

**Fork Landing Subdivision
Plat Book 222, Page 84**

**Tax Map No.:
See Schedule "A" Attached**

**Prepared by/return to:
Fork Landing Farms Homeowners Association, Inc.
P.O. Box 954
Milford, DE 19963**

Document # 2022000054643 BK: 5822 PG: 73
On 12/12/2022 at 12:02:26 PM
RECORDER OF DEEDS Scott Dailey
Sussex County
Consideration: \$0.00
Doc Surcharge Paid

**BYLAWS FOR
FORK LANDING HOMEOWNERS ASSOCIATION, INC.**

WHEREAS Fork Landing Farms, LLC, a Delaware limited liability company, hereinafter referred to as "Declarant", was the owner of all the lots in the subdivision known as Fork Landing Farms, as more specifically described in a Plot Plan for said subdivision of record in the Office of the Recorder of Deeds in and for Sussex County, Delaware ("Recorder of Deeds") in Plot Book 117, Page 157; and

WHEREAS, Declarant established Fork Landing Homeowners Association, Inc., a Delaware non-profit corporation, which has the responsibility of administering Fork Landing Farms, establishing the means and methods of collecting the contributions to the common expenses, and arranging for the management of Fork Landing Farms; and

WHEREAS, Declarant recorded certain Bylaws for Fork Landing Homeowners Association, Inc. in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, at Book 4500, Page 206, et seq., on or about January 29, 2016 ("the 2016 Bylaws"); and

WHEREAS, the members of the Association, consisting of the owners of record of the all the lots within Fork Landing Farms, desired to amend the 2016 Bylaws; and

WHEREAS, at least two-thirds (2/3) of the Owners of all Lots within Fork Landing Farms voted to amend the 2016 Bylaws:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Fork Landing Homeowners Association, Inc. does covenant and declare that the 2016 Bylaws Declaration of Restrictions recorded in Book Book 4500, Page 206, et seq., are hereby struck and replaced in their entirety with the following Bylaws.

ARTICLE I
PLAN OF OWNERSHIP

Section 1. Ownership.

The Planned Community known as "Fork Landing Farms" as located in Milford, Sussex County, Delaware has been submitted to the provisions of the Delaware Uniform Common Interest Ownership Act of the State of Delaware, 25 Del. C. Sections 81-101 et seq. (the "Act"), by the Declaration of Restrictions Applicable to Fork Landing Farms made by Fork Landing Farms, LLC (the "Declarant"), as recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Deed Book 3885, Page 197, as amended by First Amendment to Declaration of Restrictions Applicable to Fork Landing Farms made by Declarant as recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Deed Book 4492, Page 132 (the "Declaration"); and as shown on the Record Plan, Lands of Fork Landing Farm, L.L.C. Major Subdivision recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 117, Page 157, amended pursuant to the Record Plan, Lands of Fork Landing Farm, L.L.C. Major Subdivision recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 222, Page 84, and as it may hereafter be amended (the "Record Plan").

Section 2. Applicability of Bylaws.

The provisions of these Bylaws are applicable to Fork Landing Farms and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of each legally subdivided lot in Fork Landing Farms improved with or to be improved with a dwelling unit (each, a "Lot") and their employees and any other person who may use the facilities of Fork Landing Farms in any manner, are subject to these Bylaws, and the acceptance of a deed or transfer document, or the act of occupancy of a Lot, shall conclusively establish the acceptance and ratification of these Bylaws, the Declaration, and the rules and regulations of the Executive Board (defined below), as they may be amended from time to time, by the person so acquiring, or occupying a Lot, and shall constitute and evidence an agreement by such person to comply with the same.

Section 3. Office.

The office of the Executive Board shall be located at the current address of the duly elected Secretary of the Association or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

ASSOCIATION OF HOMEOWNERS

Section 1. Composition.

Every natural person, corporation, partnership, trust or other legal entity or any combination thereof that owns title to a Lot, excluding those who hold an interest in a Lot solely as security for the performance of an obligation (individually and collectively, the "Owners"), in accordance with the Act, the Declaration and the Bylaws, shall be a member of the non-profit Delaware corporation incorporated as Fork Landing Homeowners Association, Inc., a Delaware non-profit corporation (the "Association"). This Association shall have the responsibility of administering Fork Landing Farms, establishing the means and methods of collecting the contributions to the common expenses, arranging for the management of Fork Landing Farms and performing all of the other acts that may be required to be performed by the Association, by the Act and by the Declaration. Except as to those matters which the Act, or these Bylaws specifically requires to be performed by the vote of the Owners, the administration of the foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in Article IV.

Section 2. Powers and Duties of the Association.

- a. Election of Officers who shall be de facto members of the Executive Board pursuant to Article III, Section 2 of these Bylaws.
- b. Removal and replacement of Officers pursuant to Section 3 of Article III of these Bylaws.
- c. Approval of an Annual Budget in which there will be established the assessment of each Lot Owner necessary to fund expenses approved for activities deemed necessary for the management of Fork Landing Farms.
- d. Approve the level of Reserves required for future capital expenses based on the Board's Annual Study of Reserves, pursuant to Section 9 of Article V of these Bylaws.
- e. Determine the need of the Board to contract for external independent audit, pursuant to Section 6 of Article V of these Bylaws.
- f. Making or amending Community Regulations respecting the use of property, in accordance with Section 9 of Article V of these Bylaws.

Section 3. Annual Meetings.

The Annual Meetings of the Association shall be held each year at the time and place determined by the Executive Board, between September 1 to October 31. At such Annual Meetings, the Association members will elect officers of the Association as provided in Article III, who shall be elected by ballot of the Owners in accordance with the requirements in Section 3 of Article III of these Bylaws. The Association shall also adopt a budget for the following calendar year, approve the annual assessment, and may transact such other business at the Annual Meeting as may properly come before it.

Section 4. Place of Meetings.

Meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Executive Board. The Annual Meeting may be held virtually.

Section 5. Special Meetings.

The President of the Association (the "President") may call a Special Meeting of the Association at any time. Additionally, it shall be the duty of the President to call a Special Meeting of the Association if so directed by resolution of the Executive Board or within thirty (30) days after receipt of a petition signed and presented to the Secretary of the Association (the "Secretary") by Owners owning not less than twenty percent (20%) of the percentage interests of all Owners. If the Association does not notify Owners of a Special Meeting within thirty (30) days after the requisite number or percentage of Owners requested the Secretary to do so by a petition, the requesting Owners may directly notify all Owners of that meeting. The notice of any Special Meeting shall comply with the requirements of Section 6 (Notices) and Section 7 (Quorum) of Article II of these Bylaws. No business shall be transacted at a special meeting except as stated in the notice.

Section 6. Notice of Meetings and Waiver.

Except in the case of emergency meetings, which may be held without prior notice, it shall be the duty of the Secretary to mail, hand deliver, or email a notice with the agenda of each Annual or Special meeting of the Owners or with a statement as to the website address where the agenda is located, at least fourteen (14), but not more than twenty (20) calendar days prior to such meeting to each Owner of record, at such address as each Owner shall have designated by notice in writing to the Secretary. The notice shall state the time and place of such meeting and the items on the agenda; and shall include the following: (i) a statement of the general nature of any proposed amendment to the Declaration or Bylaws, (ii) a statement that in the

absence of objection from any Owner present at the meeting, the President may add items to the agenda, (iii) any budget changes, and (iv) any proposal to remove an Officer or member from the Executive Board. The mailing, hand delivery, or email of a notice of a meeting in the manner provided in this Section 6 shall be considered service of notice. Notwithstanding the foregoing, the agenda may be posted on the website of the Association, if any, in lieu of being included in the notice, provided that the Association shall, by any means described in Section 81-127 of the Act, furnish to any Owner who so requests a copy of the agenda prior to the 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.

Section 7. Quorum.

At all meetings of the Association, a quorum must be present for the transaction of business. A quorum is present throughout any meeting of the Association if:

- a. Persons entitled to cast at least thirty percent (30%) of the votes of the Association are present in person, by proxy, or by ballot at the beginning of the meeting; or
- b. Ballots solicited in accordance with Section 81-310(f) of the Act are delivered to the Secretary in a timely manner by persons who, together with those persons present in person or by proxy or ballot at the beginning of the meeting, would comprise a quorum for that meeting.

Section 8. Adjournment of Meetings:

If any meeting of the Association cannot be held because a quorum is not present, Persons entitled to cast a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called and the meeting with the same agenda may then occur without a quorum.

Section 9. Order of Business.

The order of business at all annual meetings of the Association shall be as follows:

- (a) Roll call and verification of a quorum.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of the President.
- (e) Treasurer's Report.

- (f) Reports of committees.
- (g) Consideration of funding an Audit.
- (h) Proposal of new or capital expenditures.
- (i) Consideration of status of Reserves.
- (j) Consideration and Adoption of Budget including Assessment.
- (k) Designation of election committee.
- (l) Election of officers.
- (m) Unfinished business.
- (n) New business.

Section 10. Ownership Interests in Lots.

Ownership interests in and to Lots may be taken in the name of an individual; or in the names of two or more persons, as tenants in common or as joint tenants with right of survivorship, or as tenants by the entirety; or in the name of a corporation, partnership limited liability company, or other type of duly registered and approved artificial entity, or in the name of a fiduciary.

Section 11. Voting.

The owners of each lot are entitled to one vote collectively for each Lot. Where the ownership of a Lot is in the name of more than one person, then the person who shall be entitled to cast the vote of that Lot shall be the person identified by the Lot's Owners present at each meeting. Except where a greater number is required by the Act, the Declaration or these Bylaws, the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Association. Votes allocated to a Lot or Common Areas owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of Lot votes needed for any action by the Owners.

Section 12. Proxies.

A vote may be cast in person or by proxy. If a Lot is owned by more than one person, the Owners of a Lot may designate one person to cast votes on behalf and in lieu of the Owners vote. If the owners fail to agree on one person to be the proxy, or if the Owners appoint more than one person to be the proxy, then the proxy will be void. An Owner may revoke a proxy given only by actual notice of revocation to the person presiding over a meeting of the Association in advance of, or in person at, such meeting. A proxy is void if it is not dated or purports to be revocable without notice. Proxies shall be valid only for the particular meeting designated therein or for multiple meetings within a time period not to exceed one (1) year designated therein, provided that such time period is stated on the face of the proxy. To be effective, proxies must be filed with the Secretary before the appointed time of the meeting for which they are used.

Section 13. Majority of Owners.

As used in these Bylaws, the term "majority of the Owners" shall mean more than one half (1/2) of the voting Owners.

Section 14. Action by Ballot or by email.

Action may be taken by ballot or vote cast by email without a meeting as follows:

- a. Any action that the Association may take at any meeting of Owners may be taken without a meeting if the Association delivers a written or electronic ballot to every Owner entitled to vote on the matter. A ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action.
- b. All solicitations for votes by ballot or by email must:
 1. Indicate the number of responses needed to meet the quorum requirements
 - a. State the percentage of approvals necessary to approve each matter;
 - b. Specify the time by which a ballot must be delivered to the Association, or an email returned in order to be counted, which time shall not be less than three (3) days after the date that the Association delivers the ballot; and
 - c. Describe procedures, including time, size, and manner, by when Owners wishing to deliver information to all Owners regarding the subject of the vote may do so.
 2. Approval by ballot or email pursuant to this section is only valid if:
 - a. The number of votes cast by ballot or email equals or exceeds the quorum required to be present at a meeting authorizing the action; and
 - b. The number of votes cast by ballot or email in favor of approval equal or exceed the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes by ballot or email.

3. After delivery to the Association, a ballot shall not be revoked by reason of death, disability, or revocation by the person who cast the vote.

Section 15. Conduct of Meeting.

The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of all meetings of the Association and record in a minute book all resolutions adopted, as well as a record of all business and transactions occurring thereat. Roberts Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, other specific provisions of these Bylaws, or the Act.

Section 16. Minutes.

The Association shall maintain minutes of all meetings of its members and Executive Board, a record of all actions taken by the members or Executive Board without a meeting, and a record of all actions taken by a committee of the Executive Board in place of the Executive Board on behalf of the Association.

Section 17. List of Members.

The Association shall maintain a record of its Owners in a form that permits preparation of a list of the names and addresses of all Owners, in alphabetical order by class, showing the number of votes each Owner is entitled to cast.

Section 18. Record Keeping.

The Association shall keep a copy of the following records at the current address of the duly elected secretary of the Association:

- a. Its original or restated Certificate of Incorporation and Bylaws and all amendments to same currently in effect;
- b. The minutes of all Association meetings, and records of all action taken by members without a meeting, for the past three (3) years;
- c. Any financial statements and tax returns of the Association prepared for the past three (3) years, together with the report of the auditors of the financial records;
- d. A list of the names and business addresses of the current members of the Executive Board and Officers;

- e. The Association's most recent study of reserves needed; and
- f. Financial and other records sufficiently detailed to enable the Association to comply with Section 81-409 of the Act.

Section 19. Right of Owners to Inspect Records.

a. Subject to the provisions of this Section, all records kept by the Association, including the Association's Owner list and address, and aggregate salary information of employees of the Association, shall be available for examination and copying by an Owner and the Owner's authorized agent, so long as the request is made in good faith and for a proper purpose related to the Owner's membership in the Association. This right of examination may be exercised: (i) only during reasonable business hours, or at a mutually convenient time and location, and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific records of the Association requested.

b. Subject to the provisions of this Section, all rules governing the Association and other books, records and financial statements of the Association shall be made available for examination and copying by the lenders and the holders and insurers of the first mortgage of any Lot and any prospective purchaser of a Lot in Fork Landing Farms.

c. Records kept by an Association may be withheld from inspection and copying to the extent that they concern:

1. Personnel matters relating to specific persons, or a person's medical records;

2. Contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation;

3. Pending or threatened litigation, arbitration, mediation or other administrative proceedings;

4. Matters involving federal, state or local administrative or other formal proceedings before a government tribunal for enforcement of the Declaration, Bylaws or rules;

5. Communications with legal counsel which are otherwise protected by the attorney-client privilege or the attorney work product doctrine;

6. Disclosure of information in violation of law;

7. Meeting minutes or other confidential records of an executive session of the Executive Board; or

8. Individual Owner files other than those of the requesting Owner.

d. An attorney's files and records relating to the Association are not records of the Association and are not subject to inspection by Owners or production in a legal proceeding for examination by Owners.

e. The Association may charge a fee for providing copies of any of its records, but that fee may not exceed the actual cost of the materials and labor incurred by the Association.

f. The right to copy records of the Association includes the right to receive copies by xerographic or other means, including copies through an electronic transmission if available and so requested by the Owner.

g. The Association is not obligated to compile or synthesize information.

h. Information provided pursuant to these Bylaws may not be used for commercial purposes.

ARTICLE III

OFFICERS OF THE ASSOCIATION

Section 1. Designation.

The principal Officers of the Association shall be the President, the Vice President, the Secretary, the Treasurer, and the Community Regulations Officer, all of whom shall be elected by the Association. All actively serving Officers are voting members of the Executive Board. To be eligible to be elected and hold office, an Officer shall be a Lot Owner in good standing with the Association and reside in Fork Landing Farms.

Section 2. Election of Officers.

All Officers are elected for a two (2) year term, unless filling a vacancy for a previously elected office, in which case, they shall complete the term of office for the position vacated. To stagger the elections so that all officers are not up for re-election in the same year, the President, and the Community Regulations Officer shall be

elected at Annual Meetings occurring in even numbered calendar years. The Vice President, the Secretary, and the Treasurer shall be elected at Annual Meetings occurring in odd numbered calendar years.

Notwithstanding the previous paragraph, the first election shall be held within sixty (60) days of the recording of these revised Bylaws. At the first election, all 5 Officers' positions shall be elected and filled by the Association at a Special Meeting called specifically for the purpose of holding elections. To establish the initial alternating year elections, the President and the Community Regulations Officer shall serve the balance of their term until the next regularly scheduled Annual Meeting occurring in an even numbered calendar year. The Vice President, Secretary, and Treasurer shall serve the balance of their term until the next regularly scheduled Annual Meeting occurring in an odd numbered calendar year.

Section 3. Nominating Committee

The Executive Board may appoint a nominating Committee ahead of each Annual Meeting to recruit at least one candidate to fill each vacancy and announce the names of the nominations at least one week prior to the Annual Meeting. Any Lot Owner may nominate themselves or any other Lot Owner at any time up until 3 days prior to the Annual Meeting.

Section 4. Election Committee and Election Procedure

The Executive Board shall appoint an Election Committee of at least 3 Lot Owners to be present to confidentially tabulate ballots at the meeting. If an Annual Meeting must be held virtually, the election of officers shall occur by ballot or by emails submitted within a designated time period following the Annual Meeting.

Section 5. Removal of Officers.

Upon the affirmative vote of a majority of the members of the Association, any Officer may be removed, either with or without cause, and such Officer's successor may be elected at any regular meeting of the Association, or at any special meeting of the Association called for such purpose. The Owners may consider the question of whether to remove an Officer of the Association:

- a. At any duly called meeting of the Owners at which a quorum is present, if that subject was listed in the notice of the meeting;
- b. At any meeting at which a vote to remove an Officer is to be taken, the Association shall provide a reasonable opportunity to speak before the vote to all persons favoring and opposing removal of that Officer, including without limitation the Officer being considered for removal.

Section 6. Vacancies.

If a vacancy occurs for any reason other than by a vote of the Association to remove the Officer, the remaining members of the Executive Board (provided there are at least 3 Officers still actively serving) will promptly elect a replacement to fill the vacated position for the remaining term of the vacated position. If there are 2 or fewer Officers still actively serving, then the highest-ranking Officer will call a Special Meeting to hold elections for the vacant positions. If there are no Officers left actively serving, the last previously elected President shall call for the Special Meeting to elect all officers.

Section 7. President.

The President shall be the chief executive of the Association. The President shall preside at all meetings of the Association and of the Executive Board. The President 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.

Section 8. Vice President.

The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive 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 or her by the Executive Board or by the President.

Section 9. Secretary.

The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, he or she shall have charge of such books and papers as the Executive Board may direct; and the Secretary 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 10. 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; the Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, or the managing agent, in such depositories as may from time to time be

designated by the Executive Board, and the Treasurer shall, in general, perform all the duties incident to the office of a stock corporation organized under the General Corporation Law of the State of Delaware.

Section 11. Community Regulations Officer ("CRO").

The Community Regulations Officer shall receive and coordinate complaints and Architectural and Landscaping Applications from the community. The CRO shall forward the application to Executive Board members and usher the application through the review and approval process. In the case of complaints from the community, the CRO shall confirm that the complaint is valid and forward the complaint to the Executive Board for action.

Section 12. Agreements. Contracts. Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures shall be approved by the Executive Board and executed by the Officer designated by the Board.

Section 13. 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 Executive Board from time to time.

ARTICLE IV

EXECUTIVE BOARD

Section 1. Number and Qualifications.

The affairs of Fork Landing Farms shall be managed by a Board of Directors known as the Executive Board (the "Executive Board"). The persons actively serving as Officers of the Association, as elected or appointed per Article III of these Bylaws shall de facto serve as voting members of the Executive Board. The Executive Board may appoint an assistant to the Treasurer, an assistant to the Secretary and such other officers as in its judgment may be necessary. The assistants appointed by the Executive Board are for administrative help only and are non-voting members of the Executive Board and their presence does not count towards a quorum for any Executive Board meeting.

Section 2. Powers and Duties.

The Executive Board shall have the powers and duties necessary for the administration of the affairs of Fork Landing Farms and may do all such acts and things as are allowed by the Act or by these Bylaws. The Executive Board shall delegate to one of its members the authority to act on behalf of the Executive Board on all matters relating to the duties of the managing agent, if any, which might arise between meetings of the Executive Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Executive Board shall have the power to, and be responsible for, the following:

- a. Preparation of an annual budget to be presented for approval at the Annual Meeting, in which there shall be proposed the obligation for assessments of each Owner for the common expenses related to Fork Landing Farms.
- b. Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the common elements and services of Fork Landing Farms.
- c. Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the common elements, 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.
- d. 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 Fork Landing Farms.
- e. To impose charges for late payment of assessments.
- f. The power to appoint committees from among the Owners from time to time as the Board may in its discretion decide is appropriate to assist in the conduct of the affairs of Fork Landing Farms.
- g. Opening of bank accounts on behalf of Fork Landing Farms and designating the required signatories.
- h. Making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Common Elements and repairs to, and restoration of the Common Elements, in accordance with the other provisions of the Bylaws, after damage or destruction by fire or other casualty.

i. Enforcing by legal means the provisions of the Declaration and these Bylaws and the rules and regulations for the use of the Common Elements adopted by it and bringing any proceedings which may be instituted on behalf of the Owners.

j. Suspending any privileges of Owners, other than the right of an Owner to vote on any matter submitted to a vote of Owners, or services provided to Owners by the Association (other than those necessary for the habitability of the Owner's Lot) for non-payment of assessments.

k. Levying reasonable fines for violations of the Declaration, these Bylaws, and Rules and Regulations of the Association.

l. Obtaining and carrying insurance against liabilities, as provided in Article VI of these Bylaws, and paying the premium costs thereof.

m. Paying the cost of all services rendered to Fork Landing Farms, and not billed to Owners.

n. Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the operation of Fork Landing Farms, and the administration of Fork Landing Farms, specifying the maintenance and repair expenses of the common elements, and any other expenses incurred, including those for the repair and replacement reserve. The said books shall be available for examination by the Owners, their duly authorized agents or attorneys, during general business hours on working days at the times and in the manner that shall be set and announced by the Executive Board for the general knowledge of the owners. All books and records shall be kept in accordance with good and accepted accounting practices, and the same shall be audited at least every three years, at the discretion of a majority vote of Lot Owners of the Association, by an outside auditor employed by the Executive Board who shall not be a resident of Fork Landing Farms, or an owner of a Lot herein. The cost of such audit shall be a common expense.

o. Notifying the mortgagee of any Lot of any default by the Owner whenever requested in writing by such mortgagee to send such notice.

p. To resolve disputes between and among Owners, and to make decisions regarding disputes related to the interpretation and application of the Declaration, Bylaws and rules and regulations promulgated pursuant thereto.

q. To contract with any third parties, including property management companies, accountants, attorneys, landscapers, engineers, or any other person

selected to assist with the administration of Fork Landing Farms and the duties of the Association.

r. To do such other things and acts not inconsistent with the Act, the Declaration, or these Bylaws which it may be authorized to do by a resolution of the Association.

Section 3. Managing Agent.

The Executive Board may employ for Fork Landing Farms a professional managing agent at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize, including, but not limited to, the duties listed in Section 2 of this Article III. The Executive Board may delegate to the managing agent all of the powers granted to the Executive Board by these Bylaws; except with respect to the powers set forth in paragraphs (b) and (g) of said Section 2; and provided, further, that any action by the managing agent with respect to the powers set forth in paragraphs (d), (h), (j) and (r) of said Section 2 shall require the prior written consent thereof by the Executive Board. No agreement with a professional managing agent may bind the Association unless said agreement provides for the right of the Association to terminate the same without cause or penalty at any time after the Declarant Control Termination Date, upon not more than ninety (90) days' notice. Any such agreement shall be for a reasonable term.

Section 4. Regular Meetings.

Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members and shall be held at least quarterly. Notice of the regular meeting of the Executive Board including the time and place of the meeting and the items on the agenda, including an opportunity for Owners to offer comments to the Executive Board regarding any matter affecting Fork Landing Farms, shall be delivered to each Owner at least fourteen (14) days, but not more than sixty (60) days, prior to the day designated for such meeting. The notice shall state the time and place of the meeting and the items on the agenda, including an opportunity for comments to be made by Owners.

Section 5. Special Meetings.

Special meetings of the Executive Board may be called by the President or by a majority of the Executive Board on fourteen (14) days' notice to each member, given by email or mail, which notice shall state the time, place and purpose of the meeting. Notice of the special meeting of the Executive Board including the time and place of the meeting and the items on the agenda, including an opportunity for Owners to

offer comments to the Executive Board regarding any matter affecting Fork Landing Farms, shall be delivered to each Owner at least fourteen (14) business days, but no more than sixty (60) days, prior to the day designated for such meeting.

Section 6. Working sessions of the Executive Board

The Executive Board may convene as a committee working on special projects to develop recommendations to the Association. These working sessions may be closed or open at the discretion of the Board. No business of the Association may be conducted at these meetings and Minutes of the meeting are not required.

Section 7. Executive Session

a. The Executive Board may adjourn to or call an executive session held for purposes of:

1. Consulting with the Association's lawyer regarding, or board discussion of, litigation, mediation, arbitration, or administrative proceeding, or any contract matters,
2. Labor or personnel matters,
3. Discussing matters relating to contract negotiations, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or
4. Discussion of any complaint from or alleged violation by an Owner, when the Executive Board determines that public knowledge would violate the privacy of the Owner.

Section 8. Action by Ballot or Email.

Any action that the Executive Board may take at any meeting, may be taken without a meeting if the Executive Board votes by ballot or email to approve such action. The number of votes cast by ballot or email must equal or exceed the quorum required to be present at a meeting and the number of number of votes cast by ballot or email to approve such action equals or exceeds the number of votes required to approve the matter at a meeting.

Section 9. Meeting Open to Members

All meetings of the Executive Board (except Executive Sessions or Working Sessions) shall be open to the Owners. If any materials are distributed to Executive Board members before the meeting, the Association shall at the same time make

copies of those materials reasonably available to Owners, except that the Association need not distribute copies of unapproved minutes or materials that are to be considered in an executive session.

Section 10. Telephonic or Video Conferencing.

The Executive Board may meet in a telephonic or video conference call or interactive electronic communication process provided that:

a. The meeting notice indicates that the meeting is to be a telephonic, video, or other conference and, if not a meeting in executive session, provide information as to how Owners may participate in the conference directly or by meeting at a central location or conference connection; and

b. The process must provide all Owners the opportunity to hear the discussion and offer comments as provided in Section 81-308A(b) of the Act.

Section 11. Unanimous Consent.

The Board may approve management decisions, contracts, and Applications by Lot Owners as required by Architectural or Landscaping regulations by Unanimous Consent without holding a meeting. Any action taken by Unanimous Consent must be reported in the minutes of the next meeting of the Board.

Section 12. Waiver of Notice.

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

Section 13. Quorum of Executive Board.

At all meetings of the Executive Board, a minimum of 3 officers of the Executive Board must be present to 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 Executive Board.

Section 14. Compensation.

No Executive 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 an Executive Board member, as approved by the Executive Board from time to time.

Section 15. Conduct of Meetings.

The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Declaration, the Bylaws, or the Act.

Section 16. Liability of the Members of the Executive Board.

The members of the Executive 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 Executive Board members from and against all contractual liability to others arising out of contracts made or action taken by the Executive 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 or of these Bylaws. It is intended that the members of the Executive 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 Executive Board or by the managing agent on behalf of the Owners shall, if obtainable, provide that the members of the Executive Board, or the managing agent, as the case may be, are acting only as agents for the Owners and shall not have personal liability thereunder, and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage interest bears to the percentage interests of all Owners. 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 Executive Board, against expenses (including 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 believes to be in or not opposed to the best interests of the Owners.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Owners.

a. Fiscal Year: The fiscal year of the Association shall run from January 1st to December 31st of each year.

b. Preparation and Approval of Budget.

1. Each year, at least two (2) weeks prior to the Annual Meeting of the Association, the Executive Board shall propose a budget containing an estimate of the total amount which it considers necessary to pay the cost of maintenance, management, operation, repair and replacement of the common elements, insurance premiums, services, supplies and other expenses that may be declared to be common expenses by the Act, the Declaration, the Bylaws or a resolution of the Association, and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of Fork Landing Farms and the rendering to the Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital for Fork Landing Farms, a general operating reserve, and reserves for contingencies and replacements.

2. The Executive Board shall send to each Owner a copy of the budget at least two (2) weeks prior to the Annual Meeting, in a reasonably itemized form which recommends the amount of the common expenses payable by each owner. The said budget shall constitute the basis for determining each Owner's contribution for the common expenses and Fork Landing Farms assessments. Lot Owners attending the Annual Meeting in which there is a quorum may, by majority vote of those present in person or by proxy, amend or adopt the budget.

3. If the Executive Board determines by unanimous vote that a special assessment is necessary in order to respond to an emergency, then the Executive Board may call an emergency meeting of the Association to discuss and vote on the special assessment. In the event the special assessment is approved, notice of the special assessment shall be promptly provided to all Owners, and the Executive Board shall spend the funds paid on account of the special assessment solely for the purposes described in the vote.

4. Assessment for Payment of Common Expenses.

The total amount of estimated funds required for the operation of Fork Landing Farms set forth in the budget for the fiscal year adopted by the Association shall be assessed against each Owner at a uniform rate for all Lots and shall be a lien against each Owner's Lot as of the first day of the fiscal year to which such budget applies. Payment of the annual assessment shall be in two (2) equal installments, due on January 1st and July 1st of each year.

5. Budget Authority.

The Executive Board must stay within the total budget approved by the Association for any fiscal year. The Board shall have the authority to exceed a line item in the budget due to unanticipated costs, but must be able to offset the line items over budget by reducing expenditures in other areas. If the Board determines it is necessary to exceed the total budget, authorization must be obtained from the Association. Except under emergency conditions, the Board may not use this authority to spend on new items not already authorized by the existing budget.

6. Reporting Actual Expenditures.

The Executive Board shall supply to all Owners an itemized accounting of the common expenses for the last ensuing month actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Association. Within ninety (90) days of the end of each fiscal year the Executive Board shall provide Lot Owners with a final end-of-year report itemizing all common expenses and showing the net amount over, or short, of the actual expenditures plus reserves. If at least twenty percent (20%) of the Lot Owners petition the Board in writing within thirty (30) days of the date the Executive Board provides the end-of-year report, a Special Meeting of the Association shall be called to discuss the report and determine if an independent audit is required.

7. HOA expenses for individual Lot Owners.

Any common expense or portion thereof included as part of the common expense budget, but benefiting fewer than all of the Lots, including fees for services provided by the Association to the occupants of individual Lots, shall be assessed exclusively against the Lots so benefitted based on their use and consumption of services.

8. Judgments against Association.

Assessments to pay a judgment against the Association may be made only against the Lots in Fork Landing Farms at the time the judgment was entered, in proportion to their common expense liabilities. If any common expense is caused by the misconduct of any Owner or an Owner's guests or invitees, the Association may assess that expense exclusively against the Lot or Lots of that Owner. If common expense liabilities are reallocated, common expense assessments and any installment thereof not yet due must be recalculated in accordance with the reallocated common expense liabilities.

9. Reserves.

The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the original budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Owner's assessment, the Association may at any time levy a further assessment, which shall be assessed against the Owners according to their respective percentage interests, and which may be payable in a lump sum or in installments as the Association may determine. The Executive Board shall serve notice of any further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted assessment on the dates specified by the Association.

10. Transfer fee on resale of property.

Anytime a Lot is sold in Fork Landing, the purchaser shall pay a transfer fee of an amount equal or less than double the most recent annual assessment to the Association upon the purchase of a Lot improved with a dwelling unit, and subsequent purchasers shall also pay such transfer fee upon each resale of such Lot thereafter. The transfer fee shall be payable at closing on the sale of such Lot and collected from the buyer and promptly delivered to the Association. In the event the transfer fee is not paid within thirty (30) days of closing, the amount of such transfer fee, plus interest at the maximum amount authorized by 25 Del. C. § 81-316, shall become an assessment against such Lot and the Executive Board shall have the right to enforce the obligation in the same manner as an annual assessment, as provided in Section 4 of this Article V.

11. Effect of Failure to Prepare or Adopt Budget.

The failure or delay of the Executive Board or the Association to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his allocable share of the common expense as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, each Owner shall continue to pay the assessment charge at the then existing monthly, quarterly or annual rate last established for the previous fiscal period until each new annual or adjusted budget shall have been adopted by the Association.

12. Accounts.

All sums collected by the Executive Board with respect to assessments against the Owners may be commingled into a single fund, but shall be held for each Owner in accordance with the percentage interest attributable to their Lot. The Association may establish minimal and maximum levels of reserves. If any end-of-year financial report shows Reserves exceeded the maximum, then the Board may propose an appropriate reduction in Owner Assessments for the Lot Owners to consider at the next Annual Meeting.

Section 2. Payment of Common Expenses.

All Owners shall be obligated to pay the common expenses assessed by the Association pursuant to the provisions of this Article V. No Owner may exempt himself or herself from liability for this contribution toward common expenses by waiver of the use or enjoyment of any of the common elements or by the abandonment of the Owner's Lot. No Owner shall be liable for the payment of any part of the common expenses assessed against his Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling owner for all unpaid assessments against the latter for his proportionate share of the common expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Executive Board or managing agent setting forth the amount of the unpaid assessments against the selling owner and such purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien (or, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if a mortgage of a first mortgage of record or other purchaser of a Lot obtains title to the Lot as a result of a public foreclosure sale of a first mortgage, such purchaser, its successors and assigns, shall not be liable for, and such Lot shall not be subject to, a lien for the payment of common expenses assessed prior to the acquisition of title to such Lot by such

purchaser pursuant to the foreclosure sale, except as provided for in 25 Del. C. § 81-316. Such unpaid share of common expenses assessed prior to the acquisition of title to such Lot by such purchaser pursuant to the foreclosure sale shall be collectible from all Owners, including the purchaser of the foreclosure sale, in proportion to their respective percentage interests.

Section 3. Collection of Assessments.

The Executive Board shall take prompt action to collect any assessments for common expenses due from any Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 4. Effect of Non Payment of Assessment.

a. If any assessment is not paid within thirty (30) days from the date when due as above established, then the balance of the established fiscal year assessment (notwithstanding the fact that the Executive Board has allowed for quarterly or monthly installments) shall be deemed immediately due and payable and it shall, together with such interest thereon and the Association's costs of collection thereof and reasonable attorney's fees, as hereinafter provided, establish the right of the Executive Board to foreclose the lien on Fork Landing Farms Lot which shall bind such Lot in the hands of the then Owner. In addition to such lien right, the obligation of the then Owner to pay such assessment shall remain his or her personal obligation and shall not pass to their successors or assigns other than as a lien upon the Lot unless expressly assumed by them. If the assessment is not paid, within thirty (30) days of its due date, the entire fiscal year assessment shall bear interest at the maximum amount authorized by 25 Del. C. § 81-316 from its due date, and the Executive Board may bring an action against the Owner or enforce the lien on the Lot, and in the event judgment is obtained, such judgment shall include interest at the maximum amount authorized by 25 Del. C. § 81-316, reasonable attorneys' fees to obtain and enforce such judgment, and costs as fixed by the court.

b. A lien under this Section is prior to all other liens and encumbrances on a Lot except (i) liens and encumbrances recorded before the recordation of the Declaration, (ii) a first or second security interest on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (iii) liens for real estate taxes and other governmental assessments or charges against the Lot. The lien shall have priority over the security interests on the Lot recorded before the date on which the assessment sought to be enforced became delinquent for an amount not to exceed the aggregate customary common expense assessment against such Lot for six (6) months as determined by the periodic budget adopted by the Association

pursuant to Section 81- 3 I 5(a) of the Act; provided that for the lien to have priority over the security interests on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, the Association with assessments shall have recorded in the county in which Fork Landing Farms is located a document which contains the name of the Association, the address, a contact telephone number, a contact email address and a web-site address, if any. In addition, the Association shall have recorded at any time, but not less than thirty (30) days prior to the Sheriffs sale of a Lot in Fork Landing Farms for which common expense assessments are due, a statement of lien which shall include a description of such Lot, the name of the record owner, the amount due and the date due, the amount paid for recording the statement of lien and the amount required to be paid for filing a termination thereof upon payment, and the signature and notarized statement of an Officer of the Association that the amount described in the statement of lien is correct and due and owing. Upon payment of the amount due, the payer shall be entitled to a recordable termination of lien for the amount paid. The liens recorded pursuant to this paragraph shall expire on the first day of the sixtieth (60th) month after recording. This subsection does not affect the priority of mechanics' or materialmen's liens, nor the priority of liens for other assessments made by the Association. The lien under this subsection is not subject to the provisions of homestead or other exemptions.

c. A lien for unpaid assessments under this Section is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessments becomes due; provided, that if an Owner of a Lot subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code [11 U.S.C. § 101 et seq.], the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under § 362 of the Bankruptcy Code [11 U.S.C. § 362] is lifted.

d. A judgment or decree in any action brought under this section shall include the Associations' costs and reasonable attorney's fees.

e. The Association, upon written request, shall furnish to an Owner a statement setting forth the amount of unpaid assessments against their Lot. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every Owner.

f. The Association's lien may be foreclosed or executed upon as follows:

1. The Association's lien must be foreclosed in like manner as a

mortgage on real estate by equitable foreclosure or executed upon by other lawful procedures provided for in the Declaration;

2. In the case of foreclosure, the Association shall give reasonable notice of its action to all lien holders of the Lot whose interest would be affected and to all other persons as would be required under applicable law for the foreclosure of a mortgage on real estate.

3. The following restrictions apply to any action by the Association to foreclose its lien under this section:

- i. No foreclosure action may be commenced unless: (A) the Owner, at the time the action is commenced, owes a sum equal to at least three (3) months of common expense assessments based on the periodic budget last adopted by the Association pursuant to § 81-315(a) of the Act; and (B) the Executive Board expressly votes to commence a foreclosure action against that specific Lot.
- ii. The Association shall apply any sums paid by Owners who are delinquent in paying assessments as follows: (i) first, to unpaid assessments; (ii) then to late charges; (iii) then to attorney's fees and other reasonable collection charges and costs; and (iv) finally, to all other unpaid fees, charges, penalties, interest and late charges.
- iii. If the only sums due with respect to a Lot consist of fines and related sums levied against that Lot, a foreclosure action may not be commenced against that Lot unless the Association has first secured a judgment against the Owner with respect to those fines and has perfected a judgment lien against the Lot under state law.

Section 5. Other Liens.

Whether perfected before or after the creation of Fork Landing Farms, if a lien, other than a deed of trust or mortgage (including a judgment lien or lien attributable to work performed or materials supplied before creation of Fork Landing Farms), becomes effective against two (2) or more Lots, the Owner of an affected Lot may pay to the lien holder the amount of the lien attributable to the Owner's Lot, and the lien holder, upon receipt of payment, promptly shall deliver a release of the lien covering that Lot. The amount of the payment must be proportionate to the ratio which that Owner's common expense liability bears to the common expense liabilities of all Owners whose Lots are subject to the lien. After payment, the Association may not assess or have a lien against that Owner's

Lot for any portion of the common expenses incurred in connection with that lien.

Section 6. Statement of Common Expenses.

The Executive Board shall promptly provide any Owner so requesting the same in writing, with a written statement of all unpaid assessments for common expenses due from such owner.

Section 7. Maintenance and Repair.

a. By the Executive Board/Assessed to All Owners. The Executive Board shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expense shall be charged to such owner) of the following, the costs of which shall be charged to all Owners as a common expense:

1. All of the common areas in Fork Landing Farms.
2. Utilities and infrastructure in all common areas in Fork Landing Farms.
3. All incidental damage caused to any Lot by such work as may be done or caused to be done by the Executive Board in accordance therewith.
4. Maintenance of landscaping and provisions for landscaping the common areas in Fork Landing Farms.

b. Manner of Repair and Replacement. All repairs and replacements shall be the same or substantially similar to the original construction and installation and be of a quality at least equivalent to the original construction. The method of approving payment vouchers for all common elements and improvements, repairs and replacements shall be determined by the Executive Board.

Section 8. Restriction on Use of Lot.

Each Lot and the common areas shall be occupied and used in accordance with the provisions of the Declaration.

Section 9. Rules and Regulations

- a. Rules and regulations concerning the operations and use of the

common areas may be promulgated and amended by the Association, provided that such rules and regulations are not contrary to or inconsistent with the Act, the Declaration, or these Bylaws.

b. The Association may adopt rules to establish and enforce construction and design criteria and aesthetic standards. If it does so, the Association must also adopt procedures for enforcement of those standards and for approval of applications, including a reasonable time within which the Association must act after an application is submitted.

c. The Association may regulate the display of American flags or political signs within Fork Landing Farms. A rule regulating display of the flag of the United States must be consistent with federal law, but the rule may not prohibit the right of an Owner to display the flag of the United States, measuring up to three (3) feet by five (5) feet, on a pole attached to the exterior wall of that Owner's Lot, at a location or point on such wall deemed by the Executive Board to be structurally suitable for attachment.

d. The Association may regulate the size and location of any "For Sale" sign provided that no rule may prohibit the right of an Owner to display a "For Sale" sign, measuring up to eighteen (18) by twenty-four (24) inches (18" x 24"), on the front side of the Owner's Lot. The "For Sale" sign shall be entitled "For Sale" and may contain such information as accurately describes the Lot and any applicable names, addresses, and phone numbers of the person or persons who are offering the Lot for sale.

e. The Association may adopt rules that affect the use of or behavior in Lots that may be used for residential purposes to:

1. Prevent any use of a Lot which violates the Declaration;
2. Regulate any behavior in or occupancy of a Lot which violates the Declaration or adversely affects the use and enjoyment of other Lots or the Common Elements by other Owners; or
3. Restrict the leasing of residential Lots to the extent those rules are reasonably designed to meet underwriting requirements of institutional lenders who regularly lend money secured by first mortgages on Lots in common interest communities or regularly purchase those mortgages.

f. All rules adopted by the Association must be reasonable.

g. The Executive Board shall maintain on a current basis for reference by Owners' tenants a complete statement of all rules.

h. The Owner shall obtain from the Executive Board and deliver to or otherwise make available to each tenant of the Owner's Lot, at the time the lease is executed or, in the absence of a written lease, when the tenancy begins, a current copy of the rules for Fork Landing Farms as furnished by the Executive Board, and shall deliver to or otherwise make available to the tenant a copy of any additions or revisions to the rules as such additions or revisions are adopted and noticed to the Owners by the Executive Board.

i. A tenant shall be bound to comply with the noticed rules, and the Owner leasing to the tenant shall take all lawful action against a tenant who materially violates the noticed rules.

j. By entering into a lease for a Lot, the Owner of that Lot irrevocably appoints the Executive Board as attorney-in-fact coupled with an interest to enforce the noticed rules against the tenant of that lease, including the right to terminate the lease and bring a Summary Proceeding for Possession, in the event that the Owner shall fail, within a reasonable time after written demand by the Executive Board, to take what the Executive Board reasonably regards as adequate enforcement action against the tenant in material violation of noticed rules. In the event of enforcement action (including any Summary Proceeding for Possession at law or a petition for injunctive relief in equity) under this subsection, the tenant shall have no resort to any defense based upon lack of contractual privity with the Executive Board.

ARTICLE VI

INSURANCE

Section 1. Authority to Purchase

a. The Association shall maintain general liability insurance, including medical payments insurance, covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the common areas, to include coverage for the Executive Board, any agents, and all Owners arising out of their interest in the Association in an amount of at least \$1,000,000 per occurrence or \$1,000,000 in the aggregate. The policy shall include an endorsement under which the rights of an insured under the policy shall not be prejudiced with respect to an action against another named insured. The policy shall also recognize that no act or

omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy. It shall be the responsibility of each Owner to maintain its own liability coverage with respect to any Lot it owns.

b. The Association shall maintain property coverage for any improvements in the common areas, or personal property under the care of the Association or as may be located on any common area in an amount that is at least 80% of the cost to replace the same, unless the Executive Board identifies and segregates reserves of the Association sufficient to self-insure any property item. The policy shall also recognize that no act or omission by any Owner, unless acting within the scope of the Owner's authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy. Each Owner shall be responsible for obtaining property insurance for any property or improvements owned by Owner or as may be located on any Lot owned by Owner.

c. The Executive Board shall obtain fidelity insurance.

d. The Executive Board may obtain such other insurance as it may deem appropriate or as may be required by law.

Section 2. Insurance Trustee.

a. The Executive Board shall have the right to designate any bank, trust company, savings and loan Association, building loan Association, insurance company, any institutional lender or any bonded person or entity as the insurance trustee, and all parties beneficially interested in such coverage shall be bound thereby. The insurance trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of these Bylaws.

b. The insurance trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the Owners and their respective mortgagees.

Section 3. Executive Board as Agent.

The Executive Board is hereby irrevocably appointed the agent for each Owner and for each mortgagee of a Lot and for each owner of any other interest

in the Property to adjust all claims arising under insurance policies purchased by the Executive Board and to execute and deliver releases upon the payment of claims.

Section 4. Premiums.

Premiums upon all insurance policies purchased by the Executive Board shall be deemed to be a common expense.

Section 5. Unacceptable Insurance Policies

Insurance policies are unacceptable where:

- a. Under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against borrowers, Federal National Mortgage Association ("FNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), or the designee of FNMA or FHLMC; or
- b. By the terms of the insurance carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or
- c. The policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.
- d. The insurance carrier is not licensed to issue insurance in the State of Delaware or has an A.M. Best Company Rating of B- or below.

ARTICLE VII

CONDEMNATION

Whenever all or any part of the common areas of Fork Landing Farms shall be taken by condemnation or eminent domain, or is conveyed in lieu thereby the Executive Board acting on the agreement of at least seventy-five percent (75%) of the total vote of the Association, all holders of first mortgages on Lots to which at least fifty-one percent (51%) of the votes of Lots subject to mortgages held are allocated, then the award or the proceeds collected for such taking or sale in lieu thereof shall be payable to the Association and shall be disbursed or held as follows:

- a. If the taking or sale in lieu thereof involves a portion of the common areas on which improvements have been constructed, then, unless within sixty

(60) days after such taking, at least seventy-five percent (75%) of the total membership of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken to the extent practicable on the remaining lands included in the common areas which are available therefor, in accordance with the plans approved by the Executive Board. If the award or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund established for such purpose, the Association must levy a special assessment against all Owners, such special assessment to be in an amount sufficient to provide funds to pay such excess cost of repair or reconstruction. Such special assessment shall be levied against the Owners equally in the same manner as annual assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds shall be retained by and for the benefit of the Association.

b. If the taking or sale in lieu thereof does not involve any improvements to the common areas or if there are funds remaining after such restoration or replacement of such improvements are completed, then the award, proceeds or net funds shall be retained by and for the benefit of the Association.

c. If the taking or sale in lieu thereof includes all or any part of a Lot and includes any part of the common areas, then a court of competent jurisdiction shall apportion such award or proceeds and such award or proceeds shall be disbursed to the Association and the owners so affected so as to give just compensation to the owners of any Lot, together with the mortgagees for such Lots; provided, however, such apportionment may instead be resolved by the agreement of: (1) the Executive Board and (2) the owners of all Lots wholly or partially taken or sold, together with the mortgagees for such Lots.

ARTICLE VIII

MORTGAGES

Section 1. Notice to the Executive Board.

An Owner who mortgages his Lot shall notify the Executive Board of the name and address of his mortgagee.

Section 2. Notice of Unpaid Assessments for Common Expenses.

The Executive Board, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid assessments for common expenses due from,

or any other default by, the owner of the mortgaged Lot.

Section 3. Notice of Default.

The Executive Board, when giving notice to an Owner of a default in paying an assessment for common expenses, or any other default, may send a copy of such notice to each holder of a mortgage covering such owner's Lot whose name and address has been furnished to the Executive Board.

Section 4. First Lien Holder's Rights.

a. A First Lien Holder shall mean a holder, insurer, or guarantor of a first mortgage on any Lot in Fork Landing Farms.

b. Notices of Action. A First Lien Holder, upon written request to the Association (such request shall state the name and address of such First Lien Holder and the Lot Number which secures the lien of the First Lien Holder), shall be entitled to timely written notice of:

1. Any proposed amendment of the Declaration, Declaration Plan, and/or Bylaws effecting a change in:

(i) The boundaries of any Lot or the exclusive easement rights appertaining thereto;

(ii) The number of votes in the Association appertaining to any Lot;

(iii) The purposes to which any Lot or the Common Areas are restricted; or

(iv) Any proposed action that requires the consent of a specified percentage of mortgagees.

2. Any proposed termination in Fork Landing Farms regime.

3. Any delinquency in the payment of assessments or charges owed by an owner of a Lot subject to the mortgage of such eligible First Lien Holder, where such delinquency has continued for a period of sixty (60) days; or

4. Any lapse, cancellation, or material modification to any insurance policy maintained by the Association pursuant to these Bylaws and any subsequent amendment thereto.

5. Other Provisions for First Lien Holders.

Termination of the Association. Any election to terminate the Association after substantial destruction or a substantial taking of the common areas must require the approval of First Lien Holders to which at least fifty-one percent (51%) of the votes of Lots subject to mortgages held by such eligible holders are allocated.

ARTICLE IX

COMPLIANCE AND DEFAULT

Section 1. Relief.

Each owner of a Lot shall be governed by and shall comply with, all of the terms of the Declaration, the Bylaws and the rules and regulations of the Association, and any amendments of the same. A default by an Owner shall entitle the Association, acting through its Executive Board or through the managing agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Declaration, these Bylaws and the rules and regulations of the Executive Board shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Executive Board, the managing agent or, if appropriate, by any aggrieved owner.

(b) Additional Liability. Each Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by their act or neglect, or the carelessness or negligence of any member of their family or employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation, or the right of the Association to recover any deductible or out of pocket expense arising from such maintenance, repair or replacement.

(c) Costs and Attorneys' Fees. In any proceeding arising out of a default by an owner, the Executive Board shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court, or arbitrator.

(d) No Waiver of Rights. The failure of the Association, the Executive Board or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Bylaws or the rules and regulations of the Executive Board shall not constitute a waiver of the right of the Association, the Executive Board or the Owners to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any owner pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the rules and regulations of the Executive Board shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by the Declaration, these Bylaws or the rules and regulations of the Executive Board or at law or in equity.

(e) Interest. In the event of a default by any owner in paying any common expenses or other sum assessed against him which continues for a period in excess of thirty (30) days after its due date, such Owner shall be obligated to pay interest on the amounts due at the maximum rate authorized by 25 Del. C., § 81-316 from the due date thereof

(f) Abatement and Enjoinment of Violations by Owners. The violation of any rule or regulation adopted by the Executive Board, or the breach of any regulation contained herein, or the breach of any provision of the Declaration, entitles the Executive Board to all available rights pursuant to law or set forth in these Bylaws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. Lien for Contributions.

(a) The total annual contribution of each Owner for the common expenses pursuant to Article V, Section 1 of these Bylaws is hereby declared to be a lien levied against the Lot of such owner, which lien shall be effective as of the first day of each fiscal year of Fork Landing Farms. The Executive Board, or the managing agent, may file or record such other or further notice of lien, or such other or further document as may be required by the then laws of the State of Delaware to confirm the establishment of such lien.

(b) In any case where an assessment against an Owner is payable in installments, upon a default by such Owner in the payment of any single installment, which continues for thirty (30) days after its due date, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Owner by the Executive

Board or the managing agent.

(c) The lien for contribution may be foreclosed in the manner provided by the laws of the State of Delaware by suit brought in the name of the Executive Board, or the managing agent, acting on behalf of the Association.

(d) Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

(e) The lien for contributions shall be subordinate to liens of any first mortgagee.

ARTICLE X

AMENDMENTS TO BYLAWS

Section 1. Amendments.

Except as otherwise provided in this section, these Bylaws may be modified or amended either (1) by a vote of two thirds (2/3) of the Owners of all Lots 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 (2) pursuant to a written instrument duly executed by a two-thirds (2/3) of the Owners of all Lots;

Section 2. Recording.

A modification or amendment of these Bylaws shall become effective only if such modification or amendment is recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware.

Section 3. Conflicts.

No modification or amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act. A modification or amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of Fork Landing Farms, and all Owners shall be bound to abide by such modification or amendment.

Section 4. Approval of Mortgagees.

These Bylaws contain provisions concerning various rights, priorities,

remedies interest of the mortgagees of Lots. Such provisions herein are to be construed as covenants for the protection of the mortgagees on which they may rely in making loans secured by mortgages on the Lots. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of such mortgagee. If there are more than one mortgagee holding mortgages on the Lots, it shall be sufficient to obtain the written consent of the mortgage or mortgagees at least fifty-one percent (51%) of the Lots encumbered by mortgages. Pursuant to 25 Del. C. § 81-217(i), consent of a mortgagee holding a mortgage on a Lot shall be deemed granted when a mortgagee fails to submit a response to any written proposal for an amendment within forty five (45) days after service of proper notice of the proposal, provided the notice was sent by certified or registered mail with a "return receipt" requested. No amendment or modification of these Bylaws affecting material rights of the Owners including the following: priority of assessment liens, responsibility for maintenance and repairs, insurance or fidelity bonds, leasing of Lots, impositions of any restriction on an Owner's right to sell or transfer his or her Lot, or manner or method of restoration or repair after a hazard damage or partial condemnation shall be effective unless approved by at least sixty-seven percent (67%) of the Owners under the other terms and conditions set out in Section 1.

ARTICLE XI

MISCELLANEOUS

Section 1. Notices.

All notices shall be provided by any method permitted under § 81-127 of the Act.

Section 2. Invalidity.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender.

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 5. Conflicts.

These Bylaws and the Declaration are promulgated under the provisions of 25 Del. C., Chapter 81; and in the event of any conflicts between said documents and the provisions of 25 Del. C., Chapter 81, the provisions of 25 Del. C., Chapter 81 shall be controlling; however, to the extent possible, these documents should be interpreted to conform with said statutory provisions.

Section 6. Additional Documentation.

Exhibit "A" attached hereto includes: (a) a parcel list for the subdivision; (b) the legal description of the subdivision; and (c) a copy of the Amended Record Plan. Exhibit "B" attached hereto contains the record of voting by the owners of record within Fork Landing Farms regarding the proposed Revisions to the 2016 Bylaws.

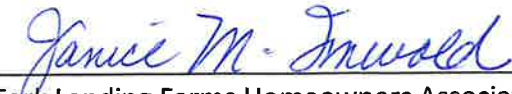
November 11, 2022

IN WITNESS WHEREOF, Fork Landing Farms Homeowners Association, Inc. has caused these presents to be duly executed this 12TH day of December, 2022.



Fork Landing Farms Homeowners Association, Inc.
By: K. Adrian Hunnings, President

Attest:



Fork Landing Farms Homeowners Association, Inc.
By: Janice M. Imwold, Secretary

STATE OF DELAWARE :

:

COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 12th day of December, 2022, personally came before me, the subscriber a Notary for the State and County aforesaid, K. Adrian Hunnings and Janice M. Imwold, President and Secretary, respectively, of Fork Landing Farms Homeowners Association, Inc., a Delaware corporation, party to this Instrument, who each produced proof as to identification, and acknowledged this Instrument to be the act and deed of said corporation and that the act of sealing, executing, acknowledging and delivering said Instrument is upon behalf of said corporation.

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



Notary Public

My Commission expires: July 10, 2024



EXHIBIT A

Fork Landing Farm - PARCEL LIST								
District	Map	Parcel	Lot#		District	Map	Parcel	Lot#
330	7.18	26	Pump		330	7.18	82	40
330	7.18	27	Common		330	7.18	83	41
330	7.18	43	1		330	7.18	84	42
330	7.18	44	2		330	7.18	85	43
330	7.18	45	3		330	7.18	86 & 87	44
330	7.18	46	4		330	7.18	88 & 89	46
330	7.18	47	5		330	7.18	90 & 91	48
330	7.18	48	6		330	7.18	92 & 93	50
330	7.18	49	7		330	7.18	94 & 95	52
330	7.18	50	8		330	7.18	96	54
330	7.18	51	9		330	7.18	97	55
330	7.18	52	10		330	7.18	98	56
330	7.18	53	11		330	7.18	99	57
330	7.18	54	12		330	7.18	100 & 101	58
330	7.18	55	13		330	7.18	102 & 103	60
330	7.18	56	14		330	7.18	104 & 105	62
330	7.18	57	15		330	7.18	106 & 107	64
330	7.18	58	16		330	7.18	108 & 109	66
330	7.18	59	17		330	7.18	110	68
330	7.18	60	18		330	7.18	111	69
330	7.18	61	19		330	7.18	112	70
330	7.18	62	20		330	7.18	113	71
330	7.18	63	21		330	7.18	114 & 115	72
330	7.18	64	22		330	7.18	116 & 117	74
330	7.18	65	23		330	7.18	118 & 119	76
330	7.18	66	24					
330	7.18	67	25					
330	7.18	68	26					
330	7.18	69	27					
330	7.18	70	28					
330	7.18	71	29					
330	7.18	72	30					
330	7.18	73	31					
330	7.18	74	32					
330	7.18	75	33					
330	7.18	76	34					
330	7.18	77	35					
330	7.18	78	36					
330	7.18	79	37					
330	7.18	80	38					
330	7.18	81	39					

Exhibit A

Tract One:

All that certain piece, parcel and tract of land situate on the East side of public road leading from the Town of Milford to Cedar Beach, in the County of Sussex and State of Delaware, as described according to a plot plan prepared by Charles D. Murphy Associates, Inc., Land Surveyors, dated August 18, 2005, and being more particularly described as follows, to wit:

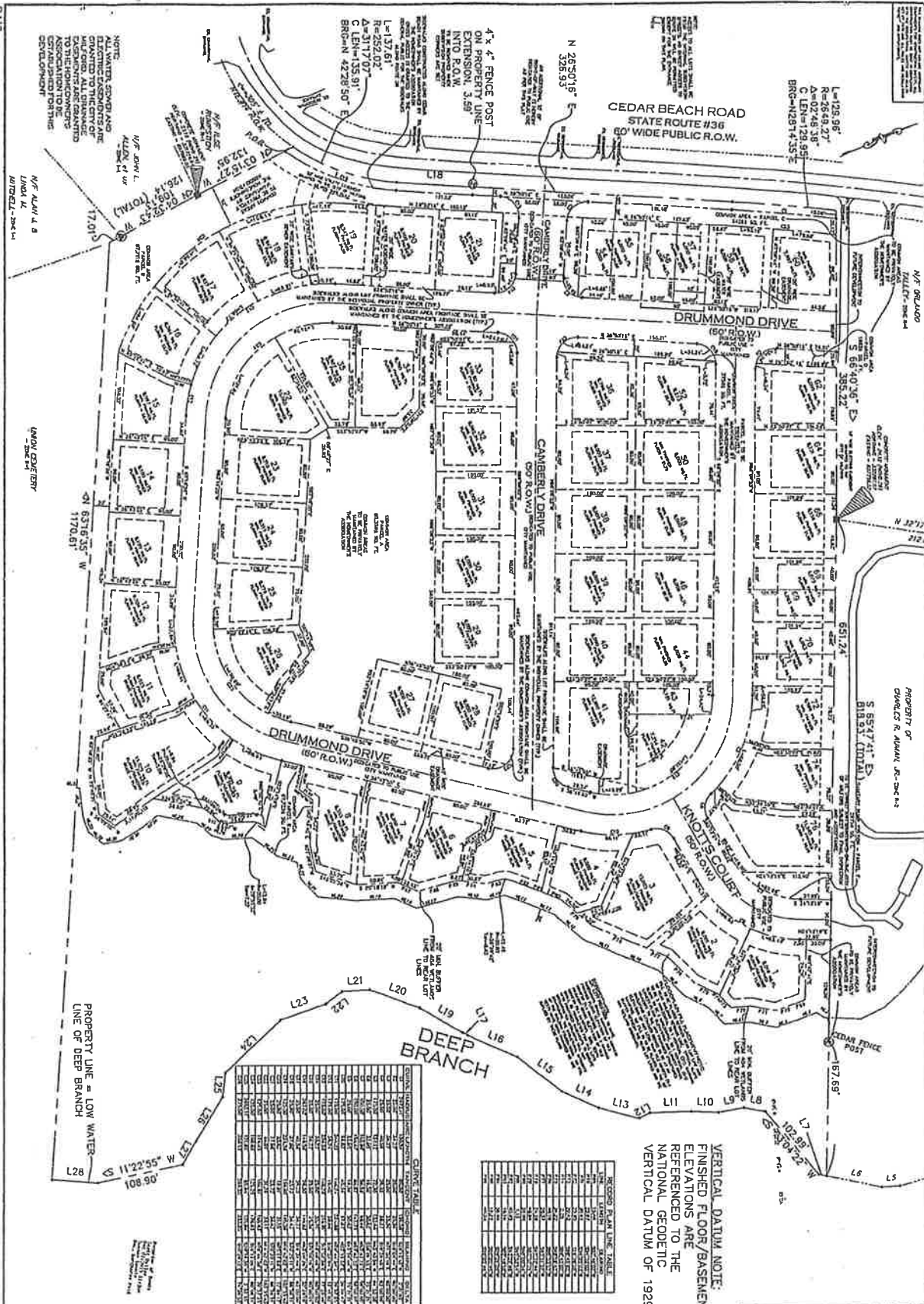
Beginning on the Easterly right of way line of State Route 26, a corner for these lands and lands now or formerly of Ilse Rumpstich; thence with a curve to the left, having a length of 137.61 feet, a radius of 252.02 feet, North 42 degrees 28 minutes 50 seconds East to a fence post located on the Easterly right of way line of State Route 36, a corner for these lands and lands now or formerly of Fork Landing Farms, L.L.C.; thence by and with the line of lands of Fork Landing Farms, L.L.C., North 65 degrees 59 minutes 57 seconds West 1054.23 feet to a point located along the low water line of Deep Branch; thence turning and running by and with the low water line of Deep Branch the following 11 courses and distances: (1) South 53 degrees 04 minutes 07 seconds West 61.83 feet; (2) South 43 degrees 08 minutes 56 seconds West 66.22 feet; (3) South 20 degrees 02 minutes 21 seconds West 34.35 feet; (4) South 13 degrees 42 minutes 10 seconds East 25.12 feet; (5) South 04 degrees 09 minutes 47 seconds West 60.15 feet; (6) South 20 degrees 57 minutes 10 seconds East 95.09 feet; (7) South 60 degrees 58 minutes 48 seconds East 30.34 feet; (8) South 34 degrees 57 minutes 08 seconds East 64.59 feet; (9) South 37 degrees 09 minutes 26 seconds East 33.40 feet; (10) South 11 degrees 22 minutes 55 seconds West 108.90 feet; (11) South 27 degrees 50 minutes 31 seconds West 56.69 feet to a point and Union Cemetery; thence turning and running by and with the line of lands of Union Cemetery, North 63 degrees 76 minutes 35 seconds West 1170.61 feet to a point and lands now or formerly of Alan J. & Linda M. Mitchell; thence turning and running by and with the line of lands now or formerly of Alan J. & Linda W. Mitchell, John L. Allen et ux, and Ilse Rumpstich, North 04 degrees 32 minutes 43 seconds West 17.01 feet to a found re-bar; thence continuing North 04 degrees 32 minutes 43 seconds West 109.13 feet to a found concrete monument; thence North 03 degrees 15 minutes 27 seconds West 132.95 feet to a point located on the Easterly right of way line of State Route 36, the point and place of beginning, containing 12.1894 acres of land, be the same more or less.

Tract Two:

All that certain piece, parcel and tract of land situate in Cedar Creek Hundred, Sussex County and State of Delaware, lying and being on the east side of the public road leading from Milford to Cedar Beach, adjoining lands now or formerly of Elizabeth Stuart, lands now or formerly of Hattie J. Prettyman and lands of others. Containing ten (10) acres of land, be the same more or less.

Both tracts also being described as all those certain lots, pieces and parcels of land situate on the East side of public road leading from the Town of Milford to Cedar Beach, in the City of Milford, Sussex County, State of Delaware, and as being more particularly described according to a plot of Fork Landing Farm, L.L.C., as prepared by Axiom Engineering, L.L.C., dated August 18, 2006 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 117 page 157, as revised by a plot prepared by Axiom Engineering, L.L.C., dated November 25, 2015 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware in Plot Book 222, page 84.

C-112



PROJECT NO
0029-0501

DRAWN BY
C-2

SHEET
2 OF 17



NO.	REVISION	DATE	BY	CHK
1	ISSUED FOR PERMIT	10/26/10	AM	AM
2	REVISED PER COMMENTS	11/18/10	AM	AM
3	REVISED PER COMMENTS	12/03/10	AM	AM
4	REVISED PER COMMENTS	12/03/10	AM	AM
5	REVISED PER COMMENTS	12/03/10	AM	AM
6	REVISED PER COMMENTS	12/03/10	AM	AM
7	REVISED PER COMMENTS	12/03/10	AM	AM
8	REVISED PER COMMENTS	12/03/10	AM	AM
9	REVISED PER COMMENTS	12/03/10	AM	AM
10	REVISED PER COMMENTS	12/03/10	AM	AM



AXIOM
ENGINEERING LLC.

118 CHESTNUT STREET
SUITE 500
DELTRENT, DE 19804
TEL: 302-441-1111
FAX: 302-441-1112
WWW.AXIOMENR.COM

RECORDED PLAT LINE TABLE

PLAT	DATE	BOOK	PAGE
1	10/26/10	100	1
2	11/18/10	100	2
3	12/03/10	100	3
4	12/03/10	100	4
5	12/03/10	100	5
6	12/03/10	100	6
7	12/03/10	100	7
8	12/03/10	100	8
9	12/03/10	100	9
10	12/03/10	100	10

VERTICAL DATUM NOTE:
FINISHED FLOOR/BASEMENT
ELEVATIONS ARE
REFERENCED TO THE
NATIONAL GEODETIC
VERTICAL DATUM OF 1929.

RECORD PLAN
LANDS OF
FORK LANDING FARM, L.L.C.
MAJOR SUBDIVISION
CITY OF MILFORD, SUSSEX COUNTY, DELAWARE

NO.	REVISION	DATE	BY	CHK
1	ISSUED FOR PERMIT	10/26/10	AM	AM
2	REVISED PER COMMENTS	11/18/10	AM	AM
3	REVISED PER COMMENTS	12/03/10	AM	AM
4	REVISED PER COMMENTS	12/03/10	AM	AM
5	REVISED PER COMMENTS	12/03/10	AM	AM
6	REVISED PER COMMENTS	12/03/10	AM	AM
7	REVISED PER COMMENTS	12/03/10	AM	AM
8	REVISED PER COMMENTS	12/03/10	AM	AM
9	REVISED PER COMMENTS	12/03/10	AM	AM
10	REVISED PER COMMENTS	12/03/10	AM	AM

EXHIBIT B

Revisions to the Bylaws For Fork Landing Farms HOA, Inc.

The person signing below attest that they are an owner to the Lot and Address described below and all other owners to that Lot, if any, have designated them to represent the Lot for purposing of approving or not approving the Revisions to the Declaration and have received a copy of the Revised Declaration dated November 11, 2022.

Street Address	Lot #	Print Name	Signature	Yes /No	Date
19602 Drummond	8	KATHLEEN K. HUNNINGS	<i>Kathleen K. Hunnings</i>	Yes	11/16/2022
5613 CAMBERLY DR.	41	ROSEMARIE BRENNAN	<i>Rosemarie Brennan</i>	Yes	11/20/2022
19593 Drummond	26	Brian Baer	<i>Brian Baer</i>	Yes	11/20/2022
19642 Drummond	64	SHERI DOYLE	<i>Sheri Doyle</i>	Yes	11/20/2022
5666 CAMBERLY DR	30	MICHAEL MCLAREN	<i>Michael McLaren</i>	Yes	11-20-2022
19605 Drummond Dr	28	LINDA DELLAMORA	<i>Linda Dellamora</i>	Yes	11/24/22
19625 Drummond Dr	43	MARK S. WAMMETT	<i>Mark S. Wammett</i>	Yes	11/28/22
19687 DRUMMOND DRIVE	44	KUNAL CHEIS SAMAROO	<i>Kunal Cheis Samaroo</i>	Yes	11/29/2022
19634 Drummond Drive	66	Rebecca Taylor	<i>Rebecca Taylor</i>	Yes	11-30-22
19585 DRUMMOND DR.	23	S. V. LEGER	<i>S. V. Leger</i>	Yes	12-2-22
19631 DRUMMOND DR	45	KATHLEEN M. QUINN	<i>Kathleen M. Quinn</i>	Yes	12/2/22

Revisions to the Bylaws For Fork Landing Farms HOA, Inc.

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19603 Drummond DR MILFORD, DE	29	CAEL BUZZEK		YES	11/18/2022
19608 Drummond DR MILFORD, DE 19963	5	REGINA BUCKLEY		Yes	11/18/2022
19619 Drummond Dr MILFORD	42	Deseray Frazzetta		Yes	11/18/2022
19576 Drummond Dr MILFORD DE 19963	18	Tony Wood		Yes	11/20/2022
5603 Camberly Drive	37	Molly Chin		Yes	11/27/22
5600 CAMBERLY DRIVE	33	JAMES GUARDINO NICOLE STELLER		YES	11/30/22
5601 CAMBERLY DRIVE	36	JEANINE RONSEY		Yes	12/5/22
5604 CAMBERLY DRIVE	31	PATRICE Mc GLOVE HOWARD PFISTER		YES	12-3-2022
5605 CAMBERLY DR	38	ROBERT GRAMLING PATRICIA GRAMLING		NO	11/30/22
5607 CAMBERLY DR	39	MICHAEL DUNCAN KAREN DUNCAN		Yes	12/02/22
19550 Drummond DR	60	BASTIAN LEX FORSYTHE SERGIO FORSYTHE	 SETUP E-MAIL	NO	12/3/2022












Revisions to the Bylaws For Fork Landing Farms HOA, Inc.

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19596 Drummond	9	Melissa Rousey	Melissa Rousey	Yes	11/20/22
5602 CAMBERLY DRIVE	32	ROBERT WHITE	Robert White	YES	11.20.22
19586 DEUM	14	Sharon Stolinski	Sharon Stolinski	yes	11/29/22
19592 DELUM	11	John Ferrell	John Ferrell	yes	11/29/22
19572 Drummond Dr	20	Margaret Miller	ML Miller	UD	11/30/22
19587 Drummond	16	Jonathan Berryberry	Jonathan Berryberry	Yes	11/30/2022
19584 Drummond	15	JUDITH RUCKENSTEIN	Jo Ann Ruckenstein	NO	12/1/2022
19635 DRUMMOND	48	ANGELA ATKINSON	Angela Atkinson	Yes	12/4/2022
8604 KNOTTS COURT	3	TIMOTHY P. LONG	T. Long SIGNED BY EMAIL	YES	12/1/2022

Revisions to the Bylaws For Fork Landing Farms HOA, Inc.

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19604 Drummond Dr	7	ADRIAN HUNNINGS		YES	11-15-2022
19573 Drummond Dr	34	TIMOTHY BROWN		YES	15 Nov 2022
5608 CAMBERLY 19923	29	MICHAEL GILES		YES	11/16/2022
19606 Drummond	6	Dan Masten		yes	11/20/22
5609 Camberly Dr	40	Brenda Simmons		yes	11/20/22
19580 Drummond	17	WILLIAM ROCHE		YES	11/20/22
8608 Knotts Ct	2	ADRIAN HUNNINGS		YES	11/29/22
19630 Drummond Dr	70	MARLENE FURANIC		YES	11/29/22
19078 Drummond Dr.	71	MARY WOODWARD		YES	11/29/22
8608 Knotts Ct	1	Charles Shirron		yes	11/30/2022
19626 Drummond Dr	73	Bryanna Dahl		yes	12/4/2022

Revisions to the Bylaws For Fork Landing Farms HOA, Inc.

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19594 Drummond Rd	10	JANICE IMWOLD	JANICE IMWOLD	Yes	11/20/22
19610 Drummond Dr.	4	JACALYN GRIFFIN	JACALYN GRIFFIN	Yes	11/20/22
19570 Drummond	21	ARRICK OZIMEK	ARRICK OZIMEK	YES	11/22/22
19639 Drummond	50	KURT BOEGGI	KURT BOEGGI	YES	11/23/22
2007 Knotts Court	76	KATHERINE CLARK	KATHERINE CLARK	Yes	11-26-22
19587 Drummond Dr.	24	HARRY COCHRAN	HARRY COCHRAN	Yes	11/26/22
19590 Drummond Dr.	12	RICHARD LEONARD	RICHARD LEONARD	Yes	11/20/22
19591 Drummond Dr	25	MARIONA EATVED	MARIONA EATVED	yes	12/01/22
19583 Drummond Dr	22	GALEA BRIDEN	GALEA BRIDEN	YES	12/3/22

Revisions to the Bylaws For Fork Landing Farms HOA, Inc.

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Street Address	Lot #	Print Name	Signature	Yes /No	Date
19644 Drummond	62	RONALD RIZZO	Ronald Rizzo	Yes	11/20/22
19588 Drummond	13	Jean Bielefeldt	Jean Bielefeldt	Yes	11/20/2022
19622 Drummond	74	JEFFREY MATHEWS	Jeff Math	YES	11/20/2022
15520 Drummond	55	David R. Hensel	David R. Hensel	Yes	11/30/2022
19638 Drummond	65	ANTHONY LONGO	Anthony Longo	NO	11/30/22
19558 Drummond	50	NICHOLE WATSON	Nichole Watson	NO	12/2/22
19574 Drummond	19	MERUVA P. SELEST	Meruva Bulest	Yes	12/12/22