



QUILLEN'S POINT HOMEOWNERS ASSOCIATION, INC.
BY-LAWS
(Original By-laws dated 1982)

Reissued to all QPHA owners in October 1999.
Reproduced from amended By-laws as printed on SEPTEMBER 29, 1990, signed in May, 1991
and incorporating amendments made in 1992, 1994, 2018 and 2021.¹

ARTICLE I
NAME AND LOCATION

The name of the corporation is **QUILLEN'S POINT HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "**Association.**" The principal address of the corporation shall be **450 Bayfront Drive², Ocean View, Delaware 19970**, but meetings of members and directors may be held at such places within the State of Delaware, County of Sussex, as may be designated by the Board of Directors³.

ARTICLE II
DEFINITIONS

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

Section 1. The term "**Association**" shall mean and refer to Quillen's Point Homeowners Association, Inc., its successors and assigns.

Section 2. The term "**properties**" shall mean and refer to that certain real property described in that certain plot of record in the Office of the Recorder of Deeds, in and for Sussex County in **Plot Book 24 at page 135**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. The term "**common properties**" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association as such is described in the **Declaration of Covenants and Restrictions⁴** ["Covenants"]

¹ These copies of the By-laws were reproduced and reformatted for ease of reference in 1999 by Nancy Stubbs and Ralph Begleiter, members of the Association, from copies of the original documents.

² The original By-laws also listed the street address of one of the original owners, no longer the official address of the Association.

³ Throughout this document, the term "Board" shall refer to the "Board of Directors" of the Quillen's Point Homeowners Association.

⁴ Throughout this document, the terms "Declaration of Covenants and Restrictions" and "Declaration" shall mean the document commonly referred to as the "Covenants."

found of record in the Office of the Recorder of Deeds, in and for Sussex County in **Deed Book 1094 at page 4.**

Section 4. The term “**lot**” shall mean and refer to any plot of land shown upon any plot of the properties with the exception of the common area, as such is recorded in the Office of the Recorder of Deeds, in and for Sussex County, in **Plot Book 27 at page 1.**

Section 5. The term “**member**” shall mean and refer to every person or entity who holds a membership in the Association.

Section 6. The term “**owner**” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, excluding those having such interest merely as security for the performance of an obligation.

Section 7. The term “**declaration**” shall mean and refer to the Declaration of Covenants and Restrictions [“Covenants”] applicable to the properties recorded in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware⁵.

ARTICLE III MEMBERSHIP

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

Section 2. The Association shall have **one class of voting membership.** Members shall be **all lot owners who shall be entitled to one (1) vote for each lot.** When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. Voting may be conducted either in person, on paper, or online, with procedures determined and announced in advance by the Board of Directors.

⁵ See footnote #4 above.

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

ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the **common properties and facilities** as provided in the Declaration ["Covenants"]. Any member may delegate his rights of enjoyment of the common properties and facilities to the members of his family, his tenants or contract purchasers, who reside on the property. The rights and privileges of the delegee are subject to suspension to the same extent as those of the members.

Section 2. Irrespective of the fact that the Declaration ["Covenants"] gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the common area, this right shall not be exercised as to members, **except** with respect to user fees for the maintenance and improvement of boat slips located upon or adjoining the waterfront recreation area, for a period of one (1) year from the date of the recordation of the Declaration, and after the first year, **only upon approval of the majority of the entire membership.**

ARTICLE V BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

SECTION 1. Number. The affairs of this Association shall be managed by a **Board of five (5) directors, who need not be members of the Association.**

SECTION 2. Election. All Directors shall serve for a **term of one (1) year.**

SECTION 3. Removal. Any Director may be removed from the Board [of Directors], with or without cause, by a **majority vote of the members of the Association.** In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board [of Directors] and shall serve for the unexpired term of his predecessor.

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

SECTION 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the **written approval of all the directors**. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings. Regular meetings of the Board of Directors shall be held **monthly with notice**, at a place and hour as may be fixed from time to time by resolution of the Board [of Directors]. All meetings shall be **open to all members**, but only Directors have the right to vote. Any member may request the privilege of the floor.

SECTION 2. Special Meetings. Special meetings of the Board of Directors shall be held when **called by the President** of the Association, or by **any two Directors**, after not less than **seven (7) days notice** to each Director.

SECTION 3. Quorum. A **majority** of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board [of Directors].

ARTICLE VII NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination. Nomination for the election to the Board of Directors shall be made **by a Nominating Committee**. Members shall offer nominations to the Committee, which shall be required to accept all such nominations. Members may nominate themselves or may nominate others. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at the first Board of Directors meeting following the Annual Meeting and will serve until the close of the next Annual Meeting and the Association members shall be advised of the appointment by postal mail, email or by other means approved by the Board. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies to be filled.

SECTION 2. Election. Election to the Board of Directors shall be **by secret ballot** and may be conducted in person, on paper or online, with appropriate protections of privacy and security. In the election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration of Covenants, which is **one vote (and only one vote) per lot**. The nominees receiving the largest number of votes shall be elected. Cumulative voting is not permitted.⁶

ARTICLE VIII POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- A. Adopt and publish **rules and regulations** governing the use of the common properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- B. Exercise for the Association **all powers, duties and authority** vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration [Covenants”];
- C. Declare the **office of a member of the Board of Directors to be vacant** in the event such member shall be absent from **three (3) consecutive regular meetings** of the Board of Directors;
- D. **Appoint all committees** of the Association to serve until the next Annual Meeting and to **hear any appeals or requests for variance or special exceptions** of any interested Association member who is affected by the decision of any committee appointed by the Board [of Directors], provided such appeal or request is made within thirty (30) days of the action of the committee. This section does not pertain to covenant violations.

SECTION 2. Duties. It shall be the duty of the Board of Directors to:

- A. Cause to be kept a **complete record of all its acts** and corporate affairs and to present a **statement thereof to the members at the Annual Meeting** of the members, or at any special meeting when the statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- B. **Supervise** all officers, agents and employees of this Association, and to see that their duties are properly performed;

⁶ Procedures for conducting elections of Directors were amended by community vote in April, 2021 to permit online electronic voting.

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- C. As more fully provided herein, and in the Declaration, to:
1. **Fix the amount of the annual assessment** against each lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII; and
 2. Send **written notice** of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period.
- D. Issue, or to cause an appropriate officer to **issue, upon demand** by any person, a certificate stating whether or not any assessment has been paid. A reasonable charge may be made by the Board [of Directors] for the issuance of these certificates. If a certificate states an assessment has been paid, it shall be conclusive evidence of such payment;
- E. Procure and maintain adequate **liability and hazard insurance** on property owned by the Association;
- F. Cause all officers or employees having fiscal responsibilities to be **bonded**, as it may deem appropriate; and
- G. Cause the **common area** to be maintained.

ARTICLE IX COMMITTEES

SECTION 1. The Association shall appoint, through the action of the Board of Directors, an **Architectural Review Committee**, as provided in the Declaration, and a **Nominating Committee**, as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes, such as:

- A. A **Recreation Committee** which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform any other functions as the Board [of Directors], in its discretion, determines;
- B. A **Maintenance Committee** which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the properties, and shall perform any other functions as the Board [of Directors], in its discretion, determines;
- C. An **Audit Committee**, of three members, shall perform the annual audit of the Association's books and review the statement of income and expenditures which will be presented by the Treasurer to the membership at its regular October meeting, as provided in Article XI, Section 8 (e). The Treasurer shall be an ex officio member of the committee. The Audit Committee, at its sole discretion, may order an audit by a public accountant.

SECTION 2. It shall be the duty of each committee to **receive complaints** from members on any matter involving Association functions, duties and activities within its field of responsibility. It shall **dispose of the complaints as it deems appropriate** or refer them to any other committee, the Directors, or officer of the Association as is further concerned with the matter presented.

ARTICLE X MEETINGS OF MEMBERS

SECTION 1. Annual Meetings. The Annual Meeting of the members shall be held on the **third Saturday of May**. Additionally, a Fall Meeting will be held on the **first Saturday of October**.

SECTION 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership.

SECTION 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of the notice, postage prepaid, at least **thirty (30) days** before the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

SECTION 4. Quorum. The presence at the meeting of the members entitled to cast, or of proxies entitled to cast, **one-third (1/3)** of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration ["Covenants"] or these By-laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be **in writing and filed with the Secretary**. Every proxy shall be **revocable** and shall automatically cease upon conveyance by the member of his lot. Only one proxy is allowed per lot, and it requires only one owner's signature. It may be submitted at the meeting. The proxy should designate the specific person or officer to whom the proxy is given.

ARTICLE XI OFFICERS AND THEIR DUTIES

SECTION 1. Enumeration of Offices. The officers of this Association shall be a **President, Vice-President, 2nd Vice-President, Secretary, and Treasurer**, who shall at all times be members of the Board of Directors, and other officers as the Board [of Directors] may from time to time by resolution create, but who will not be members of the Board [of Directors].

SECTION 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the members.

SECTION 3. Term. The officers of this Association shall be elected annually by the Board [of Directors] and each shall hold office for **one (1) year**, unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

SECTION 4. Special Appointments. The Board [of Directors] may elect other officers as the affairs of the Association may require, each of whom shall hold office for a period, have the authority, and perform any duties as the Board [of Directors] may, from time to time determine.

SECTION 5. Resignation. Any officer may resign at any time by giving **written notice** to the Board [of Directors], the President or the Secretary. The resignation shall take effect on the date of receipt of the notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

SECTION 6. Vacancies. A vacancy in any office shall be filled as provided in **Article V, Section 3** herein. The officer elected to the vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

- A. **President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board [of Directors] are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes. He/she shall be an ex officio member of all committees.
- B. **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge any other duties as may be required of him by the Board [of Directors].
- C. **Second Vice-President.** The Second Vice-President shall preside in the absence of the President and Vice-President, and perform other duties as assigned by the President, or any other duties as may be required of him by the Board [of Directors].
- D. **Secretary.** The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of the Board [of Directors] and of the members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board [of Directors] and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform any other duties as required by the Board [of Directors].
- E. **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account and shall prepare an annual budget and a statement of income and expenditures to be approved by the Board of Directors and then presented to the membership at its regular October Meeting, and deliver a copy of each to the members.

**ARTICLE XII
ASSESSMENTS**

SECTION 1. Creation of the Personal Obligation of Assessments. By the membership in the corporation, each member is deemed to covenant and agrees to pay to the Association **(1) annual assessments or charges**, and **(2) special assessments for capital improvements**. The annual and special assessments, together with interest thereon and costs of collection thereof, as hereinafter provided, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties together with the costs of operating the corporation, and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area, and of the homes situated upon the properties.

SECTION 3. Basis and Maximum of Annual Assessments. Each lot shall be subject to an annual assessment of not more than **Four Hundred Dollars (\$400.00)**. The Board of Directors shall fix the annual assessment within the maximum amount, and may raise or lower the annual assessment amount within the maximum as they may deem necessary in their discretion.

- A. The Association may **change the maximum of the assessment** fixed by section 3 hereof provided that any change shall have the assent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment which could be extended over several years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that the assessment shall have the assent of **two-thirds (2/3)** of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, **written notice** of which shall be sent to all members not less than twenty (20) days, nor more than forty (40) days, in advance of the meeting setting forth the purpose of the meeting.

SECTION 5. Uniform Rate. Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION 6. Quorum for any Action Authorized Under Sections 3 and 4. At the **first meeting called**, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast **sixty-six and two-thirds percent (66 2/3%)** of all votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4 and the required quorum at any such **subsequent meeting** shall be **fifty percent (50%)** of the membership.

SECTION 7. Due Date of Assessments. The annual assessment provided for herein shall be due on **May 1st**. Any change in the annual assessment must be fixed by the Board of Directors and made known to the members at least thirty (30) days in advance of the commencement of the changed assessment amount, as required by Article VIII, Section 2,C. **Written notice of the assessment** shall be sent to every owner subject thereof. Other assessments will be due at such times as determined by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing, signed by a member of the Board of Directors, setting forth whether the annual or other assessments are current. A reasonable charge may be made by the Board [of Directors] for the issuance of these certificates. The certificate shall be conclusive evidence of the facts stated therein.

SECTION 8. Effect of Nonpayment of Assessments: Remedies of the Association. If the assessments are not paid on the date when due, then the assessment shall become delinquent and shall, together with interest thereon and cost of collection thereof as hereinafter provided, become a **continuing lien on the property** which shall bind the property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay the assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within **sixty (60) days** after the delinquent date, the assessment shall bear **interest** from the date of delinquency at the rate of twelve percent **(12%) per annum**, and the Association may bring an action at law against the owner personally obligated to pay the same or to **foreclose** the lien against the property and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in the action, and in the event a **judgment** is obtained, the judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that the subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Any sale or transfer shall not relieve the property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

SECTION 10. Exempt Property. The following property subject to the Declaration ["Covenants"] shall be exempt from the assessment charges and liens created herein: (1) all properties to the extent of any easement or other interest therein dedicated to and accepted by the local public authority and devoted to public use; (2) all common properties as defined in Article II, Section 3 hereof.

ARTICLE XIII BOOKS AND RECORDS

The books, records, and papers of the Association, including the archival materials described below, shall at all times, during reasonable business hours, be subject to inspection by any member.

To facilitate availability of archival materials, each Board shall implement the following procedures:

1. Each Board member shall retain, for the duration of their one-year term, all documentation they create, or which is created by committees under their supervision, which becomes part of an official record of QPHA business by virtue of having been introduced, presented, discussed or voted upon at a meeting of the Board of Directors or of the General Membership. Such materials are hereafter referred to as the "archival materials" of the Association. Materials not used in these ways at official QPHA business meetings need not be retained.
2. Upon the conclusion of a Board member's one-year term in office, and no later than 30 days following the conclusion of a Board member's term in office, originals or copies - paper or digital - of the archival materials referred to in #1 above shall be provided to the designated Secretary of the subsequent Board.
3. The Secretary of each Board shall retain the originals or copies - paper or digital - of the archival materials referred to in #1 above, placing them in storage as specified below. Upon the conclusion of their own term in office, documentation created during their own Board's term in office shall be transferred to the subsequent Board's Secretary, along with all archival materials.
4. The Association's archival materials shall not be stored in the home or in the personal digital services account, or in any other personally-controlled storage facility, of any Member of the Association. The Board shall arrange for reasonably secure storage for the Association's archival materials, including digital storage and/or physical storage either in a physical facility owned or rented by the Association or in a digital storage facility contracted by the Association.
5. Security access to the Association's archival materials shall be supervised by each Board's President and Secretary. Necessary keys and/or digital access shall be transferred to the subsequent Board immediately following the annual election, and access to the Association's archival materials shall not be retained by former Board members after they leave office.
6. Each Board's responsibility for maintenance and management of the Association's archival materials shall expire immediately upon conclusion of the Board's term in office, and former Board members shall not be accountable for the contents and condition of the Association's archive once they leave office.

**ARTICLE XIV
CORPORATE SEAL**

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

**ARTICLE XV
AMENDMENTS**

SECTION 1. These **By-laws may be amended** by a vote conducted in person, by proxy, or online, following procedures determined and announced in advance by the Board of Directors. Amendments will succeed only **if a quorum of all members participates in the voting, and if the amendments are approved by a simple majority of the votes.**⁷

SECTION 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and, in the case of any conflict between the Declaration ["Covenants"] and these By-laws, the Declaration ["Covenants"] shall control.

**ARTICLE XVI
MISCELLANEOUS**

The **fiscal year** of the Association shall begin on the first day of **January** and end on the 31st day of **December** of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of **QUILLEN'S POINT HOMEOWNERS ASSOCIATION, INC.**, have hereunto set our hands and affixed our seals, this ___ day of **May 1991**.

Original document signed as follows:

Witness – Jane H. Tubbitt	Harry Adams (signed)
Witness – James W. Egan	Joseph Durso (signed)
Witness – James W. Egan	Delores O'Boyle (signed)
Witness – Mary S. Maram	William Schaefer (signed)
Witness – Jane H. Tubbitt	Rupert Smith (signed)

⁷ Procedures for amending the By-laws were amended by community vote in April, 2021 to permit voting conducted online, and to clarify requirements for achieving successful amendments.