. Boats, recreational vehicles or travel trailers must be stored beside or behind the dwelling. Rental moving vehicles or portable storage units, moving vans and construction vehicles, excluding pickups and emergency vehicles, shall not be parked in the subdivision for a period of longer than forty-five (45) days.

**USE OF UNIMPROVED LOTS.** There shall be no storage of any kind, nor parking of any vehicle, including but not limited to boats, campers, and travel trailers, on any unimproved Lot that is not adjoined by a Owner's primary residence. An unimproved Lot is a Lot that has no dwelling erected on it.

**EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved over, under and along all side and rear Lot lines for a center line of ten (10) feet and/or as shown on the recorded plat or otherwise of record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

**PETS AND ANIMALS.** No horses, ponies, pigs, animals or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept thereon, provided that they are not kept, bred or maintained for any commercial purpose or in unusual numbers or constitute a nuisance. Dogs must be leashed at all times when off the Owner's property. The Owner(s) are responsible for cleaning up after their dog(s). Dog enclosures must be approved by the Association prior to erection and shall not exceed 120 square feet in area and no more than 6 feet in height and shall be located in the rear yard on a concrete pad.

**FENCES.** Fences may be erected on said premises, but no fence shall be more than six feet (6') in height and must be approved in writing by the Association prior to erection. Front yards may not be fenced.

**SIGNS.** No signs, notices or advertising matter of any nature shall be permitted on said Lots, except such advertising of sale or rental of Lots and homes. Such signs shall not exceed three feet (3') by two feet (2') in size. Political signs are permitted provided such signs are removed within ten (10) days after the election.

**NUISANCES.** No noxious or offensive activities shall be carried on upon any Lot or the community recreation area, nor shall anything be done thereon which may be or become an annoyance or nuisance to other property Owners and/or the Association.

**RECREATION FACILITIES.** Every Owner of a Lot in Warwick Park holds the privilege to use and enjoy the community waterfront recreation area shown on the plan of Warwick Park, provided such use takes place in strict accordance with the rules and regulations as established by the Association. This privilege to use and enjoy the community waterfront cannot hereafter be abrogated or terminated by the Association, except for reasons of member's nonpayment of assessments.

The Association reserves the right, should it be deemed desirable, to construct a swimming pool, tennis courts or other recreation facilities for the common use of Lot Owners, to utilize any Lot or Lots or a portion of the waterfront recreation area for the construction of such recreation facilities in conformance with the Master Plan approved by the Association as prescribed in the By-Laws.

Every lot owner shall pay to the Owners Association an annual assessment to share in the cost of maintaining and improving the community common areas and providing community services.

**WARWICK PARK OWNERS ASSOCIATION AND ANNUAL ASSESSMENTS.** The Warwick Park Owners Association, Inc. (the Association) shall be a nonprofit corporation and every Owner of a Lot shall be a member of the Association. Every Lot Owner shall be entitled to one vote for each Lot, and an Owner is defined as the record fee simple titleholder by deed to any such Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote of any such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Upon conveyance of title of the community recreation area, entrance islands and any other common areas to the Association, the Warwick Park Owners Association, Inc. shall maintain for the use and benefit of all members of the Association all lands owned by it or conveyed to it or

intended to be conveyed to it under the provisions of this paragraph. Notwithstanding the restrictions applicable to all Lots in the Warwick Park Subdivision, all lands owned by the Association may be improved by community recreational facilities. The setbacks and fencing restrictions for all lands owned by the Association shall be waived.

Every Lot Owner shall pay to the Association an annual assessment to finance the cost of maintaining and improving the community common areas and to provide community services. Each Owner of a Lot in the development, by acceptance of a deed or other transfer document, whether or not it shall be expressly established in such deed or other transfer document, shall pay the Association annual assessments or charges and special assessments for capital improvements and operating, repair and replacement reserve funds. Such assessments shall be fixed, established and collected as hereinafter provided. The annual and special assessments, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made provided, however, that it shall be subordinate to the lien of any first mortgage on the Lot. The sale or transfer of any Lot shall not affect the assessment lien except by foreclosure of a first mortgage lien. Foreclosure shall not relieve any Lot from liability for any assessments thereafter or from the lien thereof.

Each such assessment, together with interest, costs and reasonable attorneys' fees for the collection thereof, if such assessment becomes delinquent, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment fell due. A personal obligation for delinquent assessment shall not pass to the Owner's successor in title (other than as a lien on the land) unless expressly assumed by them. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents at Warwick Park and particularly for the improvement and maintenance of the community recreation area located at Warwick Park and for services and facilities devoted to this purpose and relating to their use and enjoyment. The amount of such assessment shall be fixed annually by the Association's Board of Directors, based upon the annual budget, and shall be charged or assessed in equal portions against each Lot within the community.

The annual assessment shall be made for each calendar year commencing as of January 1, and shall be due and payable on or before March 1. It shall be the duty of the Association to notify all Owners of said assessment on or before January 1. The failure of the Association to levy the assessment or charge for any one year shall not affect the right of the Association to do so for any subsequent year.

In addition to the annual assessment, the Association may, upon approval of a majority of the Lot Owners, levy in any assessment year a special assessment which may be fixed at one uniform rate for each Lot applicable to that year only for the purpose of deferring in whole or in part the

cost of any construction, reconstruction, repair or replacement of a capital improvement to lands of the Association for which a reserve fund does not exist or is not adequate. Special assessments shall be due and payable within ninety (90) days after approval by the membership.

**ENFORCEMENT.** If any Lot Owner, their heirs, assigns, or persons claiming under them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Association to bring into compliance or to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and/or for the recovery of all costs including legal fees, attorney fees, court costs, filing fees, costs of transcripts, and similar costs, damages or other dues for such violation. In addition to all other remedies, the Association shall have the right to enter upon the Lot or Lots, as to which such violation or breach exists, and summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon, contrary to the intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal. Any member who violates the Covenants and Restrictions, other than non-payment of annual assessments and special assessments, will be notified in writing and have thirty (30) days to comply. Any Owner in non-compliance for a period of thirty (30) days after the date of the notice will be assessed a \$300.00 fine and the same shall be collected in the same manner as delinquent assessments.

If any assessment, whether special or otherwise, is not paid on the date when due as hereinabove provided, then such assessment shall be deemed delinquent, and shall, together with such interest thereon and costs of collection, including reasonable attorneys' fees thereof as hereinafter provided, continue as a lien on the Lot and any structure built thereon, which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors or assigns. In addition to such lien rights, the assessments, interest, costs and attorneys' fees shall be and remain the personal obligation of the then Owner, and shall remain his personal obligation and shall not pass to his successors in title other than as a lien on the land, unless expressly assumed by them. If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) annum and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot. In the event a judgment is obtained by the Association against any property Owner, such judgment shall include both pre-judgment interest from the date payment was due and post-judgment interest as well as reasonable attorney fees together with the costs of the action. No Owner of any Lot may waive or otherwise escape liability for the assessment provided for herein by non-use of the streets or community recreation area, or abandonment of said Lot.

**GENERAL.** Nothing herein contained shall impose upon the Lot Owners, their heirs, assigns, or the Association, any liability for property damage or personal injury occurring to any person, firm or corporation by reason of the use of the community recreation area or streets as shown and laid out on said Plan or by reason of the use of the easement as shown on said Plan or herein reserved.

All persons, firms or corporations using such recreation facilities, streets and easements shall do so at their own risk and without liability on the part of the Lot Owners, their heirs and assigns, or the Association.

These restrictions shall not prohibit the Association from constructing, establishing, maintaining, owning, operating and enjoying the income from the business of dock, slips, and other conveniences for the servicing of boats and boaters on the community recreation area.

Any or all of the rights and powers, title and estate reserved or given to the Association in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing to which the assignee or transferee shall join for the purpose of evidencing consent to the acceptance of such rights and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given and assumed by the Association thereupon released there from.

**DURATION AND AMENDMENT OF RESTRICTIONS.** The foregoing restrictive Declaration and Restrictions shall run with the land, and the title thereto, as herein and hereby conveyed, and the same shall be binding upon all persons claiming hereunder, as well as their respective heirs, successors and assigns, as the case may be, in perpetuity: Subject, however, to the provision that the Association by and with the written consent of a majority of the then Owners of all the Lots in the development, shall have the power to waive, abandon, terminate, modify, alter, change, amend or add to these restrictive Declaration and Restrictions. When more than one (1) person holds an interest in any Lot, the vote of such Lot shall be exercised as the Owners themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. Any such waiver, abandonment, termination, modification, alteration, change, acknowledgement by the Association together with written consent of the requisite number of Owners, or, in the alternative, a written and notarized certificate of the President of the Association, or the Vice-President if the President is incapable, indicating the results of the vote and the dates of the balloting and the amendments approved, has been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware and the same shall thereafter remain in effect in perpetuity unless otherwise amended.

**SEVERABILITY.** Invalidation of any of these restrictions by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and effect.



# Warwick Park Owners Association By-Laws

## ARTICLE I Name and Location

The name of the corporation is **WARWICK PARK OWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Millsboro, Delaware, but meetings of Members and Directors may be held at such places within the State of Delaware, County of Sussex, as may be designated by the Board of Directors.

## ARTICLE II Definitions

Unless the context denotes otherwise, the following terms are defined as follows:

- Section 1.** The term "Association" shall mean and refer to Warwick Park Owners Association, Inc., its successors and assigns.
- Section 2.** The term "properties" shall refer to that certain real property described in that certain plot of record in the Office of the Recorder of Deeds, in and for Sussex County in Plot Book 20 at page 52, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- Section 3.** The term "common properties" shall mean all real property owned by the Association for the common use and enjoyment of the Members of the Association as such is described in the Declaration of Covenants and Restrictions found of record in the Office of the Recorder of Deeds, in and for Sussex County in Deed Book 1639 at Pages 1-50.
- Section 4.** The term "lot" shall mean and refer to any plot of land shown upon any plot of the properties with the exception of the common area, as such is recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 20 at page 52.
- Section 5.** The term "Member" shall mean and refer to every person or entity that holds a membership in the Association.
- Section 6.** The term "owner" shall mean and refer to the record owner whether one or more persons or entities is holding the fee simple title to any lot which is a part of the properties, excluding those having such interest merely as security for the performance of an obligation.
- Section 7.** The term "declaration" shall mean and refer to the declaration of covenants and restrictions applicable to the properties recorded in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware.

**Section 8.** The term "articles of incorporation" shall mean and refer to the Certificate of Incorporation of the Homeowners Association of Warwick Park recorded in the Office of the Recorder of Deeds in Sussex County, at Georgetown, Delaware in Book 262 at pages 183-189.

**Section 9.** The term "ex-officio" shall mean and refer to a person who has the right, but not the obligation, to participate in all of a committee's proceedings. This person is not counted in the quorum.

**Section 10.** The term "liaison" shall mean and refer to a person who acts as a contact between different groups for information purposes.

### **ARTICLE III Membership**

**Section 1.** Every owner of a lot, which is subject to assessment or shall be eligible for a later assessment, shall be a Member of the Association, provided however, that any such person or entity who holds such interest merely as a performance for an obligation shall not be a Member, unless and until such person or entity has succeeded to such owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from the ownership of the lot, which is subject to assessment. The developer shall be considered an owner of each lot held by the developer.

**Section 2.** The Association shall have one class of voting membership. Members shall be lot owners who shall be entitled to one (1) vote for each lot. When more than one person holds an interest in any lot, all such persons shall be Members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

**Section 3. Suspension of Membership.** During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use the recreational facilities by the Member may be suspended by the Board of Directors until the assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed 90 days, for violation of any rules and regulations adopted by the Board of Directors governing the use of the common properties and facilities.

**Section 4.** Each Member is deemed to covenant and agrees to pay the Association (1) an annual assessment or charge and (2) special assessments for capital improvements as both are defined in the Declaration.

**ARTICLE IV**  
**Property Rights: Rights of Enjoyment**

**Section 1.** Each Member shall be entitled to the use and enjoyment of the common properties and facilities as provided in the declaration. Any Member may delegate his/her rights of enjoyment of the common properties and facilities to the Members of his/her family, his/her tenants or contract purchasers, who reside on the property. The Member shall notify the Secretary in writing of the name of the delegee. The rights and privileges of the delegee are subject to suspension to the same extent as those of the Member.

**Section 2.** The master plan as provided in the Covenants and amendments to the plan for development of the common properties must be approved by a majority of the Members. Implementation of any element of the plan must be budgeted and approved by a majority vote at any general meeting.

**ARTICLE V**  
**Board of Directors: Election: Term of Office**

**Section 1.** Number. The affairs of this Association shall be managed by a Board of five (5) Directors. All Directors must be Members of the Association.

**Section 2.** Election. Directors will be elected for staggered two- terms.

**Section 3.** Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his/her successor shall be the candidate with the next highest number of votes for that office from the previous ballot. If there is no candidate, the vacancy shall be filled by appointment by the vote of all remaining Board Members, and this person shall serve for the unexpired term of his/her predecessor.

**Section 4.** Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

**ARTICLE VI**  
**Meetings of Directors**

**Section 1.** **Regular Meetings.** Regular meetings of the Board of Directors shall be held at a place and hour as may be fixed from time to time by resolution of the Board.

**Section 2.** **Action Taken Without a Meeting.** The Directors shall have the right to take any emergency action in the absence of a meeting that they could take at a meeting by obtaining the written or verbal approval of all the Directors. Any action so approved must be ratified at the next meeting of the Directors.

**Section 3. Special Meeting.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than ten (10) days notice to each Director.

**Section 4. Quorum.** Three (3) Directors shall constitute a quorum for the transaction of business. Every act or decision shall be made by a majority vote of at least three (3) votes of the Directors present at a duly held meeting at which a quorum is established.

## **ARTICLE VII**

### **Nomination and Election of Directors**

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a nominating committee. The nominating committee shall consist of a chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The nominating committee chairman shall be announced by the Board of Directors at each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall 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. The nominations may be made from among Members only.

**Section 2. Election.** Election to the Board of Directors shall be by secret written ballot. Members may vote in person or by absentee ballot, casting in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VIII**

### **Power and Duties of the Board of Directors**

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

- (a) Temporarily adopt and publish rules and regulations governing the use of the common properties and facilities, and the personal conduct of the Members and their guests thereon, and to enforce penalties for the infraction thereof. Any new rules will be subject to approval at the next membership meeting.
- (b) 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 by-laws, the articles of incorporation, or the declaration;
- (c) 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 without just cause; and

(d) Employ independent contractors as they deem necessary, and to define their duties; and

(e) Review and approve or deny construction plans and enforce violations of these Restrictive Covenants.

**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 the statement is requested in writing one-fourth (1/4) of the Members who are entitled to vote;

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

(c) As more fully provided herein, and in the declaration, to:

(1) Fix the amount of the annual assessment against each lot at least 30 days prior to January 1;

(2) Send written notice of each annual assessment to every owner subject thereto by January 1; and notify all owners of any special assessment within two (2) weeks after approval by the membership; and

(3) Submit to the general membership for approval any new capital improvements in excess of \$3000.00 annually; and

(4) Enforce the rules, regulations and assessments as set forth in the Declaration under the section entitled Enforcement;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate stating whether or not any assessment has 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, it 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 having fiscal responsibilities to be bonded, as it may deem appropriate; and

- (g) Cause the common areas to be maintained.
- (h) Review and approve or deny construction plans and enforce violations of these Restrictive Covenants.

## **ARTICLE IX Committees**

**Section 1.** The Association shall establish four standing operational committees selected from volunteer lists, which shall then select their own chairman. Each Director, other than the President, shall be appointed by the President to be a liaison officer to a specific committee.

**Section 2.** Such other committees, standing or special, shall be appointed by the Board as it shall from time to time deem necessary to carry on the work of the Association. The President shall be an ex-officio Member of all committees except the nominating committee.

**Section 3.** It shall be the duty of each committee to respond to information and comments from Members on any matter involving Association functions, duties and activities within its field of responsibilities and to pass on to the Board such information along with recommendations for action should it be deemed necessary. Information outside of its realm of responsibilities should be directed to the appropriate committee or the Board.

**Section 4.** It shall be the duty of each committee to develop and review periodically a standard operating procedure for its committee. These procedures are to be reviewed and approved by the Board:

(a) The Budget and Finance Committee shall consist of a minimum of three (3) Members. It shall be the duty of this committee to prepare an annual and a two-year budget and statement of income and expenditures and to recommend the annual assessment to the Board for consideration. The budget shall be prepared in time to meet the annual assessment schedule. The committee may from time to time submit amendments of the budget to the Board. The Treasurer shall be the ex-officio member to this committee.

(b) The Pier Committee shall consist of a minimum of three (3) Members, one of whom shall be the Pier Master who is approved by the Board. The Pier Committee shall be responsible for developing necessary rules and regulations concerning the use and operation of the piers, slips and lower parking area. The Pier Committee shall establish and ensure adherence to a maintenance schedule for the piers, slips and lower parking area. The Pier Master shall recommend an annual budget and a five-year budget to the Board. Actions of the Pier Committee must be approved by the Board.

(c) The Events Committee's main duties shall be to schedule and oversee various Association sponsored events as approved by the Board.

## **ARTICLE X**

### **Meetings of Members**

**Section 1. Annual Meeting.** The annual meeting of the membership shall be held on the first Saturday in May of each year for the election of officers, reports of standing committees, sign-up for volunteers for the standing committees for the coming year and other business that the By-Laws may prescribe.

**Section 2. Special Meetings.** Special meetings of the membership may be called at any time by the President or the Board of Directors, or upon written request of 48 Members. A written notice ten (10) days prior to the meeting shall be mailed to each Member specifying the place, day, hour and purpose of the meeting.

**Section 3. Notice of Meeting.** A written notice including an agenda of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage paid or e-mailing at least ten (10) days before the meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting.

**Section 4. Quorum.** The presence at the meeting of the Members entitled to cast, or of proxies entitled to cast twenty-five percent (25%) of the votes, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, a 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. Proxies.** At the meeting of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and identify the voting agent. Obtaining the written or verbal approval of all the Directors. Any action so approved must be ratified at the next meeting of the Directors.

## **ARTICLE XI**

### **Officers and Their Duties**

**Section 1. Enumeration of Officers.** The officers of this Association shall be a President, Vice-President, Secretary and Treasurer who shall at all times be Members of the Board of Directors.

**Section 2. Selection of Officers.** The selection of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be selected annually by the Board and each shall hold office for one (1) year, unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may appoint other officers as the affairs of the Association may require, each of whom shall hold office for a period, have the authority, and perform 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 just cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of the 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 in the manner prescribed for regular selections. The officer selected to the vacancy shall serve for the remainder of the term of the officer replaced.

**Section 7. Multiple Offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

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

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

(b) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence or inability or refusal to act, and shall exercise and discharge any other duties as may be required by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their current addresses; and shall perform any other duties as required by the Board.

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare copies of the annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer must serve as a Member of the General Budget Committee of the Association and the Pier budget process.

## **ARTICLE XII**

### **Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year. The maintenance fees are due from January 1 until March 1.

## **ARTICLE XIII**

### **Amendments**

**Section 1.** These By-Laws may be amended at any annual meeting of the Association by a majority vote of those entitled to vote and proxies provided that the proposed amendment(s) has been submitted by mail to all Members at least thirty (30) days prior to the annual meeting; or they may be amended by mail with majority approval, provided the amendment(s) has been submitted in writing to all Members with instructions at least thirty (30) days prior to the announced date for consideration.

**Section 2.** Amendments to the Covenants and Restrictions require a written consent of a majority of the then owners of all the lots in the development as further described in said Covenants and Restrictions. The proposed amendments will be mailed to all Members of the Association by the Board with complete instructions thirty (30) days prior to an annual meeting. Any required signatures not obtained by proxy or by signing at the annual meeting may be obtained by door-to-door canvassing within sixty (60) days after the annual meeting.