

Prepared by
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Returned to:
Bookhammer Estates
215 Winifred Way
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FIRST AMENDED AND RESTATED BY-LAWS OF BOOKHAMMER ESTATES

TMP 3-34-18.00-38.00

HOMEOWNER'S ASSOCIATION

THIS FIRST AMENDED AND RESTATED BY-LAWS FOR BOOKHAMMER ESTATES HOMEOWNER'S ASSOCIATION is made on this 17th day of November, 2025, by an association of owners in a community known as Bookhammer Estates located near Lewes, Delaware.

Recitals

WHEREAS, Bookhammer Estates Homeowner's Association ("the Association"), is a non stock, non-profit corporation existing under the laws of the State of Delaware governing Bookhammer Estates, which consists of certain real property, as shown upon a certain plat recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware,

WHEREAS, the By-Laws may be amended at any regular or special meeting of the Association by a majority vote of the members;

WHEREAS, the Association hereby desires for purpose of convenience and clarification to consolidate any prior amendments and modification and to amend, restate, convey, and accept the terms, conditions and directives herein stated which collectively shall now be known as the By-Laws,

WHEREAS, the Association held a regular meeting on November 20, 2024, and notice of these proposed Amended and Restated By-Laws were submitted in writing prior to the meeting;

WHEREAS, at the meeting of the Association held on November 20, 2024, where a quorum of members of the Association was established and more than a majority of the Members of the Association provided approval to the Board of Directors to amend and restate the By-Laws as set forth herein; and

NOW THEREFORE, the By-Laws of Bookhammer Estates Homeowner's Association are hereby amended and restated in their entirety as follows:

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is BOOKHAMMER ESTATES HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association." The principal address of the corporation shall be the address of the President of the Association (rotates with term), but meetings of members and directors may be held at such locations within the State of Delaware,

County of Sussex, as may be designated by the Board of Directors.

ARTICLE II MEMBERSHIP

Section 1. Membership will consist of the holder of the deed of the property described for Bookhammer Estates recorded in the Office of the Recorder of Deeds of Sussex County, State of Delaware in the Deed Book, hereinafter referred to as "members".

Section 2. The Association shall have one class of voting membership. Members shall be all 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 one [1] vote be cast with respect to any lot.

Section 3. The Association may suspend any members privilege's, other than the right of a member to vote on any matter submitted for a membership vote, or services provided to members by the association (other than those necessary for the habitability of the owner's lot) for non-payment of assessments; may impose charges for late payment of assessments; and, after notice and an opportunity to be heard, may levy reasonable fines for violations of the covenants, bylaws and rules of the association.

ARTICLE III BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three [3] Directors, members of which must be members in good standing of the Association.

Section 2. Election. All Directors are expected to serve a term of two [2] years. Terms automatically expire, but Directors may seek re-election for up to three [3] consecutive terms and then take a required break of at least one term before serving again.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members present, in person, by proxy or by ballot entitled to vote at any meeting of the members which a quorum is present. The members may consider the question of whether to remove a member of the Board either at a duly called meeting of the members at which a quorum is present if that subject was listed in the notice of the meeting or at a special meeting at which a quorum is present and called for the purpose of removing a member of the Board.

In the events of death, resignation, or removal of a Director, a successor shall be selected by a vote of the members within 60 days and shall serve for the un-expired term, of the deceased, resigned or removed Director.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for any and all actual expenses incurred in the performance of duties which upon request can independently reviewed at the request of the membership.

**ARTICLE IV
THE BOARD OF DIRECTORS**

Section 1. Meetings. Meetings of the Board of Directors shall be held as required to effectively manage the affairs of the Association. Recommendations, decisions or items requiring a Board vote will be published to the membership within 30 days of the meeting. The Board may meet in a telephonic or video conference call or interactive electronic communication process provided that the meeting notice indicates that the meeting is to be a telephonic, video, or other conference.

Section 2. Quorum. A majority of the number of Board members shall constitute a quorum for the transaction of business. Every act or decision executed or made by a majority of the Board members present at a duly held meeting, which represents a quorum, shall be regarded as the act of the Board.

Section 3. Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of the Board recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Board when not in conflict with the Declaration or the Bylaws.

Section 4. Executive Actions. Board members may take individual, executive action on duties that are delegated to them by the membership (e.g., community maintenance calls, website maintenance, general day-to-day decisions). These actions will then be communicated to the other board members upon their completion either at a regular board meeting, or in writing.

Section 5. Liability of the Members of the Board. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Board members from and against all contractual liability to others arising out of contracts made or action taken by the Board on behalf of the Owners unless any such contract or action shall have been made in bad faith or contrary to the provisions of the Declaration or of these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made or action taken by them on behalf of the Owners. Every agreement made or action taken by the Board or by the managing agent on behalf of the Owners shall, if obtainable, provide that the members of the 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 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 NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for the election to the Board of Directors shall be made by self-nomination, peer nomination, or from the floor at the Annual Meeting. Nominations made from the floor during the meeting are not required to be included in the written ballot, but shall be considered equally in every other respect. If a nominee is not present at an election meeting, written evidence must be presented at the meeting affirming the nominees' consent to be considered for election.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot at the Annual Meeting or prior to the meeting, by mail-in ballot or electronic ballot (email or website). The persons receiving the largest number of votes shall be elected. Tabulations of the votes shall be conducted by a committee of two [2] members of the Association, at least one [1] non-board member, who must be present at the election and who shall certify the accuracy of the results. Ballots shall be retained as part of the Association's records and shall be subject to the same scrutiny by members as all association records. In the event that there are not enough nominees to fill Board vacancies, nominations will be sought from the members by the newly elected board members to fill the vacancy within 60 days. A special meeting of the members will be called to fill the vacancies in a special election within the 60 days of the election of the new Board members.

ARTICLE VI POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- A. Publish and administer rules and regulations governing the use of the common properties and the personal conduct of the members and their guests thereon and to establish penalties for infractions;
- B. Exercise all powers, duties, and authorities 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 Covenants;
- C. Declare the office of a member of the Board of Directors to be vacant in the event such members shall have three [3] unexcused absences from regular meetings of the Board of Directors;
- D. Appoint all committees of the Association to serve until the next Annual Meeting. Act upon the recommendations of any committee of the Association. Hear any appeals or requests for variance, of all special exceptions, and of any interested Association member who, if affected by the decision of the Board.

- E. Provided such appeal or request is made within thirty [30] days of the action of the Committee. This section does not pertain to violations of Covenants.

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

- A. Keep a complete record of all its acts, corporate affairs, and finances to present a summary to the members at the Annual Meeting. In addition, upon request from a member provide a summary within 15 calendar days of a written request (email acceptable for both request and summary).
- B. Supervise all officers, agents, and employees of this Association, and to ensure that their duties are properly performed;
- C. The Board of Directors shall recommend Homeowner's Association Dues and Special Assessments. Dues and Special Assessments are to be set (voted on) by the membership at the annual meeting. The board, as more fully provided herein and in the Covenants, is to:
 - 1. Finalize the amount of the annual assessment or special assessment against each lot at least thirty [30] days in advance of each assessment period; and
 - 2. Written notice of each assessment will be sent to at least thirty [30] days in advance of each assessment period;
- D. Procure and maintain adequate insurance on property owned by the Association;
- E. Ensure Covenants of the Association are adhered to by Association membership.
- F. Notwithstanding the provisions of this Article VI, above, the power of the Board shall be limited by the following restrictions:
 - 3. Any proposed expenditure of unbudgeted funds of the Association exceeding five thousand dollars (\$5000) shall require approval by a majority vote of the membership at the next scheduled membership meeting.

**ARTICLE VII
COMMITTEES**

Section 1. The Board of Directors shall appoint an Architectural Committee.

- A The Architectural Committee [AC] consisting of three [3] members with at least two (2) being a non-Board members shall be responsible for reviewing the submissions of owners for construction or changes to their lots, and for making recommendations to the Board and membership regarding guideline changes. A member of the Board shall serve as Chair of the AC.

Section 2. The Board of Directors may appoint other committees as it deems appropriate from time to time in carrying out its purpose.

Section 3. It shall be the duty of the Board of Directors and each committee to receive complaints from members on any matter involving Association functions, duties and activities

within its field of responsibility. As the Board deems appropriate, complaints shall be deferred for review to committee(s), and/or a Director of the Association. Written notice of receipt and decision regarding the complaint shall be sent to the member's email address as it appears in Association files.

ARTICLE VIII MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual Meeting of the members shall be held as determined, from year to year, by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President of the Board, or upon written request of one-fourth (1/4) of the members (5 members).

Section 3. Notice of Meetings. Written notice, posting, or e-mail notice, of each meeting shall be given at the direction of the Treasurer/Secretary, or by the person authorized to call the meeting, or by mailing a copy of the notice at least fifteen calendar [15] days before the meeting to each member entitled to vote. Written notice shall be sent to the members' email address as it appears in the Association files, or supplied by the member of 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. The notice shall also explain voting and absentee procedures of the Association.

Section 4. Telephonic or Video Conferencing. The member may meet in a telephonic or video conference call or interactive electronic communication process provided that 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.

Section 5. Place of Meetings. Except as set forth in Section 4 above, meetings of the Association shall be held at such suitable place convenient to the Owners as may be designated by the Board.

Section 6. Quorum. The presence at the meeting of the members entitled to cast, or of absentee ballots entitled to cast, greater than 50% of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, in the Covenants, or in the By-Laws. If, however, a quorum shall not be present or represented at any meeting, the members entitled to vote shall have the power to adjourn the meeting and to reschedule the meeting until such time as a quorum shall be present. If after two unsuccessful

attempts for a quorum have been made, the members entitled to vote at the third meeting shall have the power to continue the meeting with a simple majority vote for any decisions that may

come before the membership for vote.

Section 5. Absentee Ballots. Absentee ballots will be available for Election to the Board of Directors, Special Assessments, and By-Law/Covenant/Amendment Changes. For all other community business, members may vote in person or virtually.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a President, a Vice-President, and a Treasurer/Secretary, who shall at all times be members of the Board of Directors and other officers as the Board may from time to time create by resolution. No person shall simultaneously hold more than one [1] position on the Board of Directors except the Treasurer/Secretary. This does not apply to Committees.

Section 2. Term. The officers of the Association shall be elected every two [2] years by the membership and each shall hold office for two [2] years, unless he/she resigns, is removed, or otherwise disqualified to serve.

Section 3. Resignation. Any officer may resign at any time by giving 30 days written notice to the Board of Directors, to the President, or to the Treasurer. The acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. A vacancy in any office shall be filled as provided in Article III Section 3 herein. The officer elected by the membership to any office shall serve for the remainder of the term of the officer being replaced.

Section 5. Duties. The duties of each office of the Board of Directors are as following:

President. The President shall preside at all meetings of the Board of Directors and shall ensure that all resolutions of the Board are carried out. The President shall be an ex-officio member of all committees.

Vice President. The Vice President shall act in the place and stead of the President in the event of his/her absence, inability to act, and shall exercise and discharge any other duties as may be assigned by the President. The Vice President will be responsible to collect the nominations to the Board of Directors.

Treasurer/Secretary: Secretary shall record the votes, keep the minutes of all meetings/proceedings of the Board and members, publish notice of meetings of the Board and of the members and shall perform other duties assigned by the President or the Board. Treasurer shall be responsible for verifying that all records, documents and activities accurately reflect the business and decisions of the Association. Sends notices, collects dues and advises Board of delinquent dues and assessments for further action.

**ARTICLE X
DUES AND ASSESSMENTS**

Section 1. Creation of the Personal Obligation of Assessments. By the membership in the association, each member is deemed to covenant and agrees to pay the Association [1] the annual assessment or charges and [2] any special assessment for capital improvements reviewed and voted on by the membership. Concerning the sale of property, the annual and special assessments, together with interest thereon and costs of collection, shall be the personal obligation of the person who was the recorded owner of the property at the time when the assessment came due and shall not pass to his/her successors or assigns unless expressly assumed by said successor.

Section 2. Purpose of Assessment. The annual dues levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residence in and of the Bookhammer Estates together with cost of operating the Association; in particular, for the improvement and maintenance of the property, 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. Each lot shall be subject to annual dues, as set forth in accordance with the Covenants and these By-Laws. The amount of such dues shall be fixed annually by a greater than 50% vote from the membership and shall be assessed against each lot owner on a yearly basis.

Section 3. Special Assessments. The Board of Directors may recommend a special assessment applicable to that year, or for multiple years, collection of funds for defraying in whole or in part the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto and for operating the Common Areas, for which a reserve funds does not exist or is not adequate. The due date of any special assessment shall be set by the same resolution which establishes the assessment. The due date, amount, and time frame of the special assessment will be established by a greater than 50% vote from the membership and shall be assessed against each lot owner.

Section 4. Due Dates of Assessments. The annual assessments shall be dues paid on an annual basis. Discretion is given to the treasurer to establish a dues or assessment payment plan to members. Any change in the assessments or due date must be made known to the members in writing at least thirty [30] days in advance of the commencement of the change. Any change the amount dues will be determined by a vote greater than 50% majority of the membership. The Association shall, upon request at any time from a member, furnish to that member or to a designee, a certificate in writing, signed by a member of the Board of Directors or by management representative, setting forth whether that member's annual or other assessments are current. The certificate shall be conclusive evidence of the facts stated therein.

Section 5. Effect of Non-Payment of Dues or 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, late fees and cost of collection, become a continuing lien on the property which shall bind the property in the hands of the then owner, their heirs, devisees, personal

representatives, and assigns. The personal obligation of the then owner to pay the assessment,

however, shall remain their personal obligation for the statutory period and shall not pass to their 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 five percent (5%) above the federal discount rate per annum and the Association may bring 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 cost of preparing and filing a 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 together with the costs of the action. In addition to the penalties enumerated in this section, the Board of Directors may implement suspension of membership as described in Article II, Section 3, hereof.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinated to the lien of any mortgage or mortgages now or herein 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 a property owner from liability for any assessments thereafter becoming due, not from the lien of any subsequent assessment.

Section 7: Fines and Suspensions. In addition to all other remedies, after a member has failed to rectify an infraction within 3 consecutive days after being given notice of the infraction, fines may be imposed upon a member for failure to comply with the covenants or by-laws, provided the following are adhered to in the enforcement of such fine:

A. Notice. The board shall notify the member of an alleged infraction or infractions and allow 3 consecutive days, or the amount of time specified in the infraction notice, to rectify the infraction. After 3 days, or the amount of time specified in the infraction notice, and the member has failed to comply, the member shall be given written notice by the board of the fact that the board is considering the imposition of a fine if the member fails to comply, including

(1) a statement of the provisions of the covenants, by-laws, or instrument of agreement which have allegedly been violated,

(2) the proposed amount of a fine, if any,

(3) the right of the member to request in writing a hearing before the board. The request must be received by the board not later than 14 days after the board's notice to the owner. At the hearing, the member shall have an opportunity to respond, to present evidence, and to provide written or oral argument on all issues involved. If the member fails to timely request a hearing, any proposed fine set forth in the board's notice shall be deemed imposed. At the hearing, the board may uphold or waive any imposed fines. A decision by the board will be provided in writing to the member within 7 days of the hearing.

B. Fines. In order to impose a fine, a fining committee appointed by the president must approve the fine by majority vote at the special hearing. The fining committee must consist of at least 3 members.

C. Right to Appeal. Following the hearing with the board, the member may appeal the decision of the board to the fining committee. The request must be received by the board not later than 14 days after the hearing with the board. The appeal must be heard by the fining committee within 14 days of receipt of the appeal request. The committee may uphold or waive any imposed

finer. A decision by the fining committee will be provided in writing to the member within 7 days of hearing the appeal.

D. Fine Amounts. An imposed fine against a member may be up to \$100 per day, per violation for each day a member allows a violation to exist from the date of the initial notice sent by the board; however, fines shall not exceed \$1,000. per month. Fines will not accrue during the timeframe a hearing was requested with the board or a request for appeal was made.

E. Payment of Penalties. Fines shall be paid not later than fourteen (14) days after notice of the imposition of fine unless a request for hearing or appeal has been received.

G. Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors.

H. Non-Exclusive Remedy. These fines and/or suspensions shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the ASSOCIATION may be otherwise legally entitled including recovery of legal fees and other costs associated with the enforcement of any provision.

Section 8. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year. However, a vote of the membership may change the dates of the fiscal year for management purposes and the fiscal year of the Association and the payment of dues thereof may change from time to time without need or cause to change these By-Laws.

ARTICLE XI BOOKS AND RECORDS

The books, records, and papers of the Association shall be available for inspection by any member upon reasonable written request. The Board of Directors shall not have the power to prevent or obstruct inspection by members of the Association's records. However, request to inspect records shall not automatically impose upon the Association unreasonable cost of photocopying and research; these expenses shall be borne by members seeking those services. The Covenants, Articles of Incorporation, and By-Laws shall be available for inspection by any member of the Association. One copy of each of these documents shall be provided free of charge to each member; additional copies may be purchased at a reasonable cost.

ARTICLE XII AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the membership by a greater than 50% vote of the membership present at that meeting including absentee ballot votes. Proposed changes must be provided 1 month in advance of the meeting.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-

Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

IN WITNESS WHEREOF, we being the Officers and Directors of BOOKHAMMER ESTATES HOMEOWNERS ASSOCIATION, have hereunto set our hands this 14th day of November, 2025.

BOOKHAMMER ESTATES HOMEOWNERS ASSOCIATION

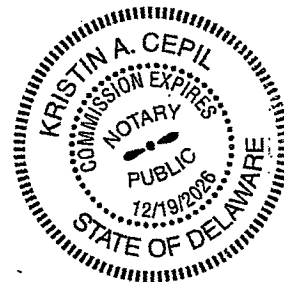
BY: Guy Edelman
Witness President Guy Edelman

BY: Daniel K. Abel
Witness Vice President Daniel K. Abel

BY: Jill Messick
Witness Secretary/Treasurer Jill Messick

SWORN TO AND SUBSCRIBED before me the day and year aforesaid all the above named individuals. Guy Edelman, Daniel K. Abel, Jill Messick

Kristin A. Cepil Notary Public



CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected Secretary of BOOKHAMMER ESTATES HOMEOWNERS ASSOCIATION, and

That the foregoing First Amended and Restated By-Laws constitute the First Amended and Restated By-Laws of said Association, as duly adopted at a meeting of its membership thereof

held on the 20th day of November, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Association this 14th day of November, 2025. *Jill Messick*

Jill Messick Secretary. *Jill Messick*

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

Kristin A Cepil Notary Public

