



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JOHN DELANEY AND APRIL
DELANEY,

Plaintiffs,

v.

HENLOPEN ACRES BEACH CLUB,
INC.,

Defendant.

C.A. No. 2023-0269-NAC

**HENLOPEN ACRES BEACH CLUB INC.'S RESPONSE TO THE
VERIFIED PETITION TO QUIET TITLE AND ANSWER TO THE
COMPLAINT FOR EQUITABLE, DECLARATORY,
INJUNCTIVE, AND OTHER RELIEF AND
COUNTERCLAIM OF HENLOPEN ACRES BEACH CLUB INC.**

Defendant Henlopen Acres Beach Club, Inc. ("HABC") by and through its undersigned counsel, does hereby respond to the Verified Petition and Complaint of Plaintiffs follows:

BACKGROUND

1. This case involves a walkway between the house located on Plaintiffs' ocean-front property and the beach, which walkway has been in continuous and open use since the 1950's to the present.

ANSWER: Admitted in so far as the case involves a walkway. Denied that said walkway is located on Plaintiff's property. By way of further answer, HABC denies that any walkway alleged has been in continuous and open use

since the 1950's as plaintiff unlawfully extended this walkway onto HABC's property long after the 1950's.

2. Despite that Plaintiffs and their predecessors, under claim of right, hostilely, openly, actually, and continually, have used and maintained the walkway for more than sixty years, Defendant has unilaterally decided "to fill the existing gap in the sand fence, so it will be clear that the existing route to the beach should no longer be used."

ANSWER: Denied. By way of further answer, HABC admits that quoted portion of the paragraph is a true and correct quote of a portion of a statement contained within a letter between counsel for HABC and counsel for the Delaneys.

3. Defendant's threatened actions are in derogation of Plaintiffs' property rights, are vindictive, and without any legal basis or cause.

ANSWER: Denied.

PARTIES AND JURISDICTION

4. Plaintiffs John and April Delaney ("Plaintiffs") are the current owners of 2 Ocean Drive, Rehoboth, Delaware 19971 identified for assessment and taxation purposes as Sussex County Parcel No. 334-14.02-122.00 in Henlopen Acres (the "Property").

ANSWER: Denied that the Plaintiffs' property is located in Henlopen Acres. Admitted that land records of Sussex County Delaware show the Plaintiffs to be the current owners of the Property.

5. Defendant Henlopen Acres Beach Club, Inc. ("Defendant") is the current owner of 3 Ocean Drive, Rehoboth, Delaware 19971, identified for assessment and taxation purposes as Sussex Parcel No. 334-14.05-121.00 in Henlopen Acres.

ANSWER: Admitted that this was the physical address of the HABC for many years. By way of further answer, the Property known as 3 Ocean View Drive was recently assigned a new postal address of 28 Dune Way, Rehoboth Beach, DE 19971.

6. This Court has subject matter jurisdiction over this action pursuant to Article IV, § 10 of the Delaware Constitution and 10 Del. C. §§ 341 and 342, along with its traditional exercise of equitable jurisdiction over Quiet Title actions.

ANSWER: Admitted.

FACTUAL ALLEGATIONS

7. Henlopen Acres is a residential development beside the Lewes and Rehoboth Canal. It was developed by architect and engineer Colonel Sherman Corkran in the 1930's, who deeded the land to a corporation he named Henlopen

Acres, Inc., with the goal of developing a residential community offering a wooded setting on an ocean beach.

ANSWER: Admitted.

8. In 1957, Henlopen Acres, Inc. deeded the Property, then known as Lot 177, to Edward A. Beard and Phyllis H. Beard (the “Beards”).

ANSWER: Admitted that the land records of Sussex County show this transfer.

9. In 1958, Henlopen Acres, Inc. deeded the land adjacent to the Property on the west to the Henlopen Acres Beach Club, Inc. to be used solely as a beach club.

ANSWER: Admitted.

10. In 1959, the Beards constructed a residence on the Property.

ANSWER: HABC is without sufficient information to admit or deny the allegations in this paragraph, and therefore denies the same.

11. In 1965, The Beards transferred the Property to Christopher Beard, Ralph Richardson Beard, and Stephanie Jocelyn Bears (the “Beard Children”).

ANSWER: Admitted that the land records of Sussex County show this transfer.

12. In 1979, the Beard Children sold the Property to Marsh S. and Mary Jane Marshall.

ANSWER: **Admitted that the land records of Sussex County show this transfer.**

13. Since the 1950's when a house was first constructed on the Property, the owners of the Property have maintained a walkway (the "Walkway") running, in a straight line, from the home directly to the beach.

ANSWER: **Denied.**

14. Since at least 1980, the Walkway has been demarcated by wooden planks.

ANSWER: **Denied as stated.**

15. Since the 1950's, the owners of the Property have hostilely, openly, actually, and continually possessed the Walkway to the exclusion of all others to access the beach from the residence.

ANSWER: **Denied.**

16. In 2000, the Property was transferred to Maura C. Marshall, Donna N. Constantinople, Jenifer M. Lippincott, and March S. Marshall, Jr. (the "Marshall Children").

ANSWER: **Admitted that the land records of Sussex County show this transfer.**

17. In 2010, The Marshall Children sold the Property to the Plaintiffs, John and April Delaney.

ANSWER: **Admitted that the land records of Sussex County show this transfer.**

18. The Walkway was pictured in the listing for the Property, along with an aerial photograph showing the Walkway connecting the residence to the beach.

ANSWER: **HABC is without sufficient information to admit or deny the allegations in this paragraph and therefore denies the same.**

19. Since coming into possession of the Property, Plaintiffs have hostilely, openly, actually, and continually possessed the Walkway to the exclusion of all others to access the beach from the residence.

ANSWER: **Denied.**

20. Defendant has contested Plaintiffs' ownership and right to use the Walkway.

ANSWER: **Admitted.**

21. On February 27, 2023, Plaintiffs received a letter from Defendant in which Defendant demanded the removal of the Walkway and indicated that it intended to plant dune grass on the Walkway from Defendant's "property line to the beach, and to fill the existing gap in the sand fence, so it will be clear that the existing route to the beach should no longer be used." Defendant further stated it "will keep the sand fence low in front of [Plaintiffs'] property to avoid obstruction of their view."

ANSWER: **Denied in part and admitted in part. By way of further answer, HABC's counsel sent a letter to Defendants' counsel asking him to instruct the Defendants to remove that portion of the Walkway which sits on HABC's property as soon as practicable. The contents of the letter speak for themselves and therefore no further answer is required.**

22. The controversy regarding the Walkway involves the rights and legal relations of the parties seeking declaratory relief, as it relates to the Plaintiffs' claim of possession and ownership of the Walkway.

ANSWER: **This paragraph calls for a legal conclusion and therefore no further answer is required. To the extent a further answer is required, the allegations in this paragraph are denied.**

23. Plaintiffs' claims are asserted against Defendant who has an interest in contesting Plaintiffs' position.

ANSWER: **Admitted.**

24. Plaintiffs and Defendant's interest are real and adverse; they hold competing views on the possession and ownership of the Walkway.

ANSWER: **Admitted.**

25. The issue involved is ripe for judicial determination because the issue has come to a head given Defendant's recent action of demanding that Plaintiffs

remove the Walkway and advising of is intent to plant dune grass in violation of Plaintiffs' possessory rights.

ANSWER: Denied as stated.

COUNT I
ADVERSE POSSESSION

26. The factual allegations of the preceding paragraphs are hereby incorporated by reference as if fully set forth.

ANSWER: The responses of the preceding paragraphs are hereby incorporated by reference as if fully set forth.

27. Since at least 1980, Plaintiffs and their predecessors have, under a claim of right, hostilely, openly, actually and continually possessed the Walkway to the exclusion of all others, including, without limitation, Defendant.

ANSWER: Denied.

28. As described herein and to be proven at trial, Plaintiffs and their predecessors-in-interest have, for a continuous period of at least twenty years, possessed, maintained and used the Walkway for access from the Property to the beach.

ANSWER: Denied.

29. Plaintiffs and their predecessors' use, possession, and ownership of the Walkway meets the requirements of 10 *Del. C.* § 7901.

ANSWER: Denied.

30. By reason of the foregoing, legal title to the Walkway has vested in the Plaintiffs.

ANSWER: Denied.

31. Plaintiffs are entitled to a declaration that Plaintiffs, and not Defendant or any other parties, are the owners of the fee simple absolute interest in the Walkway.

ANSWER: Denied.

COUNT II
ACQUIESCENCE

32. The factual allegations of the preceding paragraphs are hereby incorporated by reference as if fully set forth.

ANSWER: The responses of the preceding paragraphs are hereby incorporated by reference as if fully set forth.

33. In the alternative, and only to the extent that title to the Walkway is not found to lie with Plaintiffs via adverse possession, Plaintiffs claim ownership of the Walkway under the doctrine of acquiescence.

ANSWER: This paragraph calls for a legal conclusion and therefore no further answer is required. To the extent a further answer is required, the allegations in this paragraph are denied.

34. Defendant acquiesced in the exclusive possession and use of the Walkway by Plaintiffs and Plaintiffs' predecessors-in-interest for at least twenty years, as described above.

ANSWER: Denied.

35. Plaintiffs, Plaintiffs' predecessors-in-interest, and Defendant treated as the boundary line between their properties the line which gives ownership of the Walkway to Plaintiffs, for at least 20 years.

ANSWER: Denied.

36. Plaintiffs have established ownership of the disputed parcel by acquiescence, and Defendant is estopped from asserting ownership as to the Walkway.

ANSWER: Denied.

COUNT III
PRESCRIPTIVE EASEMENT

37. The factual allegations of the preceding paragraphs are hereby incorporated by reference as if fully set forth.

ANSWER: The responses of the preceding paragraphs are hereby incorporated by reference as if fully set forth.

38. In the alternative, and only to the extent that title to the Walkway is not found to lie with Plaintiffs, Plaintiffs and its predecessors have used the Walkway openly, notoriously, exclusively, and adversely to the rights of others on a

continuous basis for at least twenty years, resulting in Plaintiffs acquiring a prescriptive easement for the Walkway which Plaintiffs and any subsequent owners of the Property may continue to use for access to the beach.

ANSWER: Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiff have failed, in whole or in part, to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of permissive use.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by insufficient acts.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are time barred.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of laches.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrines of waiver, impossibility, or impracticality.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the doctrine of estoppel.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs cannot establish the necessary elements for the grant of a permanent injunction.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs cannot establish the necessary elements for declaratory judgment relief.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to establish the necessary elements for each and every claim asserted against Defendant.

RESERVATION OF RIGHTS

HABC reserves the right to assert additional defenses as the case progresses and the facts are ascertained to support such affirmative defenses.

WHEREFORE, Defendants pray that judgment be entered against Plaintiffs and that all claims against Defendants be dismissed with prejudice, that the court order Plaintiffs to remove their walkway from Defendants property, award Defendants their attorneys' fees and costs.

COUNTERCLAIMS

Defendant/Counter-Plaintiff Henlopen Acres Beach Club Inc., ("HABC" or "Counter-Plaintiff"), by its undersigned attorneys, brings this counterclaim against

Plaintiff/Counter-Defendants, John and April Delaney (the “Delaney’s” of “Counter-Defendants”) and alleges the following:

JURISDICTION

1. This Court has jurisdiction pursuant to 10 *Del. C.* §§ 341.
2. Counter-Plaintiff has no adequate remedy at law.

PARTIES

3. Counter-Plaintiff, HABC is record owner of 28 Dune Way, Rehoboth Beach, Delaware 19974 f/k/a/ 3 Ocean Drive, identified for assessment and taxation purposes as Sussex Parcel No. 334-14.05-121.00, and located in the Henlopen Acres development (the “HABC Property”).

4. Counter-Defendants, John and April Delaney (“Plaintiffs”) are the current owners of 2 Ocean Drive, Rehoboth, Delaware 19971, identified for assessment and taxation purposes as Sussex County Parcel No. 334-14.02-122.00 in the North Shores development (the “Delaney Property”).

FACTUAL BACKGROUND

5. Counter-Plaintiff repeats and incorporates all averments in paragraphs 1-4 as if fully set forth herein.

6. HABC is a non-profit social club located within the Henlopen Acres community in Rehoboth Beach, Delaware.

7. In 1958, Henlopen Acres, Inc. deeded the HABC Property to HABC

to be used solely as a beach club.

8. As part of that conveyance, HABC incorporated and filed its by-laws on or about October 14, 1958. Article III of the Certificate of Incorporation states that, “the corporation shall not have the power to sell, lease, convey, or otherwise dispose of the real property acquired by deed of gift from Henlopen Acres, Inc.” A true and correct copy of the Certificate of Incorporation is attached as Exhibit A.

9. Since obtaining the property in 1958, HABC has maintained the HABC property in its entirety, including entering into maintenance agreements with the neighboring North Shores community’s North Shores Board of Governors Inc., to maintain the sand and dune area immediately adjacent to the boundary line between HABC and North Shores to prevent encroachment by the ocean, to provide uniformity of appearance, and to maintain and repair vegetation and fencing to achieve the stated goals. HABC and North Shores entered into such agreements, each one of which remained in effect until superseded by the next agreement, in 1999, 2012, and 2018.

10. As part of this maintenance, HABC and/or North Shores routinely, among other things, built up and replenished sand dunes, installed signage and property line markers, planted vegetation, and installed fencing, all with the goal of preserving the property and educating potential beachgoers when they reached

private property.

11. On May 21, 2010, the Delaneys purchased the property located at 2 Ocean Drive in the North Shores community, which is adjacent to the HABC Property on the north side. As part of that conveyance, the Delaneys had a survey done by Suburban Survey on May 6, 2010 (the “Survey”). A true and correct copy of the Survey is attached as Exhibit B.

12. The Survey depicts a ramp protruding from a structure built on the lot, the full length of which is solely on the Delaney Property.¹

13. Both properties enjoy beach front ownership along a portion of their respective property lines.²

14. From 2010 through 2021, the Delaneys never objected to HABC’s maintenance activities, and the Delaneys and HABC were neighbors seemingly, without issue.

15. In late March of 2021, HABC began to prepare for the 2021 summer season. As part of this preparation, HABC installed stakes and fencing along the beachfront area of its northern property line. At this time, HABC discovered that the Delaneys had constructed wooden walkway (the “Walkway”) which, (i) encroached upon the HSBC property, and (ii) was constructed without the

¹ See Ex. B.

² *Id.*

appropriate approvals by DNREC.

16. HABC wrote to the Delaneys and requested removal of the unauthorized construction.

17. Shortly thereafter, on or about April 19, 2021, HABC received a communication from counsel for the Delaney's asserting a claim of ownership to that portion of the HABC property which the Delaneys had encroached upon with their Walkway construction and continuing over the sand dunes situated on the HABC Property.

18. HABC, as fee simple owner of the land over which the Delaneys aver ownership, disagreed and this litigation ensued.

COUNT I
(Quiet Title)

19. Counter-Plaintiff repeats and incorporates by reference all averments in paragraphs 1-18 as if fully set forth herein.

20. HABC is without an adequate remedy at law.

21. HABC is fee simple owner of 28 Dune Way, Rehoboth Beach, Delaware 19974, Parcel No. 334-14.05-121.00.

22. HABC has maintained and owned the HABC Property continuously, without interruption, to the exclusion of all others since 1958.

23. It is necessary for HABC to seek an order confirming that the HABC

Property is vested in HABC in fee simple and that no other party has an estate, right, title, lien, or interest in or to the HABC Property or any part thereof, due to the actions of the Counter-Defendants.

24. HABC is not aware of any other party claiming any interest in the HABC Property.

COUNT II
(Declaratory Judgment)

25. Counter-Plaintiff repeats and incorporates by reference all averments in paragraphs 1-24 as if fully set forth herein.

26. An actual, present, and justiciable controversy exists between HABC and the Counter-Defendants concerning ownership of real property.

27. The controversy involves the rights of HABC over its property and this action is brought against individuals who are contesting a portion of HABC's ownership interest.

28. The controversy is between parties whose interests are real and adverse, and the issues involved are ripe for judicial determination.

29. Pursuant to the Delaware Declaratory Judgment Act, 10 *Del. C.* § 6501 *et seq.*, HABC seeks a declaration from this Court that the HABC is the sole and exclusive owner in fee simple of the entire parcel of property known as 28 Dune Way, Rehoboth Beach, Delaware 19974, Parcel No. 334-14.05-121.00.

30. A declaratory judgment is necessary and proper in order to affirm

HABC's sole and exclusive fee simple ownership of the entire parcel of property known as 28 Dune Way, Parcel No. 334-14.05-121.00, and to allow HABC the quiet and peaceful possession of the same.

WHEREFORE, Plaintiff prays for the following relief:

A. That the Court enter an Order determining that HABC owns fee simple absolute title to, and is entitled to the quiet and peaceful possession of, the HABC Property, and that no person other than HABC has an estate, right, title, lien or interest in or to the HABC Property or any part thereof, and that all other persons other than HABC shall be permanently enjoined from asserting any claim adverse to HABC's title to the HABC Property.

B. Judgment in favor of HABC and against the Counter-Defendants declaring that HABC has sole and exclusive fee simple ownership of the entire parcel of property known as 28 Dune Way, Rehoboth Beach, Delaware 19974, Parcel No. 334-14.05-121.00.

C. That the Court grant such other and further relief to the Counter-Plaintiff that the Court deems just and proper.

Dated: April 5, 2023

CONNOLLY GALLAGHER LLP

/s/ Max B. Walton

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Case No. 2023-0269-NAC



EXHIBIT A

CERTIFICATE OF INCORPORATION
OF
HENLOPEN ACRES BEACH CLUB, INC.

FIRST. The name of this corporation is:

Henlopen Acres Beach Club, Inc.

SECOND. Its principal office in the State of Delaware is to be located at Henlopen Acres, Lewis and Rehoboth Hundred, Sussex County, Delaware, and its resident agent is:

John A. McManis,
Rolling Road,
Henlopen Acres,
Rehoboth Beach, Delaware.

THIRD. The nature of the business or the objects and purposes to be promoted and carried on by this corporation are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do, namely:

To establish, operate and maintain a beach club at Henlopen Acres, Sussex County, Delaware, to provide non-profit swimming facilities to its members and their families, for the recreation, social entertainment and benefit of its members.

To purchase, receive, take or in any manner acquire, own, hold, deal in, maintain, sell, convey or otherwise dispose of and use any and all real property, or personal property as may be necessary, useful or appropriate to enable this corporation to accomplish its objects and purposes; provided, nevertheless, that the corporation shall not have the power to sell, lease, convey or otherwise dispose of the real property acquired by deed or gift from Henlopen Acres, Inc.

To borrow money and otherwise contract indebtedness for any of the purposes of the corporation, and to issue, accept, endorse, discount, sell, pledge or otherwise dispose of promissory notes, bills of exchange, bonds and other evidences of indebtedness, and to secure any of its obligations by mortgage, pledge or deed of trust of all or any part of its property at the time owned or thereafter acquired.

To enter into, make and perform contracts of every kind for any lawful purpose, with any person, firm, association or corporation, town, city, county, body politic, state or government or lawful agency thereof.

To have one or more offices and to conduct any or all of its operations and to promote its objects within or without the State of Delaware without restriction as to place or amount.

To do any or all of the things herein set forth as principal, agent, contractor, trustee or otherwise, alone or in company of others.

The objects and purposes specified herein shall be regarded as independent objects and purposes and, except where otherwise expressed, shall be in no way limited nor restricted by reference to or inference from the terms of any other clause or paragraph of this Certificate of Incorporation, and shall be construed both as objects and powers and the enumeration thereof shall not be held to limit or restrict in any manner the general powers conferred on this corporation or corporations of this character by the laws of the State of Delaware now in

force or hereafter enacted.

FOURTH. (1) This corporation is a corporation not organized for profit and is to have no authority to issue capital stock.

(2) Memberships in this corporation shall be divided into three classes as follows:

- (a) Owners of real property situated in Henlopen Acres, Leves and Rehoboth Hundred, Sussex County, Delaware, who shall subscribe and pay to the corporation a sum of money not less than \$400.00 so long as they remain owners of record of real property in Henlopen Acres as aforesaid and meet the other requirements for membership set forth in this Certificate or by-laws of the corporation, shall be known as resident members.
- (b) Persons, not owners of real property in Henlopen Acres, who shall qualify for and be accepted into membership as provided in the by-laws of the corporation, shall be known as associate members.
- (c) The President of Henlopen Acres, Inc. or his successors, so long as they continue to serve in that capacity, shall be honorary members.

(3) Memberships in the corporation shall not exceed a total equal to the number of lots in Henlopen Acres, from time to time, the present total being 213.

(4) In order to be eligible for membership as a resident or as an associate member, the applicant must, in addition to meeting the other requirements set out herein or in the by-laws:

- (a) make written application for membership which shall be in such form and on such terms, conditions and agreements as may be prescribed in the by-laws of the corporation;
- (b) pay such membership fee in the manner and amount as shall be provided for in the by-laws of this corporation;
- (c) agree to pay such dues, assessments or charges as may be provided for in the by-laws of the corporation;
- (d) agree to comply with and to be bound by the provisions of this Certificate of Incorporation, the by-laws of the corporation and such rules and regulations as may from time to time be adopted by the Board of Directors of the corporation.

(5) In the event any member shall cease to be a property owner in Henlopen Acres such member's membership shall immediately terminate.

(6) Membership in this corporation shall be evidenced by a certificate or card of membership to be issued to each member in the manner and form provided for in the by-laws.

(7) Membership in the corporation and a certificate or card representing the same shall not be assignable or transferable except as may be permitted by

the by-laws of the corporation.

(8) The conditions, qualifications, limitations, restrictions and rights attaching to membership and the privileges, duties and obligations of members, in addition to those specified herein, but not in conflict therewith, shall be set forth in the by-laws of this corporation.

FIFTH. The names and place of residence of each of the incorporators are as follows:

<u>Name</u>	<u>Residence</u>
Jackson W. Baysor	Georgetown, Delaware,
Paul R. Reed	Rehoboth Beach, Delaware,
Irene M. Hudson	Millsboro, Delaware.

SIXTH. This corporation is to have perpetual existence.

SEVENTH. The private property of the members of this corporation shall not be subject to the payment of corporate debts to any extent whatever.

EIGHTH. (1) The affairs of this corporation shall be managed by a Board of Directors composed of persons who are resident members of this corporation and honorary life members. The number of directors shall be set at nine including the President of Henlopen Acres, Inc.

(2) The directors, except as hereinafter otherwise provided, shall be elected in the manner provided for in the by-laws, by and from the resident members. The directors so elected shall hold office until the next succeeding annual meeting of the members or until their respective successors shall have been elected and shall have qualified. Provided, however, that if any Director shall cease to be a property owner in Henlopen Acres during his term of office, such person shall immediately and without any further action of this corporation cease to be a director and his place on the Board of Directors shall be considered vacant. The President of Henlopen Acres, Inc., and his successors, shall be one of the Board of Directors and shall serve in that capacity.

NINTH. In furtherance and not in limitation of the general powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized:

(1) To designate one or more committees which shall have and may exercise such powers as the Board of Directors shall deem necessary and proper.

(2) Subject to the laws of the State of Delaware, to exercise any and all other powers, in addition to the powers expressly conferred by law and by this Certificate of Incorporation, which may be conferred upon the Board of Directors through appropriate by-law provisions.

TENTH. (1) The members and directors may hold their meetings, keep the books of the corporation, and have one or more offices, at such places as may from time to time be designated by the by-laws, except as otherwise required by the laws of the State of Delaware.

(2) The right of members having voting power to inspect the books and records of the corporation at reasonable times shall not be curtailed, provided such members desiring to inspect the same can give reasonable assurance the information so obtained will not be used for an improper purpose.

3

ELEVENTH. The by-laws of the corporation with the exception of those designated as irrevocable may be altered, amended or repealed by the members having voting power at any regular or special meeting provided that the notice of such meeting shall contain a copy of the proposed alteration, amendment or repeal and provided that such alteration, amendment or repeal shall not be contrary to any provision of this Certificate nor conflict with nor affect any restrictions, covenants or conditions contained in any deed of real property to the corporation.

TWELFTH. The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation with the exception of Article Fourth (2)(c) and Article Eighth (2) in the manner or to the extent now or hereafter authorized by law, subject to the limitations or restrictions of any deed of conveyance of real property to the corporation, and all rights and powers conferred on officers, directors and members herein are granted subject to this reservation.

IN WITNESS WHEREOF, we, the undersigned, being all of the incorporators, for the purpose of forming a non-profit membership corporation under the general corporation law of the State of Delaware, do make and file this Certificate of Incorporation, hereby declaring and certifying that the facts herein stated are true and accordingly hereunto have set our respective hands and seals this 14th day of October, A.D. 1958.

In the Presence of:

Mary Catherine Hudson

as to all

Jackson W. Rayser (SEAL)
Jackson W. Rayser

Paul R. Read (SEAL)
Paul R. Read

Irene M. Hudson (SEAL)
Irene M. Hudson

STATE OF DELAWARE |
 | SS.
COUNTY OF SUSSEX |

BE IT REMEMBERED, That on this 14th day of October, A. D. 1958,
personally appeared before me, the Subscriber, a Notary Public for the State and
County aforesaid, JACKSON W. RAYSON, PAUL E. REED and IRENE M. HUDSON, parties
to the foregoing certificate of incorporation, known to me personally to be
such, and I having first made known to them and each of them the contents of
said certificate, they did each severally acknowledge that they signed, sealed
and delivered the same as their voluntary act and deed, and each depose that
the facts therein stated were truly set forth.

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


Notary Public



WACR
DEL

5

EFiled: Apr 05 2023 03:19PM EDT
Transaction ID 69737995
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EXHIBIT B

H.O.F. NORTH SHORES
BOARD OF GOVERNORS

Exhibit

503°32'40"W

28.95'

BK: 3788

PG: 9

Consideration:

4,425,000.00

County 66,375.00

State 66,375.00

Town Total 132,750.00

Received: Dana L May 24, 2010

FOUND
PIPE
NEC/ALC/MB

FOUND
PIPE
NEC/ALC/MB

Recorder of Deeds
John F. Brady
May 24, 2010 12:46P
Sussex County
Doc. Surcharge Paid

178

177

AREA = 84,548 S.F.

POOL

RECEIVED

MAY 24 2010

ASSESSMENT DIVISION
OF SUSSEX COUNTY

OCEAN DRIVE (60' R/W)

N 03°32'40"E

167.43

○ = FOUND 1/2" PIPE
● = SET 1/2" PIPE
— = WOOD FENCE
— = PVC FENCE

N

166.125

SUBURBAN SURVEY

APPROVED
Existing lot
5-26-10 SA
SUSSEX COUNTY
PLANNING & ZONING COMMISSION

PROPERTY & LOCATION SURVEY
prepared for
JOHN DELANEY & APRIL DELANEY

LOT 177 NORTH SHORES
(K/A 2 OCEAN DRIVE),
LEWES & REHOBOTH HUNDRED,