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RECORDER OF DEEDS Alexandra Reed Baker
Sussex County
Consideration: \$0.00
Doc Surcharge Paid

RETURN TO:
PREPARED BY: CAROL HARPER
SWANN KEYS
37689 Swann Dr.
SELBYVILLE, DE
19975

County Tax Parcel Nos:

533-12.20-20.00 – community buildings
533-12.16-320.00 – lot behind community buildings
533-12.16-535.00 – streets
533-12.16-1.00 through 606.00 (inclusive) – lots

**AMENDMENT AND RESTATEMENT OF BYLAWS
OF
SWANN KEYS CIVIC ASSOCIATION**

THIS AMENDMENT TO AND RESTATEMENT OF BYLAWS of the Swann Keys Civic Association, with an address of, 37689 Swann Drive, Selbyville, DE 19975, are being recorded as required by the Delaware Uniform Common Interest Ownership Act of the State of Delaware, 25 *Delaware Code*. Sections 81-101, *et seq.*

The Swann Keys Community is situated between Fenwick Island and Selbyville, Baltimore Hundred, Sussex County, Delaware and is a community whose existence, affiliation, governance and restrictive covenants were created by an Order of the Court of Chancery of the State of Delaware in and for Sussex County dated December 23, 1985 in a civil action known as *JOHN F. ATKINSON, et al v. BET, INC.*, C.A. No. 852, 1980 (hereinafter the “Atkinson Court Order”). The Atkinson Court Order is of record in the Office of the Recorder of Deeds in and for Sussex County in Georgetown, Delaware in Book 175, Page 141, *et seq.*

The Swann Keys Civic Association (hereinafter the “Association”) is a nonstock and nonprofit Delaware corporation created when its Certificate of Incorporation was filed with the Office of the Secretary of State of the State of Delaware on November 8, 1972. For a time, the Swann Keys Community was operated jointly by BET, Inc. and the Association. On March 31, 1986, pursuant to the Atkinson Court Order, the joint operation of the Swann Keys Community ended and operation of the community in its entirety was turned over to the Association.

The Association’s Bylaws were amended several times throughout the existence of the Corporation including several times since the Association took over complete control of the Swann Keys Community.

On April 17, 2019, the Bylaws were officially recorded with the Office of the Recorder of Deeds in and for Sussex County in Book 5045, Page 235, Document # 2019000013012 *et seq.* by Scott Dailey (hereinafter the “Bylaws”). The Bylaws contain footnotes describing the revisions which occurred since the turnover of complete control of the Community to the Association.

By way of example, amendments and ratification of the Bylaws were approved at a meeting of the Members on May 17, 1997 by a vote of the majority of the eligible Members present in person or by proxy. In 1998, a previous version of the Bylaws was approved by the Association's then legal counsel. An additional review and revision of the Bylaws with the assistance of legal counsel was made in 2007 to make the Bylaws compliant with the Atkinson Court Order. These are not the only revisions to the Bylaws but are referenced to demonstrate the periodic revisions and ratification of the Bylaws.

The previous Bylaws were recorded in 2017 in order to comply with the Delaware Uniform Common Interest Ownership Act of the State of Delaware, *25 Delaware Code*. Sections 81-101, *et seq.* The Association desires to further amend and restate the Bylaws.

The Amendment to and Restatement of these Bylaws were prepared and approved by the Board of Directors of the Association, in June 2023 pursuant to Article XI of the Bylaws, and was presented to all Lot Owners by informing them to pick-up a copy of the Bylaw changes from the office and return their vote by August 14, 2023 - votes were counted on August 14, 2023 - **all Bylaws were approved.** Amendments and Restatements of the Bylaws will be recorded in Georgetown, Delaware in 2023. Proof of consent of the affirmative vote of a majority of the Lot Owners is set forth in the Affidavit and Certification included hereto as Exhibit "A" / Pages 21 through 23.

SKCA Bylaws - June, 2023
Typed: 100223

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BYLAWS OF SWANN KEYS CIVIC ASSOCIATION

All Bylaws are in agreement with the Laws of Delaware, the Certificate of Incorporation, Atkinson and Shamp/Humphreys Court Orders, these Bylaws, Rules & Regulations and Robert's Rules of Order. Any discrepancies or disagreements have to be reverted back to the original Bylaws and Court Order (1980).

ARTICLE I NAME AND LOCATION

The name of the Corporation is SWANN KEYS CIVIC ASSOCIATION. The principal office of the Corporation shall be located at Swann Drive, Swann Keys, Selbyville, Delaware but meetings of Members and Directors may be held at such places within the State of Delaware, County of Sussex as may be designated by the Board of Directors.

ARTICLE II DEFINITIONS

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

- Section 1 The term "Association" shall mean and refer to Swann Keys Civic Association, a Delaware Non-Profit and Non-Stock Corporation, 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 14 at Pages 99-100, and such additions hereto as may hereafter be brought with the jurisdiction of the Association.
- Section 3 The term "Common Properties" shall mean all real property, including any facilities or improvements on those properties, owned of record at anytime, now and in the future, by the Association for the common and exclusive use and enjoyment of the Members of the Association as such are described in certain Plots and Deeds of Record filed in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware.
- Section 4 The term "Court Orders" shall mean the Order and Final Judgment of the Court of Chancery of the State of Delaware in and for Sussex County dated December 23, 1985 in a civil action known as *JOHN F. ATKINSON, et al v. BET, INC.*, C.A. No. 852, 1980, recorded in the Office of the Recorder of Deeds in and for Sussex County in Book 175, Page 141, et seq., as further interpreted by the Court of Chancery in *Swann Keys Civic Assoc. v. Barbara B. Shamp, et al*, Supreme Court No. 544, 2008, 971 A.2d 163 (collectively, the *Atkinson* decision and all Orders interpreting it are hereinafter collectively referred to as the "Court Orders").

- Section 5 The term “Lot” shall mean and refer to any plot of land shown upon any plot of properties with the exception of the Common Properties as such is recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 14 pages 99-100.
- Section 6 The term “Member” shall mean and refer to every person or entity who holds membership in the Association.
- Section 7 The term “Owner” or “Lot Owner” shall mean and refer to the record owner by deed, whether one or more persons or entities of the fee simple title to any lot which is part of the properties, excluding those having such interest merely as security for the performance of an obligation. An Owner/Lot Owner shall be a Member of the Association with a number of votes equal to the number of Lots owned by that Member.
- Section 8 The term “In Good Standing” shall mean all annual fees due the Association are paid in full and current or a Lot Owner who is on a current year only payment plan, without any assessments or liens, levied or placed by the Association are paid in full.

**ARTICLE III
MEMBERSHIP AND MEETINGS**

Section 1 **Membership**

Members – The Members of Swann Keys Civic Association shall be those persons who own real property within the Swann Keys Community located near Fenwick Island, Sussex County, Delaware.

Section 2 **Meetings**

(a) **Place of Meetings** – Annual and Special Meetings shall be held at the Swann Keys Community Center or such place or places within the State of Delaware as designated by the Board of Directors.

(b) **Annual Meeting** – The Annual Membership Meeting shall be held no later than the third (3rd) Saturday in May.

- (c) **Special Meetings** – may be called by the President, by a majority vote of the Board of Directors or upon the receipt of a Petition signed by ten percent (10%) of the Members of the Association who are in Good Standing in order to be included on any such Agenda.

Any submissions made, which do not comply with this paragraph shall be subject to the absolute discretion of the Board of Directors and may not be included on the Agenda or Proxy/Ballot.

Any and all Petitions for a Special Meeting, or to include additional issues or topics for discussion on any Agenda must be received by the Recording Secretary at least ninety (90) days prior to the Annual Meeting or Special Meeting in question. Such Petitions shall set forth with particularity the purpose of the Petition and shall describe in detail the specific request of the Petitioners contained in said Petition. All Petitions shall also designate the name and street address where the individuals signing such Petition reside.

- (d) **Notice of Meetings** – Written notice of the place, date and hour of the meeting and, in the case of a Special Meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed not less than thirty (30) days nor more than sixty (60) days before the date of the meeting, to Members at his/her address as it appears on the records of the Association. At a Special Meeting, no business shall be conducted except that stated in the notice of said meeting.
- (e) **Quorum** – A quorum at either the Annual Meeting or Special Meeting of the Members of the Association shall be ten percent (10%) or fifty (50), whichever is less, of the Members entitled to vote at such meeting present in person or represented by Proxy/Ballot. The vote of a majority of the votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted by the Members.
- (f) **Parliamentary Procedure Authority** – At all meetings of the Association, Robert’s Rules of Order, as amended, shall be followed.
- (g) **During times of a State of Emergency Declaration** by the Governor, natural disasters, acts of God, or other factors beyond the control of the Board, the Board may elect to postpone, reschedule or cancel Board of Director Meetings, Special Meetings or the Annual Meeting.

**ARTICLE IV
PRIVILEGES, DISPUTE RESOLUTION AND SUSPENSION**

Section 1 Privileges of Members

Each Member shall be entitled to the use and enjoyment of the Common Properties, subject to payment of any assessments levied by the Association and reasonable user maintenance fees to defray the expenses for the operation of the pool and all recreation areas. Any Member may delegate his/her rights and privileges to the Common Properties to members of his/her family, his/her tenants, his/her renters who reside on the property at the time of usage.

Section 2 Dispute Resolution

- (a) **Purpose** - To promote a fair, reasonable, and expeditious dispute resolution procedure for the resolution of disputes, the following procedures shall be utilized regarding disputes between Members, or the Association and a Member, or Members concerning the enforcement of the provisions of the governing documents.
- (b) **Procedure** - Any party to a dispute within the scope of this Section may invoke the following procedure:
- (1) The Member submitting a Complaint (Complainant) may request the Member against whom the Complaint is made or the Association (Complaine) to meet and confer in an effort to resolve the dispute. The Complaint shall be a written statement submitted by one (1) or more Members regarding any matter within the purview and control of the Board of Directors.
 - (2) Within fifteen (15) calendar days of its receipt of the Complaint, the Board shall send written notice acknowledging receipt of the request, schedule a meeting at a mutually convenient time and place and provide notice to all interested parties as to the meeting date. When reasonably practical, the meeting shall occur within thirty (30) days of the Board's receipt of the Complaint.
 - (3) The Board of Directors shall designate a Director to "Meet and Confer."
 - (4) The parties shall meet, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.

- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- (c) Meet and Confer Agreement - An agreement reached under this Section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
- (1) The agreement is not in conflict with law or the governing documents, including, but not limited to, the Court Orders.
 - (2) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.
- (d) Cost of Dispute Resolution - A Member may not be charged a fee to participate in the process, unless the Board of Directors determines in good faith that a requesting party is abusing the process.
- (e) Board Consideration and Determination of Complaint - If the dispute is not resolved through the process outlined above, or requires additional information, the Board of Directors shall within thirty (30) days of the failed “Meet and Confer”, schedule a conference to review the Complaint. The Board shall deliver notice of the date, time and location for consideration of the Complaint. The Board of Directors may hear the positions of each party at such conference. The parties shall treat each other with dignity, respect and civility. The Board of Directors may exclude parties who fail to act respectfully and may limit the parties to fifteen (15) minute explanations of their positions. No later than fourteen (14) days after consideration of the Complaint, the Board shall make its final determination of the Complaint in writing, with written notice of the final determination to the Complainant and Complainee. The final determination shall be dated with the date of issuance and include:
- (1) The written final determination with an explanation of the decision;
 - (2) Specific quotation of the Court Orders, Bylaws, or other governing documents or a reference to applicable law, regulation or rule that led to the Board’s final determination.
 - (3) Any supporting documents, correspondence, and other materials related to correspondence, and other materials related to the final decisions; and

(4) Shall inform the party of the right to submit the Board's final Determination to the Delaware Office of the Ombudsperson in substantially the following form: "You have the right to file a notice of final adverse determination with the Common Interest Community Ombudsperson in accordance with 29 Del. C. §2544 (9), (10)."

(f) Dispute Resolution Not Applicable - This dispute resolution shall not apply to non-payment of assessments.

Section 3 Unresolved Disputes/Complaints

- (a) In the event that the internal Dispute Resolution Procedure and the Delaware Office of the Ombudsperson fail to resolve the dispute/complaint, litigation may be necessary.
- (b) Prior to the Board of Directors filing with the Court to pursue litigation, the Members of the Association must be notified in writing and a meeting will be held where a vote will be taken. (See Article 3, Section 2)

Section 4 Suspension of Privileges

The privileges to use the Common Properties by any Member shall be suspended for:

- (a) Any period during which any Association charges on such Members or any Special Assessment shall remain unpaid for more than thirty (30) days.
- (b) The period of continuing violation by such Member of the provisions of these Bylaws, the Court Orders and Rules & Regulations of the Association.

**ARTICLE V
DIRECTORS: POWERS & DUTIES, OFFICERS AND MEETINGS**

Section 1 Directors

- (a) The business of the Association and related affairs shall be managed by its Board of Directors, as authorized and directed by the Laws of Delaware, the Certificate of Incorporation, the Court Orders and these Bylaws. Said Board of Directors hereinafter referred to as "Board" shall meet at such times as may be fixed by the general resolution of the Board.

- (b) Each Director shall be a member in good standing of the Association. The number of Directors of the Association shall be fifteen (15) and shall serve for a one (1) year term until their successors are chosen. Directors may be re-elected without restriction.
- (c) A **Director** may resign at any time by giving **written notice** to the Board, President or the Recording Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein, the acceptance of such resignation shall not be necessary to make it effective. Vacancies are to be filled immediately upon notification of resignation in accordance with Article VI, Section 1 (e.).
- (d) A Director may be removed from the Board, with cause, by a majority vote of the Members of the Association at a Special Meeting of the Members called for that purpose. A Director may also be removed from the Board if he/she misses three (3) meetings of the Board and removal is approved by a majority vote of the Directors. A Director, when removed, is automatically relieved of his/her duties and the vacancy remaining shall be filled as provided in Article VI, Section 1 (e).
- (e) Directors may choose to attend up to three (3) meetings per year via teleconference that will not count as any of the three (3) absences described in Article V, Section 1 (d). Teleconference meetings held during state of emergency or other natural disasters do not count toward the three (3) teleconference options allotted each year. During meetings attended via teleconference, all Board members' voting/discussion privileges remain in effect as if they were physically present.
- (f) No Director shall receive compensation for any volunteer service he/she may render to the Association. However, a Director may be reimbursed for his/he actual expenses incurred in the performance of his/her duties. A Director cannot be employed by the Association.
- (g) 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 or electronic approval of all the Directors. Any action taken and so approved shall have the same effect as though taken at a meeting of the Directors.

Section 2 Powers

The Board of Directors shall have power to:

- (a) Recommend reasonable Rules & Regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon, and establish penalties for infraction thereof, which shall be approved by a majority of the Lot Owners. Upon approval, such Rules & Regulations shall bind and be enforceable upon all Lot Owners of Swann Keys, their heirs, executors, administrators, successors or assigns.
- (b) Purchase, or otherwise acquire, to have, hold, lease, mortgage or otherwise create liens on, to sell, convey, transfer, assign or let on lease, or in any other manner whatsoever to acquire and dispose of, real and personal property necessary or convenient in carrying out any purposes of the Association with a restriction of \$100,000.00 for any single item. Any purchase, sale, lease, exchange, mortgage, or any other disposition of any of its property or assets that exceed \$100,000.00 dollars may only be authorized by a majority of the votes cast in person, by ballot or proxy by the Lot Owners at a regular or special meeting noting the specific nature of the business to be transacted. The acquisition or disposition of an asset by the Association shall not be voted upon at a meeting of the Members unless the meeting has at least thirty (30) days' notice to each Member.

Section 3 Duties

It shall be the duty of the Board of Directors to:

- (a) Cause to keep 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.
- (b) Supervise all Officers, Agents, Vendors and Employees of the Association and see that their duties are properly performed.
- (c) To supervise and collect any assessments levied by the Association. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (d) Cause the Common Properties to be maintained.
- (e) Approve all Contracts prior to signature by the appropriate Officers.

- (f) Adopt a resolution, annually, identifying the President, Vice President, Treasurer and Recording Secretary as authorized signatories. The resolution shall require two (2) authorized signatures or endorsements for all financial transactions, one (1) of whom shall be the Treasurer. The resolution shall allow for all signatures or endorsements made by commercially banking practices.
- (g) Prepare an Annual Budget each fiscal year for the maintenance, repair, and operation of Swann Keys. The Annual Budget shall be presented to the Members of the Association at the Annual Meeting to be held no later than the third (3rd) Saturday in May of each year. The Annual Budget shall be adopted by a majority of the Lot Owners present in person, by ballot or by proxy at said Annual Meeting. Such a budget, when approved, shall become effective on the first (1st) day of June of each year.
- (h) Fill any vacancy on the Board of Directors as soon as reasonably possible as provided in Article VI, Section 1 (e). The newly designated Director may immediately engage in Board business and will be introduced by the President at the next regularly scheduled Board meeting.

Section 4 Officers

- (a) The Officers of the Association shall consist of a President, Vice President, Treasurer, Recording Secretary and Corresponding Secretary. The Board may, by resolution duly adopted, add such other Officers as it deems to be in the best interest of the Association. All Officers of the Association shall be members of the Board of Directors. No person shall hold more than one (1) office except the Offices of Treasurer and Recording Secretary which may be held by the same person.
- (b) The newly elected Board shall elect the Officers of the Association at the first meeting of the Board of Directors following each Annual Meeting of Members. Proxy voting will not be allowed on any issues.
- (c) The Officers shall be elected for a term of one (1) year, unless he/she resigns, is removed for cause, or otherwise disqualified to serve.
- (d) Any **Officer** may be removed from office with cause by the Board whenever, in its judgment the best interest of the Association will be served thereby. An Officer may resign at any time by giving **written notice** to the Board, the President or the Recording Secretary. Such 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. An officer can resign and still retain a seat on the Board of Directors.

- (e) If an **Officer** resigns or is removed from office, the Board of Directors shall vote to fill the vacant Officer position as soon as reasonably possible prior to the next regularly scheduled board meeting. **If the Officer resigning or removed from Office is the President, the Vice President shall run the meeting and act in place of the President until the next regularly scheduled Board meeting when a President is elected.** If the President and Vice President resign or are removed from office at the same meeting, the meeting shall be adjourned, and the Board shall set a time for a special meeting to elect new Officers. The date of the special meeting shall be as soon as practicably possible.
- (f) The Officers of the Association shall each have such powers and duties as are set out below as well as such powers and duties as from time to time may be conferred by the Board.
- (g) The **President** shall preside at all meetings of the Board, act as its Chairperson, shall see that all orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds, and other written instruments, on behalf of the Association and shall be an alternative signatory on all checks and promissory notes.
- (h) The **Vice President** shall act in place and stead of the President in case of said President's absence and shall exercise and discharge such other duties as may be required by the Board.
- (i) The **Treasurer** shall receive and deposit in appropriate bank accounts all monies of the Association, shall be responsible for disbursing such funds by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; shall cause an annual audit of the Association's books to be made by a Certified Public Accountant at the completion of each fiscal year; shall help in preparing an Annual Budget and a Statement of Income and Expenditures to be presented to the membership at its regular Annual Meeting and deliver a copy of each to the Members.
- (j) The **Recording Secretary** shall record the votes and keep the minutes of all meetings of the Members of the Association and of the Board of Directors; keep the Corporate Seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform any other duties as required by the Board.
- (k) The **Corresponding Secretary** shall send out notices of the Association and attend to all correspondence, except when otherwise ordered; shall perform all duties ordinarily incident to the office of the Corresponding Secretary of the Association and such other duties, as from time to time, may be assigned by the Board of Directors or by the President of the Board.

Section 5 Meetings – Board of Directors

- (a) **Regular Meetings** – The Board of Directors so elected shall meet for the purpose of organization and transaction of other business at such time and place as may be designated by them.
- (b) **Regular meetings of the Board** shall be held at such time as may be fixed by general resolution of the Board but there shall be at least one (1) meeting per month. Written, verbal or electronic notice shall be given by the Recording Secretary at least five (5) days prior to the date of such meeting.
- (c) **Quorum** - A majority of the Board of Directors (8 Members) shall be necessary and sufficient to constitute a quorum for the transaction of business at every meeting of the Board of Directors, but if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting from time to time but not for a period of over fifteen (15) days at any one time, without notice other than by announcement at the meeting, until a quorum shall attend. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

**ARTICLE VI
ELECTIONS & NON-ELECTION VOTING**

Section 1 The Board of Directors shall be elected as follows:

- (a) There shall be fifteen (15) Directors elected from among the entire Association membership. Each Director shall be elected for a term of one (1) year, with no limitation or restriction on the number of terms.
- (b) Members from the same Lot may not serve on the Board of Directors simultaneously.
- (c) Members may vote for up to 15 candidates. If a Member owns more than one (1) Lot, his/her votes shall count one (1) lot, / one (1) vote for the candidates selected.
- (d) The fifteen (15) members receiving the highest number of votes shall constitute the Board of Directors for the Association for the next year. Vacancies on the Board shall be filled with Number 16 asked to fill a vacancy first, Number 17 second, and so on. In the case of a tie, the next Director will be chosen by a “flip of a coin”.

- (e) In the case that there are fewer than fifteen (15) Board of Directors elected, and the number of Board Members falls below fifteen (15) due to dismissal or resignation, or all remaining Directors are exhausted, the Board is authorized to operate and conduct business with fewer than fifteen (15) Members as long as the number of Board Members does not fall below the eight (8) Members required for a quorum.
- (f) In the event that the number of Board Members falls below eight (8), tasks required for daily operations shall continue, but no Board business shall be conducted until a special election is held to backfill the open Board positions.

ARTICLE VII COMMITTEES

Section 1 The Board of Directors may appoint additional Ad-Hoc Committees as deemed appropriate in carrying out its purposes. The following shall be Standing Committees of the Board of Directors:

(a) Executive Committee

- (1) The Board of Directors, following the annual election of Officers of the Association shall elect an Executive Committee. The Executive Committee shall consist of the newly elected President, Treasurer and Recording Secretary of the Association and two (2) other Directors elected by the Board.
- (2) The Executive Committee shall have such powers as authorized annually, by the Board of Directors for emergency expenditures.
- (3) The Executive Committee shall keep correct and complete minutes of its meetings by the Recording Secretary. Such minutes shall be kept at the office of the Association which may be inspected by any Member of the Association, his/her agent or Attorney. Minutes will be distributed to Board Members.

- (b) Recreation Committee** – shall advise the Board of Directors on all matters pertaining to the recreational programs and activities of the Association and shall perform any other functions as the Board at its discretion determines.

- (c) **Maintenance Committee** – shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvements of the Common Properties and shall perform any other function as the Board at its discretion determines.
- (d) **Nominations & Elections Committee** – is responsible for soliciting qualified, viable, and interested Lot Owners as candidates for members to the Board of Directors. The Lot Owner must not have any active unresolved legitimate complaints against them by the Association. Any and all communication methods may be used including but not limited to mail, email, text, phone, word of mouth, etc. The Committee consists of one (1) or two (2) Board Members, who are the Liaisons to the Board of Directors plus two (2) to four (4) Lot Owners who wish to participate on the Committee. The Election Monitor will format the information into an election packet which includes a ballot with a control number. The Election Monitor mails the packet to all Lot Owners according to the Court Orders and DUCIOA. Any specific questions from Lot Owners should be referred to the Election Monitor via the Swann Keys Web-Page Portal. The Election Monitor will refer questions or comments to the Committee prior to the packets being mailed and to the President after the packets are mailed to the Lot Owners.
- (e) **Publicity / Communications Committee** - shall inform the Members of all activities and functions of the Association, and shall after consulting with the President or his/her designee, make any public releases and announcements as are in the best interest of the Association.
- (f) **Audit & Budget Committee** - shall supervise the annual audit of the Association's books and prepare the Annual Budget and Statement of Income and Expenditures to be presented to the membership at its regular Annual Meeting in May. The Treasurer shall be an ex-officio member of the Committee.
- (g) **Bylaws and Rules & Regulations Review Committee** - shall review and investigate any and all Bylaws, Rules & Regulations or Amendments thereto, to ensure agreement with the Court Order and Delaware Laws. The Committee will report and all issues to the Board of Directors for resolution.

Section 2

Committee Duties - It shall be the duty of each Committee to receive complaints from Members on any matter involving the Association's functions, duties, and activities within its field of responsibility. Each Committee shall dispose of the complaints as it deems appropriate or refer them to any other Committee, Director, or Officer of the Association as is further concerned with the matter presented.

Section 3 All Committee Chairpersons shall be a member of the Board of Directors. Chairpersons can be removed by a majority vote of the Board of Directors.

**ARTICLE VIII
ANNUAL MAINTENANCE FEE & SPECIAL ASSESSMENTS**

Section 1 Annual Maintenance Fee

The Annual Maintenance Fee is applicable to all Lot Owners and shall be paid by each Lot Owner for each Lot they own. The Annual Maintenance Fee shall be used for the operation of the Association's utilities, maintenance of streets, Common Properties, contributions to the Capital Reserve fund, payment of salaries of employees; and other required expenditures as set forth in the budget of the Association each year. The amount of the Annual Maintenance Fee shall be approved by Ballot and the results announced at the Annual Meeting. The Annual Maintenance Fee, when approved, shall be due and payable on the first (1st) day of June each year with interest at the legal rate accruing on the unpaid principal after the first (1st) day of July the same year. Any delinquent Lot Owner shall be responsible for reasonable Attorney fees and Court costs in any collection action.

Section 2 Special Assessments

Where determined to be necessary by the Board of Directors, the Association may from time to time charge the Lot Owners a special assessment in addition to the Annual Maintenance Fee provided in Article VIII, Section 1 above. Any and all Special Assessments must be approved by a majority of the Lot Owners. The Lot Owners shall have sixty (60) days to pay said special assessment from the date of the mailing of the notice of the special assessment to the Lot Owners. If, after sixty (60) days, payment is not received, interest at the legal rate shall be charged on the unpaid principal as provided in Article VIII, Section 1 above and any delinquent Lot Owner shall be responsible for reasonable Attorney fees and costs in any collection action.

**ARTICLE IX
BOOKS, RECORDS AND PAPERS**

The books, records and papers of the Association shall be available for inspection by a Lot Owner at the office of the Association by appointment during reasonable business hours. Copies of these documents may be purchased at a reasonable cost. Specific information requested will be submitted in advance, with a specific time-frame, in writing and a specific purpose must be stated. Most information is published on the Swann Keys Website.

**ARTICLE X
CORPORATE SEAL**

The Seal of the Corporation shall be in the form of a circle and shall have the name of the Corporation inscribed thereon.

**ARTICLE XI
AMENDMENTS**

- Section 1 These Bylaws may be amended by the affirmative vote of a majority of the voting Members of the Association, present, by proxy/ballot, at a Special Meeting called for that purpose.
- Section 2 Proposals to amend these Bylaws may be brought before the Membership by majority vote of the Board of Directors or by petition of at least ten percent (10%) of the Members in good standing of the Association provided for in Article III, Section 2(e).
- Section 3 If a proposed amendment to these Bylaws is made the subject of a Special Meeting of the membership or is an agenda item for the Annual Meeting, a copy of the proposed change, together with a copy of the provision which would be affected by the change, shall be mailed to voting Members prior to the meeting for a vote by Members present, by proxy/ballot.

**ARTICLE XII
FISCAL YEAR**

The Fiscal Year of the Association shall be June 1st through May 31st.

IN WITNESS WHEREOF, the Swann Keys Civic Association, by and through its President, has caused this instrument to be executed this 09 day of OCTOBER, 2023.

SWANN KEYS CIVIC ASSOCIATION

By  {SEAL}
(K. Dwain Shearer), President

Attest  {SEAL}
Carol L. Harper, Recording Secretary



STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 09 day of OCTOBER, A.D. 2023, personally appeared before me, The Subscriber, a Notary Public for the State and County aforesaid, (K. DWAIN STARR), President of the Swann Keys Civic Association, party to this Indenture, known to me personally to be such, who, after being duly sworn, acknowledged this Indenture to be his/her act and deed and the act and deed of said Association, that the signature of the President thereto is in his/her own proper handwriting, that his/her act of executing, acknowledging and delivering said Indenture was duly authorized by his appointment to the position of President and the President hereby certifies before the undersigned Notary that the foregoing Bylaws were affected by and with the consent of the majority of Lot Owners of the Association as set forth in the attached Affidavit and Certification attached hereto as Exhibit "A."

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

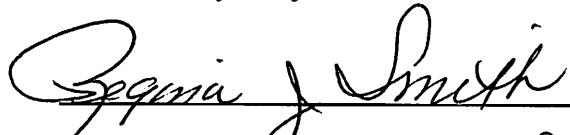

Notary Public
Printed Name: REGINA J SMITH
Notary expires: 01/24/2024

Exhibit "A" / Pages 21 thru 23

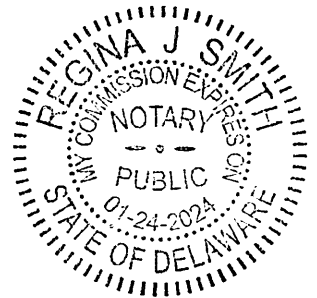


EXHIBIT "A"

**AFFIDAVIT AND CERTIFICATION BY SWANN KEYS CIVIC ASSOCIATION
PERTAINING TO THE ADOPTION OF "AMENDMENT AND RESTATEMENT" OF THE
BYLAWS.**

**SWANN KEYS
SUSSEX COUNTY, DELAWARE**

1. I am the President of the Swann Keys Civic Association (the "Association").
2. The document to which the Affidavit and Certification is attached titled "Restatement and Amendments" to the Bylaws, is a written statement setting forth the most recent changes to the Bylaws for the Swann Keys Community.
3. The "Restatement and Amendments" were duly-noted and the Bylaws Voting Documents were distributed from the Swann Keys Office to the Residents starting in June 2023.
4. The proposed Amendments to the Bylaws were all approved by the affirmative vote of a majority of the voting Lot Owners as of August 18, 2023, with the following results:
 - Index - Amendment to Article II, Sections 1 thru 8 - "Documents"
201-For, 14-Against
 - Amendment to Article IV, Sections 1 thru 4 - "Privileges, Dispute Resolution and Suspension"
195-For, 13-Against
 - Index - Amendment to Article VII, Items (d) and (e) - "Committees"
197-For, 12-Against
 - New - Amendment to Article II, Section 4 - "Definitions"
199-For, 13-Against
 - New - Amendment to Article II, Section 7 - "Definitions"
200-For, 11-Against
 - New - Amendment to Article II, Section 8 - "Definitions"
199-For, 18-Against
 - New - Amendment to Article III, Section 2 (f) - "Meetings"
199-For, 14-Against

EXHIBIT "A" (CONTINUED)

- **New - Amendment to Article III, Section 2 (g) - "Meetings"**
207-For, 12-Against

- **New - Amendment to Article IV, Section 2 (a) - "Dispute Resolution / Purpose"**
Amendment to Article IV, Section 2 (b) - "Procedure"
Amendment to Article IV, Section 2 (c) - "Meet & Confer Agreement"
Amendment to Article IV, Section 2 (d) - "Cost of Dispute Resolution"
**Amendment to Article IV, Section 2 (e) - "Board Consideration and
Determination of Complaint"**
Amendment to Article IV, Section 2 (e) and (1 thru 4)
**Amendment to Article IV, Section 2 (f) - "Dispute Resolution -
Not Applicable"**
***197-For, 19-Against**

- **New - Amendment to Article IV, Sections 3 (a) and (b) "Unresolved Disputes /
Complaints"**
188-For, 28-Against

- **New - Amendment to Article V, Section 1 - (C) "Directors"**
199-For, 15-Against

- **New - Amendment to Article V, Section 1 (e) - "Directors" /
"Attending Meetings By Teleconference"**
***193-For, 22-Against"**

- **New - Amendment to Article V, Section 2 (b) and (1 thru 4), (f) - "Powers"**
155-For, 54-Against

- **New - Amendment to Article V, Section 3 (f) - "Duties"**
192- For, 19-Against

- **New - Amendment to Article V, Section 3 (g) - "Duties"**
203-For, 11-Against

- **New - Amendment to Article V, Section 3 (i) - "Duties"**
204-For, 9-Against

- **Amendment to Article V, Section 4 - "Officers"**
160-For, 51-Against

EXHIBIT “A” (CONTINUED)

- New - Amendment to Article V, Section 4 (c) - “Officers”
201-For, 12-Against
- New - Amendment to Article VI, Section 1 (e) - “Elections”
201-For, 15-Against
- New - Amendment to Article VI, Section 1 (f) - “Elections”
201-For, 11-Against
- New - Amendment to Article VI, Section 2 (f) - “Election Procedure”
198-For, 18-Against
- New - Amendment to Article VII, Section 1 (1) - “Executive Committee”
193-For, 22-Against
- New Amendment to Article VII, Section 1 (d)- “Nominations & Elections
Committee”
195-For, 11-Against
- New Amendment to Article VII, Section 1 (g) - “Bylaws and Rules & Regulations
Review Committee”
197-For, 15-Against
- New - Amendment to Article IX, “Books, Records and Papers”
181-For, 33-Against

NOTE: 217 - Responses
35% of the Community chose to vote
Every line item - PASSED.

Reviewed and corrections made: October 1, 2023 - clh