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PREPARED BY & RETURN TO:
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Rehoboth Beach, DE 19971
File No. BRDLEWD-DEED26/RVW

**BYLAWS
OF THE
BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the Association is the Bridlewood Homeowners Association, Inc., hereinafter referred to as the "Association" or "Association."

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.

The name and address of the Association's registered agent in the State of Delaware is as set forth in the Certificate of Incorporation.

**ARTICLE II
CORPORATE SEAL**

The corporate seal shall have inscribed thereon the name of the Association and the year of its incorporation.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. First Meeting of the Members. The first meeting of the members shall be called by the existing Declarant-appointed Board of Directors and shall be for the purpose of conducting the first election of a Board of Directors by and from among the owners of the Bridlewood subdivision, which will complete turning over the governance of the Association from the Declarant to the Bridlewood owners (the "Turnover"). The first meeting and first election shall be held on a date and at a time as deemed appropriate by the Board. The Board of Directors shall send each owner notice of the meeting at least fifteen (15) days, but not more than sixty (60) days, before the meeting. The notice shall specify the place, day and hour of the meeting and shall state that the purpose of the

meeting is to elect a new Board of Directors. Nominations shall be accepted by the existing Board of Directors in accordance with the processes and procedures determined appropriate by the existing Board. A list of nominations shall be prepared by the initial Board of Directors. Elections shall be by written ballot, by plurality vote.

Section 2. Membership and Voting. Every person who or entity which is the record owner of a fee or undivided fee interest in any lot that is the subject of the Declaration shall be deemed to have membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one vote be cast for each lot.

The Association shall have two classes of voting membership.

(a) Class A members shall be all lot owners (with the exception of Declarant) of a lot in the recorded subdivision plot of Bridlewood 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 Class A membership shall be an expanding class and each lot owner shall, upon conveyance of a lot to him, have created with his lot ownership a mandatory membership in the Association as a Class A member in the Association. 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. Class A members shall be added to the Association in accordance with the number of lots conveyed by Declarant to lot owners. Upon recording of a deed for each lot from Declarant to an owner, that owner shall become, for so long as he is an owner, a member of the Association and each such owner, upon transfer of his lot to a subsequent owner, shall then cease to be a member and the acquiring owner shall then become a substitute member.

(b) The Class B member shall be Declarant, Bridlewood, LLC, a Delaware Limited Liability Company, and Declarant shall be entitled to the total number of votes equal to the number of lots titled in it. The Class B membership shall cease and terminate at such time as Declarant ceases to own any lots in Bridlewood.

(c) A quorum for a meeting of the Class A members shall be twenty percent (20%) of the Class A members.

Section 3. Annual Meeting. The members of the Association shall meet at least once per year (which shall be a period of twelve consecutive months) at a time and place established by the Board of Directors, for the purpose of electing a Board of Directors, or replacements thereto, consisting of members of the Association and conducting other

business as it may properly come before the meeting. Nominations shall be made in accordance with the nomination processes and procedures adopted by the Board of Directors from time to time. The Board of Directors shall oversee the election and a Director shall remain in office until a replacement is duly elected. Elections shall be by ballot, by plurality vote.

Section 4. Special meetings. Special meetings of the members may be called at any time by the President and must be called on the request, in writing or by the vote of the majority, of the Directors, or, after the first meeting of the members of the Association, at the request in writing of twenty percent (20%) or more members of the Association.

Section 5. Notice of meetings. Except as otherwise noted herein, 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, or by electronic transmission, at least ten (10) days before the meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or as 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. No change in the time or place of a meeting for the election of Directors, as fixed by these Bylaws, shall be made within ten (10) days before the day on which such election is to be held. In case of any change in such time or place for such election of Directors, notice thereof shall be given to each member entitled to vote in person, or mailed to his or her last known post office address, at least ten (10) days before the election is held.

Section 6. List of Members. A complete list of members entitled to vote, arranged in alphabetical order, shall be prepared by the Secretary and shall be open to the examination of any member at the principal office of the Association for at least ten (10) days prior thereto, and during the whole term of the election.

Section 7. Voting; Proxies. Each member entitled to vote shall, at every meeting of the members, be entitled to vote in person, by ballot, by electronic means, or by proxy. A proxy must be in writing and signed by the owner, but no proxy shall be voted after one (1) year from its date, unless it provides for a longer period. Every proxy shall be revocable and shall automatically cease upon conveyance of the lot owned by the member executing the proxy. Such right to vote shall be subject to the right of the Board of Directors to close the transfer books or to fix a record date for voting members as hereinafter provided and if the Directors shall not have exercised such right, no vote shall be cast at any election for Directors by anyone who shall have accepted membership in the Association within ten (10) days of such election. Voting Only one (1) vote shall be cast with respect to each lot in the Bridlewood subdivision. In the event that members, who hold title to any lot either by the entireties, or as joint tenants, or as tenants in common, attempt to cast the vote for such lot in conflicting ways, such vote shall be recorded as a fractional vote.

Section 8. Quorum. In accordance with § 81-309(a)(1) of DUCIOA, the presence in person, by proxy or by ballot of twenty percent (20%) of the Members shall

constitute a quorum at all meetings of the Association. . If, however, a quorum shall not be present at any meeting, the members entitled to vote in attendance herewith shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until a quorum shall be present.

ARTICLE IV BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The property and business of the Association shall be managed and controlled by its Board of Directors, consisting of not less than three and not more than five Directors. Except for the Board of Directors that exists prior to the first annual meeting of the Association, which shall be comprised of persons appointed by the Declarant, Directors must be members of the Association or spouses of members or, if the member is a corporation, limited liability company, partnership, trust or other entity, an officer, director, managing member or other authorized representative designated in writing by such entity.

Section 2. Election. At the first meeting of the Association members, as set forth above, the members shall elect two Directors for a one-year term and three Directors for a two-year term. The three persons receiving the highest number of votes at the first meeting/first election shall serve the two-year terms. Thereafter, all Directors shall serve for two-year terms. The Directors shall hold office until the next election and until their successors are duly elected and qualified.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a seventy-five percent (75%) vote of the members of the Association at a regular or special meeting noticed for that purpose. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board, though less than a quorum, by majority vote, and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association, however, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 5. Action taken without a meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V MEETING OF DIRECTORS

Section 1. Regular meetings. After each annual election of Directors, the newly elected Directors may meet for the purpose of organization, the election of officers, and the transaction of other business, at such place and time as shall be fixed by the members

at the annual meeting, and if a majority of the Directors be present at such place and time, no prior notice of such meeting shall be required to be given to the Directors. The place and time of such meeting may also be fixed by written consent of the Directors.

Section 2. Special meetings. Meetings of the Directors may be called by the President on five (5) days notice in writing or on two (2) days notice by telephone to each Director (personally speaking with each) and shall be called by the President in like manner on the written request of two (2) Directors. A majority of the Directors shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

ARTICLE VI POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board of Directors shall have the 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, and to establish penalties for infractions;
- (b) Determine and collect the annual, special and capital improvement assessments (as defined in the Declaration) and exercise such other powers as provided therein;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Association, the Declaration of Covenants, Conditions and Restrictions, or by the applicable provisions, if any of the Delaware Uniform Common Interest Ownership Act (25 *Delaware Code*, Chapter 81;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an attorney, an independent contractor, or other employees as deemed necessary, and to prescribe their duties; and
- (f) Close the membership rolls of the Association for a period not exceeding ten (10) days preceding the date of any meeting of members.

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

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement of its acts and corporate affairs to the members at the annual meeting of the members or at any special meeting when the statement is requested in writing by three (3) or more members of the Association;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided here, and in the Bridlewood Declaration of Covenants, Conditions and Restrictions, to:
 - (1) determine the amount of the annual assessment against each lot for approval by majority vote of Association's members at least thirty (30) days in advance of each annual assessment period; 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, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, not to exceed twenty-five dollars (\$25.00) or such other amount as may be deemed reasonable by the Board from time to time, may be made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate 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, employees or independent contractors having fiscal responsibilities to be bonded, or to determine that a bond is not required, as it may be deemed appropriate; and
- (g) Cause all Common Facilities to be maintained as required.

**ARTICLE VII
COMMITTEES**

The Board of Directors may, by resolution or resolutions passed by a majority of the entire Board, designate such committees as it deems necessary or desirable, each such

committee to consist of one (1) or more of the Directors of the Association and such member(s) of the Association as are designated by the Board in such resolution. Such committees shall meet at stated times or on notice to all by any of their own number. Each committee shall fix its own rules of procedure. A majority of the members of a committee shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary in every case to carry a vote of the committee. Such committees shall have and may exercise the powers of the Board of Directors to the extent as provided in such resolution or resolutions.

ARTICLE VIII OFFICERS OF THE ASSOCIATION

The officers of the Association shall be a President, Vice-President, Secretary, Treasurer, and such other officers as may, from time to time, be chosen by the Board of Directors. The President and Vice Presidents shall be chosen from among the Directors. The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer chosen or appointed by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the entire Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the affirmative vote of a majority of the whole Board of Directors. One Board member may serve the position of several offices, except President and Vice-President.

Section 1. Duties of the President. The President shall be the chief executive officer of the Association. It shall be the President's duty to preside at all meetings of the members and Directors; to have general and active management of the business and the Association; to see that all orders and resolutions of the Board of Directors are carried into effect; to execute all agreements and other instruments in the name of the Association, and to affix the corporate seal thereto when authorized by the Board of Directors.

The President shall have the general supervision and direction of the other officers of the Association and shall see that their duties are properly performed.

The President shall submit a report of the operations of the Association for the year to the Directors at their meeting next preceding the annual meeting of the members and to the members at their annual meeting.

The President shall be ex-officio a member of all committees and shall have the general duties and powers of supervision and management usually vested in the office of the President of an Association.

Section 2. Vice President. The Vice President(s), in the order designated by the Board of Directors, shall be vested with all powers and required to perform all the duties of the President in the event of the President's absence or disability and shall perform such other duties as may be prescribed by the Board of Directors.

Section 3. Secretary. The Secretary shall attend all meetings of the Association, the Board of Directors, and any committee meetings. The Secretary shall act as clerk thereof and shall record all of the proceedings of such meetings in a book kept for that purpose, shall give proper notice of meetings of members and Directors, and shall perform such other duties as shall be assigned by the President or the Board of Directors.

Section 4. Treasurer. The Treasurer shall have custody of the funds and securities of the Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors or the President, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, whenever they may require it, an account of all of his/her transactions as Treasurer, and of the financial condition of the Association, and at the regular meeting of the Board of Directors next preceding the annual members' meeting, a like report for the preceding year.

The Treasurer shall keep an account of the members of record in such manner and subject to such regulations as the Board of Directors may prescribe.

The Treasurer shall give the Association a bond, if required so by the Board of Directors, in a sum and form, and with corporate security, satisfactory to the Board of Directors for the faithful performance of the duties of the office and the restoration to the Association, in case of the Treasurer's death, resignation or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession, belonging to the Association. Such bond and security shall, if required, be provided at the Association's expense.

The Treasurer shall perform such other duties as the Board of Directors may from time to time prescribe or require.

Section 5. Delegation of duties. In case of the absence or disability of any officer of the Association or for any other reason deemed sufficient by a majority of the Board, the Board of Directors may delegate that officer's powers or duties to any other officer or to any Director for the period of the absence or disability.

ARTICLE IX ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. By the acceptance of title to a lot within the Community, as set forth in the Declaration of Covenants, Conditions and Restrictions, each member is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments or charges; and

(b) Special assessments or charges.

The annual and special assessments, together with interest and costs of collection, as provided below, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment fell due and shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used for the purpose of maintaining the Common Facilities in the Bridlewood subdivision and all improvements located thereon, including, but not limited to, any on-site or off-site storm water management facilities, and for any of the other purposes as set forth in these Bylaws, the Certificate of Incorporation, or the Declaration of Covenants, Conditions and Restrictions. Assessments shall be established in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions.

**ARTICLE X
BOOKS AND RECORDS**

The books, records and papers of the Association shall at all reasonable times, during reasonable business hours, be subject to inspection by any member. The Declaration of Covenants, Conditions and Restrictions, the Certificate of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost as determined by the Board of Directors.

**ARTICLE XI
ASSOCIATION PAYMENTS**

All checks, drafts or orders for the payment of money shall be signed by the President and the Secretary or by such other officer or officers as the members of the Association may approve.

**ARTICLE XII
MEMBERS OF RECORD**

The Association shall be entitled to treat the title holder or holders of record of any lot in the Bridlewood subdivision as members in fact of the Association, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such lot or memberships on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Delaware.

**ARTICLE XIII
FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January of each year.

ARTICLE XIV AMENDMENT

Section 1. Amendment. At any time after the first meeting of the members of the Association following the election of the Board of Directors comprised of homeowners and except as may otherwise be provided in these Bylaws, these Bylaws may be modified or amended either (i) by a vote of at least fifty-one percent (51%) of the membership present, in person or by proxy, at any regular or special meeting, provided that notice of the proposed amendment shall have been given to each Owner at least ten (10) days in advance of such meeting, or (ii) pursuant to a written instrument duly executed by a majority of all of the Owners.

Section 2. Expanded Duties. By affirmative vote of fifty-one percent (51%) of the members of the Association present and voting at any meeting duly noticed, the Association may provide for services in addition to the maintenance of private open space and Common Facilities, as provided herein. However, no such service may be provided which would jeopardize the Association's standing as a homeowner association under the Internal Revenue Code, as it may be amended.

ARTICLE XV DEFINITIONS

The following definitions are applicable hereto:

1. "Association" shall mean and refer to the "Bridlewood Homeowners Association, Inc.," its successors and assigns.
2. "Lot" shall mean and refer to each lot in the Bridlewood subdivision as shown on the Record Plan.
3. "Member" shall mean and refer to every person or entity that holds membership in the Association.
4. "Owner" shall mean and refer to the record owner of a fee simple title to a lot in Bridlewood.
5. "Common Facilities" shall mean and refer to any area in the Bridlewood subdivision as shown on said Plan of Bridlewood dedicated as private open space, stormwater management area, recharge or infiltration system, including any off-site stormwater management easements, buffer areas or landscaping within open areas, sidewalks abutting open space and/or not located in a DelDOT right-of-way, and any other item if specifically defined as a common area on said Plan.

ARTICLE XVI
DOCUMENTS INCORPORATED BY REFERENCE AND CONFLICTS

All of the terms, conditions, matters and information contained and more fully set forth in the Certificate of Incorporation and Declaration of Covenants, Conditions and Restrictions are incorporated by reference. In the event of any conflict between the provisions of the Declaration of Covenants, Conditions and Restrictions for Bridlewood and the provisions of these By-Laws, the provisions of the Declaration shall control. In the event of any conflict between the provisions of these Bylaws, the Declaration of Restrictive Covenants, the Certificate of Incorporation of the Association and the applicable provisions, if any of 25 Delaware Code, Title 25, Section 85- 101 *et seq.*, commonly known as the Delaware Uniform Common Interest Ownership Act ("DUCIOA") the applicable provisions of DUCIOA shall prevail as if stated and set forth in the Declaration of Covenants, Conditions and Restrictions for Bridlewood and these Bylaws.

CERTIFICATION OF BY-LAWS
BRIDLEWOOD HOMEOWNERS ASSOCIATION, INC.

The undersigned, Secretary of Bridlewood Homeowners Association, Inc., a Delaware corporation, does hereby certify as follows:

1. I, the undersigned, do hereby certify that I am the duly elected and acting Secretary of the Bridlewood Homeowners Association, Inc., a Delaware corporation, and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 18th day of August, 2026. These By-Laws are being recorded to comply with the applicable provisions of 25 Del. C. § 81-101 *et seq.* of the Delaware Uniform Common Interest Ownership Act.

BRIDLEWOOD HOMEOWNERS
ASSOCIATION, INC.

By: [Signature] (SEAL)

Kenneth A. Simpler, Jr., Trustee of
the Kenneth A. Simpler, Sr.,
Revocable Trust and/or as Executor
of the Estate of Kenneth A. Simpler,
Sr.

Print Name: Kenneth A Simpler

Date: August 18, 2026

STATE OF DELAWARE)

COUNTY OF NEW CASTLE)

SS

BE IT REMEMBERED, that on this 18th day of August, 2026, came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Kenneth A. Simpler, Jr., Trustee of the Kenneth A. Simpler, Sr., Revocable Trust and/or as Executor of the Estate of Kenneth A. Simpler, Sr., Secretary of Bridlewood Homeowners Association, Inc., party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed on behalf of the Association.

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

JONNIE RENEE SCOBELL
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires June 27, 2030

[Signature] (Seal)
Notary Public or Notarial Officer
My commission expires: 6/27/2030