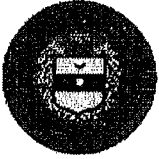


\*\*\*\*\* Electronically Recorded Document \*\*\*\*\*



# Sussex County

Scott Dailey  
Recorder of Deeds  
Georgetown, DE 19947

Instrument Number: 2018-10812                      Parties:  
Recorded As:        EREC-AGREEMENT                      Direct- WOODFIELD PRESERVE PROPERTY OWNERS ASSOCIATION INC  
Recorded On:        March 28, 2018                                      Indirect- ZOLPER JAIME MEM  
Recorded At:        11:23:41 am                                      Receipt Number:    845739  
Number of Pages:   21                                      Processed By:        Love M  
Book-VI/Pg:        Bk-D VI-4861 Pg-233  
Total Rec Fee(s):   \$211.00

**\*\* Examined and Charged as Follows \*\***

Erec-A	\$ 211.00			
		<b>Tax Amount</b>	<b>Consid Amt</b>	<b>RS#/CS#</b>

Tax Parcel No: See attached Schedule "A"

Prepared by & Return to:  
Daniel P. Johnson, Esquire  
Young Conaway Stargatt & Taylor, LLP  
110 W. Pine Street  
P.O. Box 594  
Georgetown, DE 19947

**BYLAWS  
FOR  
WOODFIELD PRESERVE PROPERTY OWNERS ASSOCIATION, INC.**

**ARTICLE I  
Organization**

The name of the organization is **WOODFIELD PRESERVE PROPERTY OWNERS ASSOCIATION, INC.**, a Delaware corporation ("Association"). The Association shall have a seal.

The Association may change its name at its pleasure by a majority vote of the membership of the Association.

**ARTICLE II  
Purpose**

**Section 2.1. Purpose.** The purpose of this organization shall be to fulfill the obligations of the Association as established by and to enforce the various restrictions set forth in the Master Declaration of Covenants, Conditions, Easements and Restrictions for Woodfield Preserve. The Association shall have the responsibility of administering the residential subdivision known as Woodfield Preserve, located in Broadkill Hundred, Sussex County, Delaware (referred to herein as "Woodfield Preserve"), establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of the roads and common areas, and performing all of the other acts that may be required to be performed by the Association pursuant to the provisions of Title 8 of the General Corporation Law of Delaware, the Delaware Uniform Common Interest Ownership Act, 25 Del.C. § 81-101, et seq., and as established in the Master Declaration of Covenants, Conditions, Easements and Restrictions for Woodfield Preserve dated effective March 22 2018 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Book 4861, Page 20, et seq., as it may be amended from time to time (the "Declaration").

**ARTICLE III**  
**Membership**

**Section 3.1. Membership.** Every person or entity who is an Owner of a Lot in Woodfield Preserve shall be a member of the Association and shall enjoy all of the benefits of such membership. Membership shall be appurtenant to, and may not be separated from, ownership of a Lot. Conveyance of a Lot shall, without the need specifically to provide therein, terminate membership of the grantor in the Association with respect to the Lot conveyed; and, by accepting the conveyance, the grantee shall be deemed to accept membership in the Association.

**ARTICLE IV**  
**Meetings**

**Section 4.1. Annual Meetings.** The first annual meeting of the Association shall be held within one (1) year of the formation of the Association and notice of the same shall be given at least ten (10) but not more than sixty (60) days in advance of such meeting. The notice of the meeting shall state the date, time, and place of the meeting and the items on the agenda for the meeting, all in accordance with § 81-308 of the Delaware Uniform Common Interest Ownership Act ("DUCIOA"), as amended. Thereafter, the annual meetings of the Association shall be held as determined by the Board of Directors ("Board") in accordance with the same notice requirements. Except as provided otherwise in these Bylaws, at such annual meetings the Board shall be elected by ballot of the Owners in accordance with the requirements set forth in Article VI of these Bylaws and the annual budget shall be presented in accordance with § 81-324 of DUCIOA, as amended. The Association Owners may transact such other business at such meetings as may properly come before them. Additional regular or special meetings of the total membership, in addition to the annual meeting, may be held as deemed necessary by the President and Board of Directors of the Association.

**Section 4.2. Place of Meetings.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Owners as may be designated by the Board.

**Section 4.3 Special Meetings.** It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Board or upon a petition signed and presented to the Secretary by Owners owning not less than twenty-five percent (25%) of the then existing Lots in the Development; provided, however, that no special meeting shall be called prior to the first annual meeting following the incorporation of the Association except by resolution of the Board. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4.4. Notice of Meetings and Waiver.** It shall be the duty of the Secretary to mail or email a notice with the agenda of each annual or special meeting of the Owners, at least ten (10) but not more than sixty (60) days prior to such meeting, to each Owner of record, by any means described in §81-127 of DUCIOA or sent prepaid by United States mail to any mailing

address designated in writing by such Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, or must state the website address where the agenda is located, including: (a) a statement of the general nature of any proposed amendment to the Declaration or Bylaws; (b) a statement that in the absence of objection from any Owner present at the meeting, the President may add items to the agenda; (c) any budget changes; and (d) any proposal to remove an officer or member of the Board. The agenda may be posted on the website of the Association, in lieu of being included in the notice, provided that the Association shall, by any means described in § 81-127 of DUCIOA, furnish to any Owner who so requests a copy of the agenda prior to the meeting. Regardless of the agenda, Owners shall be given a reasonable opportunity at any meeting to offer comments to the Board regarding any matter affecting the Association. If the Association does not notify Owners of a special meeting within thirty (30) days after the requisite number or percentage of the Board or Owners, as applicable, requested the Secretary to do so, the requesting Board members or Owners, as applicable, may directly notify all the Owners of that meeting. Only matters described in the meeting notice required by this Section may be considered at a special meeting.

Any Owner may, at any time, waive notice of any meeting of the Owners, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an Owner at any meeting of the Association shall constitute a waiver of notice by him/her of the time and place of, and agenda items for such meeting.

**Section 4.5. Adjournment of Meetings.** If any meeting of the Association cannot be held because a quorum is not present, a majority of the Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required. If the meeting must be adjourned to a time more than forty-eight (48) hours from the time the original meeting was called, an additional notice shall be required in accordance with these Bylaws.

**Section 4.6. Order of Business.** The order of business at all annual or special meetings of the Association shall be as designated in the agenda for the meeting.

**Section 4.7. Quorum.** Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty percent (20%) of the Owners shall constitute a quorum at all meetings of the Association. The votes of a majority of the Owners present at a meeting at which a quorum is present shall constitute the decision of the Association.

**Section 4.8. Conduct of Meetings.** The President shall preside over all meetings of the Association and the Secretary shall keep or cause to be kept the minutes of the meeting and record or cause to be recorded in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. Unless modified by the Board by resolution, *Roberts Rules of Order* (current edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

**Section 4.9. Availability of Records.** The Association shall maintain current copies of the Declaration, the Certificate of Incorporation of the Association and any amendments thereto and restatements thereof (the "Certificate of Incorporation"), these Bylaws, the minutes of all members' and Board of Director's meetings and records of all action taken by members on the Board of Directors without a meeting for at least the past 3 years, a record of all actions taken by a committee of the Board of Directors, any financial statements and tax returns of the Association prepared for the past 3 years, a list of the names and business addresses of the Association's current members of the Board of Directors and officers, its most recent annual report delivered to the Delaware Secretary of State, such records needed to enable the Association to comply with 25 Del. C. §81-409, recorded of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records (including those for any repair and replacement reserve), and a list of the names and addresses of all Association members in alphabetical order by class showing the number of votes each member is entitled to cast and their class of membership if any. The Association shall hold all such documents available for inspection by Owners or by holders, insurers and guarantors of first mortgages that are secured by properties; provided that documents may be withheld from inspection and copying in accordance with 25 Del. C. §81-318(c). Documents shall be available for inspection during the normal business hours of and upon proper written request to the Association in accordance with the general corporate law of the State of Delaware. A reasonable fee for copying any documents or records made available to and inspected in accordance with this paragraph, not to exceed the actual cost of materials and labor incurred by the Association, may be imposed by the Board, in such amount as it deems appropriate from time to time. Any fee schedule imposed by the Board in accordance with this paragraph shall become effective upon publication to the Owners in accordance with the notice requirements contained in these Bylaws.

**Section 4.10. Voting Rights.** Voting rights shall be those established in the Declaration, Section 4.2.

## ARTICLE V Voting

**Section 5.1. Voting.** Voting at all meetings of the Association shall be on the basis of one (1) Lot, one (1) vote. If only one (1) of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Lot. If more than one (1) of the Owners of a Lot is present at a meeting of the Association, then the person who shall be entitled to enter the vote of such Lot shall be the person named in a certificate signed by all of the Owners of the Lot and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate. The vote of each Lot shall be exercised as the Owners of the Lot, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. In the event of multiple or disputed votes by and between the applicable Owners of a Lot, then such votes shall be ruled invalid and the Executive Board shall disregard any such multiple or disputed votes cast by the Owners of the Lot. Any such invalidated votes shall not, however, invalidate or otherwise alter the effectiveness of such Owners attendance at the meeting by proxy or otherwise for quorum purposes. Whenever the approval or disapproval of

an Owner is required by DUCIOA, the Declaration or these Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Lot at any meeting of the Association. Except where a greater number is required by DUCIOA, the Declaration or these Bylaws, a majority of the votes cast in person, by proxy or by ballot at a meeting of Owners where a quorum is present shall determine the outcome of any action of the Association where a vote is taken so long as the number of votes cast in favor comprise at least a majority of the number of votes required for a quorum for that meeting. Votes allocated to a Lot owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of votes needed for any action by the Owners.

**Section 5.2. Proxies.** A vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary or the professional managing agent, if any, before the appointed time of the meeting.

**Section 5.3. Majority of Owners.** As used in these Bylaws, the term Majority shall mean the vote of more than fifty percent (50%) of the Lots then existing.

## **ARTICLE VI** **Board of Directors**

**Section 6.1. Number and Qualification.** The affairs of the Association shall be governed by a Board of Directors (referred to as the "Executive Board" in DUCIOA). The Board shall be comprised of no fewer than three (3) and no more than five (5) members.

The Board shall initially be comprised of three (3) members, all appointed by the Developer, as follows: (1) Tom Tipton; (2) Jaime Zolper; and (3) Ben Gordy. Such Developer appointees shall not be required to be Owners and may be, but shall not be required to be, residents of the State of Delaware.

As required by § 81-303 of DUCIOA, not later than sixty (60) days after conveyance of twenty-five percent (25%) of the total number of Lots that may be created in Woodfield Preserve to Owners other than the Developer or a Participating Builder (as defined in the Declaration), at least one (1) member and not less than twenty-five percent (25%) of the Board shall be elected by Owners other than the Developer or a Participating Builder and, unless such timing coincides with an annual meeting, the President shall call a special meeting for such election as provided in Article IV of these Bylaws. By way of example, after twenty-five percent (25%) of the total number of Lots that may be created in Woodfield Preserve have been conveyed to Owners, the Board shall be expanded by the Developer to four (4) members, at least one (1) of whom shall be elected by Owners, in order to comply with the Act. Also as required by § 81-303 of DUCIOA, not later than sixty (60) days after conveyance of fifty percent (50%) of the total Lots that may be created in Woodfield Preserve to Owners other than the Developer or a Participating Builder, not less than thirty-three and one-third percent (33-1/3%) of the Board shall be elected by Owners other than the Developer or a Participating Builder and, unless such timing coincides with an annual meeting, the President shall call a special meeting for such election as provided in

Article IV of these Bylaws. By way of example, after fifty percent (50%) of the total number of Lots that may be created in Woodfield Preserve have been conveyed to Owners, the Board shall be expanded by the Developer to five (5) members, at least two (2) of whom shall be elected by Owners, in order to comply with the Act. Upon the termination of the Developer Control Period, as defined and provided in the Declaration, the Owners shall elect the Board and the Board, by majority vote and provided the Developer did not already expand the Board as described above, may expand the Board to no more than five (5) members. The members of the Board elected by the Owners shall be Owners or spouses of Owners or, if the Owner is a corporation, limited liability company, partnership, trust or other entity, an officer, director, managing member or other authorized representative designated in writing by such entity.

**Section 6.2. Powers and Duties.** The Board shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are established by the Declaration, Certificate of Incorporation and these Bylaws directed to be exercised and done by the Association except as otherwise provided herein. The Board shall have the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of Woodfield Preserve, provided such rules and regulations shall not be in conflict with the Declaration, Certificate of Incorporation or these Bylaws. The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the professional managing agent, if any, which might arise between meetings of the Board. In addition to the duties imposed by the Declaration, Certificate of Incorporation or these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall have the power to, and be responsible for, the following:

- (a) Preparation of an annual budget, in which there shall be established the contribution of each Owner to the common expenses, to be approved in accordance with § 81-324 of DUCIOA.
- (b) Making assessments against Owners to defray the costs and expenses of the Association, establishing the means and methods of collecting assessments as established in the Declaration from the Owners, and establishing the period of the installment payment of the annual assessment for common expenses. Unless otherwise determined by the Board, the annual assessment against each Owner for his proportionate share of the common expenses shall be payable in equal monthly, quarterly or annual installments, as determined by the Board, each such installment to be due and payable in advance on the date(s) established by the Board.
- (c) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of Lots, roads, and common areas; and services of the Association except as may otherwise be provided herein.
- (d) Designating, hiring and dismissing the personnel or contractors necessary for the maintenance, operation, repair and replacement of the common area and Lots, and providing services for the property, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the

common property of the Owners; and, moreover, contracting the professional managing agent, if deemed necessary by the Board. No contractual agreement may bind the Association unless such contractual agreement provides for the right of the Association to terminate the same without cause or penalty at any time after transfer of control of the Association from the Developer to the Owners, upon not less than ninety (90) days' notice. In addition, if entered into before a majority of the Board elected by the Owners (as opposed to appointed by the Developer) in accordance with these bylaws takes office: (1) any management contract, employment contract, (2) any other contract or lease between the Association and Developer or an affiliate of Developer, or (3) any contract or lease that is not bona fide or was unconscionable to the Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board elected by the Owners (as opposed to appointed by Declarant) in accordance with these Bylaws takes office upon not less than ninety (90) days notice to the other party.

(e) Collecting the assessments against the Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the property.

(f) Making and amending rules and regulations respecting the use of the property so that such do not unduly restrict the use and enjoyment by the Owners, their tenants and guests.

(g) Opening of bank accounts on behalf of the Board and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions, and improvements to, or alterations of, the property and repairs to, and restoration of, the property, in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty.

(i) Enforcing by legal means, when deemed necessary and appropriate in the opinion of the Board, the provisions of the Declaration, Certificate of Incorporation, these Bylaws and the rules and regulations for the use of the property adopted by it and bringing any proceedings which may be instituted on behalf of the Owners.

(j) Obtaining and carrying insurance against casualties and liabilities, and paying the premium cost thereof.

(k) Paying the cost of all services rendered to the Association, and not billed to Owners.

(l) Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the property and Association, and the administration of the property, specifying the maintenance and repair expenses of the roads and common areas, and any other expenses incurred. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, in accordance with and pursuant to the processes set



forth in § 81-318 of DUCIOA. All books and records shall be kept in accordance with good and accepted accounting practices, and if so directed by the Board, the same may be audited by an outside auditor employed by the Board who shall not be a resident of Woodfield Preserve, or an Owner of a Lot therein. The cost of such audit shall be a common expense. An audited financial statement, if prepared, shall be available within one hundred twenty (120) days of the end of the fiscal year.

- (m) Notifying the Mortgagee of any property of any default by the Owner whenever requested in writing by such Mortgagee to send such notice.
- (n) Maintaining written minutes of all meetings.
- (o) Resolving disputes between and among Owners and the Board and making decisions regarding disputes related to the interpretation and application of the Declaration, Certificate of Incorporation, these Bylaws and rules and regulations promulgated pursuant thereto.
- (p) Borrowing in an amount not to exceed twenty-five percent (25%) of the value of the Common Areas for any proper Association purpose by the execution of notes and mortgages or as security for the repayment thereof or such other security or securities as the Association shall designate for the payment of principal thereof and interest due thereon, subject to any restrictions or limitations which may be contained in the Declaration or DUCIOA.
- (q) To do such other things and acts not inconsistent with the Declaration or Certificate of Incorporation which it may be authorized to do by a resolution of the Association.

**Section 6.3. Election and Term of Office.** During the Developer Control Period, all Board members shall serve for one (1) year terms. At the first meeting of the Association after the termination of the Developer Control Period during which an election is held, the terms of office of the members elected by the Lot Owners to serve on the Board shall be staggered. If three (3) members are elected, two (2) members shall serve two (2) year terms, and (1) member shall serve a one (1) year term. If four (4) members are elected, two (2) members shall serve two (2) years terms, and two (2) members shall serve one (1) year terms. If five (5) members are elected, three (3) members shall serve two (2) year terms and two (2) members shall serve one (1) year terms. At the expiration of the initial terms of office of the members of the Board elected at the first meeting of the Association after the termination of the Developer Control Period, their successors shall be elected to serve for two (2) year terms. The members of the Board shall hold office until their respective successors shall have been elected and the newly elected member confirms his or her willingness to serve.

**Section 6.4. Removal of Members of the Board.** At any regular or special meeting of the Board duly called, any one (1) or more of the members of the Board may be removed with or without cause by a majority of the Board members, and a successor may then and there be appointed by a majority of the remaining Board members to fill the vacancy thus created. Any member of the Board whose removal, with or without cause, has been proposed by the Owners

shall be given at least ten (10) days' notice of the calling of an Association meeting in response to said proposal and the purpose thereof and shall be given an opportunity to be heard at the meeting. In such a situation where the removal of a Board member, with or without cause, has been proposed by the Owners, a majority of the Owners present, in person or by proxy, at the meeting called for this purpose may remove the Board member in question and a successor may then and there be appointed by a majority of the Owners present to fill the vacancy thus created.

**Section 6.5. Vacancies.** Vacancies in the Board caused by any reason other than the removal of a member by a vote of the Owners shall be filled by a vote of a majority of the remaining members of the Board at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Board members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Association.

**Section 6.6. Organizational Meeting.** The first meeting of the members of the Board following an annual meeting of the Association shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board so elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present thereat.

**Section 6.7. Regular Meetings.** Regular meetings of the Board (except for executive sessions held for a permitted purpose set forth in § 81-308A of DUCIOA) shall be open to all Owners after the Developer Control Period ends and shall be held at least quarterly at such time and place as shall be determined from time to time by a majority of the Board members. Notice, including the agenda, of regular meetings of the Board shall be given to each Board member, by mail, email, telegraph, telefacsimile or telephone with mail confirmation, at least ten (10) but not more than sixty (60) days prior to the day named for such meeting. Except when a schedule of meetings has been distributed to the Owners that identifies the meeting in question or in cases of emergency meetings that may be held without prior notice, the Secretary shall cause notice of any regular meeting to be delivered to each Owner by any means described in Section 9.1. of these Bylaws at least ten (10) but not more than sixty (60) days prior to the meeting (but not later than the time notice of the meeting is sent to members of the Board).

**Section 6.8. Special Meetings.** Special meetings of the Board (except for executive sessions held for a permitted purpose set forth in § 81-308A of DUCIOA) shall be open to all Owners after the Developer Control Period ends and may be called by the President on at least ten (10) but not more than sixty (60) days' notice to each Board member, given by mail, email, telegraph, telefacsimile or telephone with mail confirmation, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Board members. The Secretary shall cause notice of any special meeting to be delivered to each Owner by any means described in Section 9.1 of these Bylaws at least ten (10) but not more than sixty (60) days prior to the meeting (but not later than the time notice of the meeting is sent to members of the Board).

**Section 6.9. Waiver of Notice.** Notwithstanding any provision to the contrary contained herein, any Board member may, at any time, in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice by him of the time and place of such meeting. If all Board members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting, including meetings conducted by telephone conference.

**Section 6.10. Quorum of Board.** At all meetings of the Board, a majority of the Board members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Board.

**Section 6.11. Fidelity Bonds.** The Board shall obtain adequate fidelity bonds for all officers, directors and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a valid expense payable by the Association.

**Section 6.12. Compensation.** No Board member shall receive any compensation from the Association for acting as such, but may be reimbursed for necessary expenses incurred in regard to service as a Board member, as approved by the Board from time to time.

**Section 6.13. Conduct of Meetings.** The President shall preside over all meetings of the Board and the Secretary shall keep or cause to be kept a minute book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Unless modified by the Board by resolution, *Roberts Rules of Order* (current edition) shall govern the conduct of all meetings of the Association when not in conflict with the Declaration or these Bylaws.

**Section 6.14. Liability of the Members of the Board.** The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made or action taken by the Board on behalf of the Owners unless any such contract or action shall have been made in bad faith or contrary to the provisions of the Declaration, Certificate of Incorporation or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made or action taken by them on behalf of the Owners. Every agreement made or action taken by the Board on behalf of the Owners shall, if obtainable, provide that the members of the Board, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder, and that each Owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage interest bears to the total Lots in Woodfield Preserve. The Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a member of the Board, against expenses (including reasonable attorneys' fees), judgments,

fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Owners.

## ARTICLE VI Officers

**Section 7.1. Designation.** The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Board. Any other officers may be, but shall not be required to be, members of the Board. Any Board member who serves as an officer shall be permitted to hold more than one office if such is necessary to fill the principal positions of President, Vice President, Secretary and Treasurer.

**Section 7.2. Election of Officers.** The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board. Any vacancy in an office shall be filled by the Board at a regular meeting or special meeting called for such purposes.

**Section 7.3. Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

**Section 7.4. President.** The President shall be the chief executive of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are incident to the office of the president of a stock corporation organized under the General Corporation Law of the State of Delaware, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall also be responsible for the preparation, execution, certification and recordation of any amendments to the Declaration, Certificate of Incorporation, these Bylaws or any other governing document for the Association.

**Section 7.5. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

**Section 7.6. Secretary.** The Secretary shall keep or cause to be kept the minutes of all meetings of the Association and of the Board; he shall have charge of such books and papers as the Board may direct; he shall provide or cause to be provided notice of all scheduled

Association meetings to each Owner at such address as each Owner shall have designated by notice in writing to the Secretary; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the General Corporation Law of the State of Delaware.

**Section 7.7. Treasurer.** The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; he shall be responsible for the deposit of all monies and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the General Corporation Law of the State of Delaware.

**Section 7.8. Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over \$1,000.00 shall be executed by any two (2) officers or by an officer and such other person or persons as may be designated by the Board. All such instruments for expenditures or obligations of less than \$1,000.00 may be executed by any one (1) officer or by such other person as may be designated by the Board.

**Section 7.9. Compensation of Officers.** No officer shall receive any compensation from the Association for acting as such, but may be reimbursed for expenses incurred in regard to services rendered to the Association, as approved by the Board from time to time.

## **ARTICLE VII** **Amendments to Bylaws**

**Section 8.1. Amendments.** Except as otherwise provided in these Bylaws, these Bylaws may be modified or amended either (i) by a vote of at least fifty-one percent (51%) of the membership present, in person or by proxy, at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Owner at least ten (10) days in advance of such meeting or (ii) pursuant to a written instrument duly executed by a majority of all of the Owners.

## **ARTICLE VIII** **Miscellaneous**

**Section 9.1. Notices.** All notices, demands, bills, statements or other communications under the Declaration or the corporate governing documents for the Association, including these Bylaws, shall be in writing and shall be deemed to have been duly given if: (a) delivered personally; (b) if to an Owner, if sent by email, facsimile or other method of electronic transmission to the Owner at the email/electronic address or facsimile number which the Owner shall designate in writing and file with the Secretary; (c) if to an Owner, if sent by first-class mail, postage prepaid, to an Owner at the address which the Owner shall designate in writing and

file with the Secretary or, if no such address is designated, at the address of the Owner as provided in the tax assessment records for Sussex County; (d) if to the Association, if sent by email, facsimile or other method of electronic transmission to the Association at the email/electronic address or facsimile number which the Association shall designate in writing to the Owners as the principal email/electronic address or facsimile number of the Association; or (e) if to the Association, if sent by first-class mail, postage prepaid to the Association, the Board or the professional managing agent, if any, at the principal office of the Association or at such other address as shall be designated by notice in writing to the Owners pursuant to this section.

**Section 9.2. Gender, Number.** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 9.3. Definitions.** Words and phrases which are used herein and which are defined and/or discussed in the Declaration and Certificate of Incorporation shall have the meaning as set forth in the Declaration and Certificate of Incorporation.

**Section 9.4. Conflicts.** In the event of any conflicts between the Declaration and these Bylaws, the Declaration shall be controlling.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the original members of the Board of Directors for the Woodfield Preserve Property Owners Association, Inc., have hereunto set their hands and seals effective as of the 23rd day of March, 2018.

Jill Lynn Burton  
Witness

[Signature] (SEAL)  
TOM TIPTON

Jill Lynn Burton  
Witness

Jaime Zolper (SEAL)  
JAIME ZOLPER

Jill Lynn Burton  
Witness

[Signature] (SEAL)  
BEN GORDY

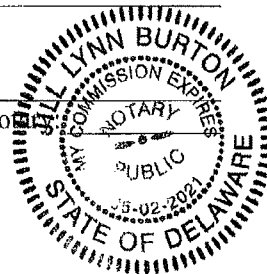
STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 23rd day of March, 2018, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, Tom Tipton, Jaime Zolper and Ben Gordy, the original members of the Board of Directors of the Woodfield Preserve Property Owners Association, Inc., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their respective act and deed, and the act and the deed of the said corporation; that their respective signatures are in their respective own proper handwriting; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the corporation.

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

Jill Lynn Burton  
NOTARY PUBLIC

Commission Expires: \_\_\_\_\_  
Type or Print Name of Notary: \_\_\_\_\_



Schedule "A" – List of Lots and Tax Parcels

SCHEDULE OF PARCELS  
WOODFIELD PRESERVE

LOT	PARCEL NUMBER
1	2-35 9.00 35.00
2	2-35 9.00 36.00
3	2-35 9.00 37.00
4	2-35 9.00 38.00
5	2-35 9.00 39.00
6	2-35 9.00 40.00
7	2-35 9.00 41.00
8	2-35 9.00 42.00
9	2-35 9.00 43.00
10	2-35 9.00 44.00
11	2-35 9.00 45.00
12	2-35 9.00 46.00
13	2-35 9.00 47.00
14	2-35 9.00 48.00
15	2-35 9.00 49.00
16	2-35 9.00 50.00
17	2-35 9.00 51.00
18	2-35 9.00 52.00
19	2-35 9.00 53.00
20	2-35 9.00 54.00
21	2-35 9.00 55.00
22	2-35 9.00 56.00
23	2-35 9.00 57.00
24	2-35 9.00 58.00
25	2-35 9.00 59.00
26	2-35 9.00 60.00
27	2-35 9.00 61.00
28	2-35 9.00 62.00
29	2-35 9.00 63.00
30	2-35 9.00 64.00
31	2-35 9.00 65.00
32	2-35 9.00 66.00
33	2-35 9.00 67.00
34	2-35 9.00 68.00
35	2-35 9.00 69.00
36	2-35 9.00 70.00
37	2-35 9.00 71.00
38	2-35 9.00 72.00



39	2-35 9.00 73.00
40	2-35 9.00 74.00
41	2-35 9.00 75.00
42	2-35 9.00 76.00
43	2-35 9.00 77.00
44	2-35 9.00 78.00
45	2-35 9.00 79.00
46	2-35 9.00 80.00
47	2-35 9.00 81.00
48	2-35 9.00 82.00
49	2-35 9.00 83.00
50	2-35 9.00 84.00
51	2-35 9.00 85.00
52	2-35 9.00 86.00
53	2-35 9.00 87.00
54	2-35 9.00 88.00
55	2-35 9.00 89.00
56	2-35 9.00 90.00
57	2-35 9.00 91.00
58	2-35 9.00 92.00
59	2-35 9.00 93.00
60	2-35 9.00 94.00
61	2-35 9.00 95.00
62	2-35 9.00 96.00
63	2-35 9.00 97.00
64	2-35 9.00 98.00
65	2-35 9.00 99.00
66	2-35 9.00 100.00
67	2-35 9.00 101.00
68	2-35 9.00 102.00
69	2-35 9.00 103.00
70	2-35 9.00 104.00
71	2-35 9.00 105.00
72	2-35 9.00 106.00
73	2-35 9.00 107.00
74	2-35 9.00 108.00
75	2-35 9.00 109.00
76	2-35 9.00 110.00
77	2-35 9.00 111.00
78	2-35 9.00 112.00
79	2-35 9.00 113.00
80	2-35 9.00 114.00
81	2-35 9.00 115.00

82	2-35 9.00 116.00
83	2-35 9.00 117.00
84	2-35 9.00 118.00
85	2-35 9.00 119.00
86	2-35 9.00 120.00
87	2-35 9.00 121.00
88	2-35 9.00 122.00
89	2-35 9.00 123.00
90	2-35 9.00 124.00
91	2-35 9.00 125.00
92	2-35 9.00 126.00
93	2-35 9.00 127.00
94	2-35 9.00 128.00
95	2-35 9.00 129.00
96	2-35 9.00 130.00
97	2-35 9.00 131.00
98	2-35 9.00 132.00
99	2-35 9.00 133.00
100	2-35 9.00 134.00
101	2-35 9.00 135.00
102	2-35 9.00 136.00
103	2-35 9.00 137.00
104	2-35 9.00 138.00
105	2-35 9.00 139.00
106	2-35 9.00 140.00
107	2-35 9.00 141.00
108	2-35 9.00 142.00
109	2-35 9.00 143.00
110	2-35 9.00 144.00
111	2-35 9.00 145.00
112	2-35 9.00 146.00
113	2-35 9.00 147.00
114	2-35 9.00 148.00
115	2-35 9.00 149.00
116	2-35 9.00 150.00
117	2-35 9.00 151.00
118	2-35 9.00 152.00
119	2-35 9.00 153.00
120	2-35 9.00 154.00
121	2-35 9.00 155.00
122	2-35 9.00 156.00
123	2-35 9.00 157.00
124	2-35 9.00 158.00

125	2-35 9.00 159.00
126	2-35 9.00 160.00
127	2-35 9.00 161.00
128	2-35 9.00 162.00
129	2-35 9.00 163.00
130	2-35 9.00 164.00
131	2-35 9.00 165.00
132	2-35 9.00 166.00
133	2-35 9.00 167.00
134	2-35 9.00 168.00
135	2-35 9.00 169.00
136	2-35 9.00 170.00
137	2-35 9.00 171.00
138	2-35 9.00 172.00
139	2-35 9.00 173.00
140	2-35 9.00 174.00
141	2-35 9.00 175.00
142	2-35 9.00 176.00
143	2-35 9.00 177.00
1440	2-35 9.00 178.00
145	2-35 9.00 179.00
146	2-35 9.00 180.00
147	2-35 9.00 181.00
148	2-35 9.00 182.00
149	2-35 9.00 183.00
150	2-35 9.00 184.00
151	2-35 9.00 185.00
152	2-35 9.00 186.00
153	2-35 9.00 187.00
154	2-35 9.00 188.00
155	2-35 9.00 189.00
156	2-35 9.00 190.00
157	2-35 9.00 191.00
158	2-35 9.00 192.00
159	2-35 9.00 193.00
160	2-35 9.00 194.00
161	2-35 9.00 195.00
162	2-35 9.00 196.00
163	2-35 9.00 197.00
164	2-35 9.00 198.00
165	2-35 9.00 199.00
166	2-35 9.00 200.00
167	2-35 9.00 201.00

168	2-35 9.00 202.00
169	2-35 9.00 203.00
170	2-35 9.00 204.00
171	2-35 9.00 205.00
172	2-35 9.00 206.00
173	2-35 9.00 207.00
174	2-35 9.00 208.00
175	2-35 9.00 209.00
176	2-35 9.00 210.00
177	2-35 9.00 211.00
178	2-35 9.00 212.00
179	2-35 9.00 213.00
180	2-35 9.00 214.00
181	2-35 9.00 215.00
182	2-35 9.00 216.00
183	2-35 9.00 217.00
184	2-35 9.00 218.00
185	2-35 9.00 219.00
186	2-35 9.00 220.00
187	2-35 9.00 221.00
188	2-35 9.00 222.00
189	2-35 9.00 223.00
190	2-35 9.00 224.00
191	2-35 9.00 225.00
192	2-35 9.00 226.00
193	2-35 9.00 227.00
194	2-35 9.00 228.00
195	2-35 9.00 229.00
196	2-35 9.00 230.00
197	2-35 9.00 231.00
198	2-35 9.00 232.00
199	2-35 9.00 233.00
200	2-35 9.00 234.00
201	2-35 9.00 235.00
202	2-35 9.00 236.00
203	2-35 9.00 237.00
204	2-35 9.00 238.00
205	2-35 9.00 239.00
206	2-35 9.00 240.00
207	2-35 9.00 241.00
208	2-35 9.00 242.00
209	2-35 9.00 243.00
210	2-35 9.00 244.00

211	2-35 9.00 245.00
212	2-35 9.00 246.00
213	2-35 9.00 247.00
214	2-35 9.00 248.00
215	2-35 9.00 249.00
216	2-35 9.00 250.00
217	2-35 9.00 251.00
218	2-35 9.00 252.00
219	2-35 9.00 253.00
220	2-35 9.00 254.00
221	2-35 9.00 255.00
222	2-35 9.00 256.00
223	2-35 9.00 257.00
224	2-35 9.00 258.00
225	2-35 9.00 259.00
226	2-35 9.00 260.00
227	2-35 9.00 261.00
228	2-35 9.00 262.00
229	2-35 9.00 263.00
230	2-35 9.00 264.00
231	2-35 9.00 265.00
232	2-35 9.00 266.00
233	2-35 9.00 267.00
234	2-35 9.00 268.00
235	2-35 9.00 269.00
236	2-35 9.00 270.00
237	2-35 9.00 271.00
238	2-35 9.00 272.00
239	2-35 9.00 273.00
240	2-35 9.00 274.00
241	2-35 9.00 275.00
242	2-35 9.00 276.00
243	2-35 9.00 277.00
244	2-35 9.00 278.00
245	2-35 9.00 279.00
246	2-35 9.00 280.00
247	2-35 9.00 281.00
248	2-35 9.00 282.00
249	2-35 9.00 283.00
250	2-35 9.00 284.00
251	2-35 9.00 285.00
252	2-35 9.00 286.00
253	2-35 9.00 287.00