



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

THE MALLARD LAKE)	
COMMUNITY ASSOCIATION, INC.,)	
)	
Plaintiff,)	C.A. No.
)	
v.)	
)	
SIMONE REBA,)	
)	
Defendant.)	

**VERIFIED COMPLAINT FOR INJUNCTIVE RELIEF,
DECLARATORY RELIEF, AND DAMAGES**

Plaintiff, The Mallard Lake Community Association, Inc. (the “Association”), on its own behalf and to the extent applicable on behalf of its members pursuant to 25 *Del. C.* § 81-302(a)(4), hereby files this Verified Complaint for Injunctive Relief, Declaratory Relief, and Damages against Defendant, Simone Reba (“Defendant”) and, in support thereof, states as follows:

NATURE OF THE ACTION

1. The Association files this action to enjoin the continued misconduct of Defendant related to Defendant’s pattern of holding herself out to federal and state agencies, local government representatives, elected officials, and other third parties as someone who speaks on behalf of the Association or its board of directors, referred to as the “Council.”

2. Having tried and failed to convince the Defendant to cease her ongoing misconduct, and to protect the Association, its employees, agents and assigns from the imminent threat of irreparable harm that Defendant's misconduct presents, the Association, through the Council, now seeks specific and targeted relief from this Court.

PARTIES

3. Mallard Lakes (the "Condominium") is a common interest residential community located in Selbyville, Delaware in Sussex County. The Association is an entity organized and existing under the laws of the State of Delaware, and is, *inter alia*, responsible for providing for the operation, care, upkeep, replacement, and maintenance of all of the common elements in the Condominium. The Association asserts this action on its own behalf and, to the extent applicable, on behalf of its members pursuant to the authority granted under 25 *Del. C.* § 81-302(a)(4).

4. Defendant is an individual resident of Springfield, Virginia. The Defendant, along with Jeffrey C. Reba, purchased a unit in the Condominium on September 15, 2023, known as 37898 Eagle Lane, Unit 342, Selbyville, Delaware 19975, in Phase II, Building 25 (the "Unit"). Later, Defendant, along with Jeffrey C. Reba, transferred the Unit into the Reba Family Trust Dated August 7, 2025. Upon information and belief, Defendant, as trustee, remains the owner of the Unit located

in the Condominium. Service of process may be effectuated pursuant to Ct. Ch. Civ. R. 4(c).

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this action pursuant to 10 *Del. C.* § 341, *et seq.*

6. This Court has personal jurisdiction over the Defendant who and owns the Unit and conducts activity within the State of Delaware.

7. Venue in this Court is proper under because Defendant owns the Unit, and a substantial part of the events giving rise to this action occurred, in this judicial district.

FACTS

The Community and Its Governing Structure

8. The Association is governed in part by the *Cumulative, Combined and Restated Declarations Establishing A Plan for Condominium Ownership of Premises Located in Baltimore Hundred, Sussex County Delaware, Pursuant to the Unit Property Act of the State of Delaware Mallard Lakes Condominium*, recorded at the Recorder of Deeds Office for Sussex County on June 18, 2024 as Book 6121, Page 1, *et seq.* (the “Declaration”), and the *Cumulative, Combined and Restated Code of Regulations of Mallard Lakes Condominium*, recorded at the Recorder of Deeds Office for Sussex County on June 18, 2024 as Book 6121, Page 104, *et seq.*

(the “Code,” and together with the Declaration, the “Governing Documents”). True and correct copies of the Declaration and Code are attached as **Exhibit A** and **B**, respectively. All owners in the Condominium take their Units subject to the Governing Documents, which form a contract between the unit owners.

9. Pursuant to Article V, Section 6(a) of the Code, the Association, acting through its Council, is solely responsible for the maintenance, repair, and replacement of all common elements, including but not limited to the structural elements of the buildings, such as exterior walls, roofs, party walls, floor slabs, floor joists, and all other portions of the units which contribute to the support of any building. The planning for replacement and cost of such maintenance and repair falls solely to the Council of the Association, which costs are to be charged to all owners as a common expense. Individual unit owners are not responsible for the maintenance or repair of these structural elements and may not commit the Association to any obligations related to the common elements.

10. Pursuant to 25 *Del. C.* § 81-307(a), *et seq.*, “the association, through its executive board, is responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for maintenance, repair, and replacement of the unit owner’s unit.... The executive board shall determine when and to what extent such maintenance, repair and replacement shall be required.”

11. The Governing Documents further prohibit individual unit owners from making any structural addition, alteration, or improvement to their units or to the common elements without the prior written consent of the Council. Any application to a governmental authority for a permit to make changes to a common element must be executed by the Council, not by individual owners. The authority to make improvements to the common elements, and to raise or expend funds for such purposes, is vested exclusively in the Council, acting on behalf of the Association. Any attempt by an individual owner to independently make improvements to the buildings or to raise money from third parties, including government grants, for such improvements is expressly prohibited and constitutes a violation of the Governing Documents.

12. By reason of the foregoing, any act by a unit owner to undertake or authorize maintenance, repair, or improvement of the common elements, including the structural elements of the buildings, or to solicit or accept funds from third parties or government sources for such purposes, without the express authorization of the Council, is *ultra vires*, in direct violation of the Declaration and Code, and subject to enforcement action by the Association.

13. The Condominium consists of a forty-seven (47) residential building development containing four hundred seventy-seven (477) residential condominium units. The Condominium is located about two miles from the Atlantic Ocean along

the north side of Delaware Route 54 and is west of Assawoman Bay. All of the condominium buildings back to four manmade “lakes” and an estuary of south Assawoman Bay, often called the “Salt Pond.” Much of the Condominium lies within a flood plain.

14. The Condominium was constructed in two phases between 1986 and 1992. During this period, ten buildings constructed as part of Phase II were built on piles at the edge of the Salt Pond. All of the remaining Phase II buildings and all of the Phase I buildings were constructed on cement pads on grade, most with higher ground floor elevations than the buildings on piles. The reason for constructing ten buildings on piles was their proximity to the edge of the Salt Pond, which is tidally connected to Assawoman Bay through a drainage pipe that runs from the Salt Pond to Assawoman Bay under Route 54. The connection to the bay means that the Salt Pond’s water fluctuates in accordance with the bay’s daily tidal ebb and flow. From inception, water from the Salt Pond would flow underneath all of the buildings constructed on piles.

15. Since the Condominium was first established in the late 1980s, portions of the community have dealt with issues of rising water occasioned by high tides and coastal storms.

16. In the early 2000s Delaware Route 54 was modified, and the original drainage pipe connecting the Salt Pond with Assawoman Bay was replaced with a

different pipe. The former pipe had both ends covered in crushed rock gravel which was removed with the installation of the new pipe. Removing the crushed rock gravel increased the daily throughput of tidal waters into and out of the Salt Pond from Assawoman Bay. This now allowed the ebb and flow of the tide to completely fill and empty the full tidal flow to and from the Salt Pond from Assawoman Bay. Previously, the gravel-filled old pipe allowed only a portion of the tidal flow to enter the Salt Pond before the turn of the tide. The consequence of the change to a pipe without the crushed rock gravel was that the average height of the daily high tide increased by approximately six to ten inches. This change resulted in the presence of water under at least six of the ten buildings becoming a very frequent occurrence.

17. In September 2004, the Association applied for and received a permit to construct 1,200 linear feet of low-profile rip-wrap along the shore of the Salt Pond. The intended purpose of this project was to construct barriers to offset the increase in daily high water brought about both by the now unobstructed drainage pipe under Route 54 as well as the incidence of abnormally high water due to natural occurrences like storms. However, the permit once issued precluded the rip-wrap rock from exceeding the level of the adjacent ground and provided that the rip-wrap rock must not preclude normal inundation at high tide during the daily tidal cycles or be placed in front of the Route 54 drainage pipe. These permit conditions

effectively precluded any practical solution to the increase in high water under buildings within the Condominium.

18. In 2009, as a result of an increased frequency of tidal water inundation under several of the island buildings, the Condominium engaged an engineering firm to study the feasibility of installing a water control structure to counteract the increased daily tides brought about by the unobstructed culvert under Route 54 connecting the Salt Pond to Assawoman Bay. The study was abandoned once it became clear that a barrier would neither reduce the daily height of the tidal flows nor preclude the effects of storm surges.

19. In late October 2012, superstorm Sandy, a storm that struck the northeast coastline of the United States, affected the Condominium. As a consequence of Sandy's torrential rain and high winds, together with the associated storm surge, not under Route 54 but through canals located to the north of the Condominium, the Condominium experienced flooding. Water flowing through the Route 54 culvert contributed to higher-than-normal water but was not the principal cause of the Sandy flood damage. Several of the Condominium buildings experienced flood levels at or around the first floor.

20. Disputes over the damage and reconstruction of the flood-damaged property resulted in litigation against the Association, including but not limited to: a Delaware Court of Chancery action, captioned as *Mallard Lakes Sandy Interest*

Group, et al. v. Mallard Lake Community Association, Inc., C.A. No. 11653-VCG, and a Delaware Superior Court action captioned as *John Mingora and Jennifer Mingora v. Charlotte A. Hurley, Cynthia Spieczny a/k/a Cindy Spieczny, Resort Quest Real Estate and Mallard Lake Community Association, Inc.*, C.A. No. S16C-09-023 MJB.

21. Eventually, all litigation from superstorm Sandy was settled and all units repaired. While the topic of elevating the damaged buildings was discussed in these litigation cases, the settlements did not result in changes to the elevation of the damaged buildings. During the time the litigation was ongoing, preliminary estimates to elevate a building approximated \$400,000 for a building that contained four units.¹ During the litigation following superstorm Sandy and the years following, the Association engaged in communications with federal and state agencies regarding options for grants or other funding to make improvements to address future flooding. Those conversations include but are not limited to those with FEMA, DNREC, and Sussex County. The Association is aware of options for grants but has concluded that there presently exists no government assistance that will cover 100% of the costs to elevate buildings.

¹ The Defendant's unit is in an 11-unit building which presumably would be more expensive to elevate.

22. Given the Condominium's location adjacent to Assawoman Bay along the Delaware coast, the entire community is potentially at risk for flooding. Much of the Condominium, like much of the bay side in Ocean City, Maryland and along the bays, inlets, and canals between Ocean City and the shores of Delaware Bay, is in a FEMA-designated flood plain. Those buildings within the FEMA flood zone are perhaps at the greatest risk, but like most of the buildings on or near the Delaware coast, all of the Condominium's buildings have some level of risk.

23. To date, there appear to be no readily available, financially feasible solutions to address tidal and storm water flow into the community. There always remains the possibility of elevating one or more of the buildings, however the cost of elevating any building is believed to be financially prohibitive. Additionally, short of elevating all of the buildings within the community, the elevation of a subset of the community's buildings would have to be borne by the unit owners within that building seeking elevation. At present, no group of owners of a building has requested that the Association coordinate the improvement to elevate their buildings. The Association is hopeful that a governmental solution to the water flow will present itself through future governmental programs. Until that occurs, the Association is maintaining good working relationships with all governmental agencies and is constantly seeking the advice of professionals and government officials to mitigate and reduce flood risks.

24. The Governing Documents provide a mechanism for unit owners to request improvements, such as the elevation of the building in which their units are located, with the costs of such improvements required to be assessed against the unit owners occupying the building being elevated. Article V, Section 7 of the Code allows the Association to assess the costs of improvements “exclusively or substantially exclusively for the benefit of the unit owner or owners requesting the [improvement], such requesting unit owners shall be assessed therefor...”

25. The Association is willing and ready to participate in the elevation of affected buildings if the necessary unit owners request such an improvement and commit to its funding. To date, no owners have requested that their buildings be elevated.

Defendant and Her Actions

26. The Defendant openly admits that she purchased her Unit in 2023 sight unseen based on listing photographs and only learned during her post-closing physical visit to the community that her building is constructed on pilings and that water from the tidal lake on the premises encroaches beneath the building on a frequent basis. After learning of the proximity of water to the Unit, the Defendant began to undertake an aggressive campaign to obtain governmental intervention related to the tidal water.

27. While the Defendant is entitled to act on her own behalf as a property owner, she has instead misrepresented on multiple occasions that she speaks for the Association and the community as whole even when those actions run counter to what the Association has been working toward for decades. Defendant perpetuates misinformation indicating that elevation of buildings in the community will ultimately be “free” because of government funding/grants she claims will cover the cost in full, and her actions serve only to poison the well and create division and animosity between the community and government agencies which may at some point be in a position to help the community to address the issue of rising tidal water.

28. Defendant is accustomed to serving in a leadership position, seemingly has significant trouble working collaboratively in a team environment (*see, e.g.*, the following June 15, 2016, article by Politico: <https://tinyurl.com/4sybmyzs>, last accessed September 16, 2025), and has taken it upon herself to aggressively pursue what she wants – elevation of the building in which her Unit is located – regardless of the impact on other units owners within the community.

29. Defendant created and maintains an “ML Sustainability” website (the “Website”; <https://mlsustainability.godaddysites.com>) which, until very recently, was intentionally misleading and represented that its content was from the “Mallard Lakes Team” or “Mallard Lakes Community,” improperly suggesting affiliation with the Association or the Council. After receiving a cease-and-desist letter from

the Association, Defendant included partial disclaimers on the Website stating it to be unaffiliated with the Association.

30. At a recent public hearing in Sussex County on July 15, 2025, Defendant improperly and confusingly represented herself as speaking for the Association and/or the community as a whole rather than as an individual homeowner speaking only for herself, and she requested a \$500,000 grant for the Association to cover the cost of a civil engineering study and other undertakings that had never been approved by the Association or Council.

31. Upon information and belief, Defendant has contacted and continues to contact public officials falsely implying that she speaks on behalf of the Association.

32. While Defendant is certainly free to espouse her own opinions and speak in her own self-interest, and the Association does not seek to infringe upon that right, Defendant is not entitled to cause harm to the community by falsely implying that she is speaking on behalf of the Association, the Council, or some nonexistent coalition of the unit owners generally.

33. Defendant's actions have harmed the reputation of the Association, created confusion about who is authorized to speak for the Association, and made future discussions with or requests to relevant government agencies unquestionably more difficult for the Association.

34. Moreover, the incorrect, misleading, and alarmist misinformation posted on the Website by Defendant not only sows discord among residents of the Condominium but is substantially likely to misinform local real estate agents about the safety of the Condominium and drive down property values. Upon information and belief, at least one local real estate agent was misled by Defendant's activities into believing that the Condominium's capital reserves are inadequate.

COUNT I – INJUNCTIVE RELIEF

35. The Association incorporates by reference each of the foregoing paragraphs as if set forth in full herein.

36. As described above, Defendant has repeatedly held herself out within the community and in correspondence or meetings with government officials, regulators, and other third parties as impliedly speaking on behalf of the Association, the Council, and/or the community at large.

37. If Defendant continues to misrepresent her affiliation or authority to third parties, she will cause irreparable harm and injury to the Condominium by, *inter alia*, harming its reputation with such third parties and reducing the likelihood that government agencies or local officials will continue to work constructively with the Association on remediation options or treat the Condominium as a favored community for the receipt of funding to pursue remediation options.

38. The Association has asked the Defendant to refrain from holding herself out as speaking for the Association and the Condominium but she continues to do so.

39. The Association has also asked the Defendant to rename her website to make clear to all that it is not affiliated in any way with the Association or Council.

40. The Association has no adequate remedy at law.

41. Unless this Court enters an Order enjoining Defendant from holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council, the Condominium will suffer irreparable harm and injury.

COUNT II – DECLARATORY RELIEF

42. The Association incorporates by reference each of the foregoing paragraphs as if set forth in full herein.

43. Pursuant to 10 *Del. C.* § 6501, *et seq.*, Plaintiff seeks a declaration that: (i) the Governing Documents constitute a binding contract to which Defendant became bound upon purchasing her Unit; (ii) the Governing Documents give the Association, through the Council, the exclusive authority to manage the common elements of the Condominium and authorize improvements to the common elements; and (iii) while Defendant may request that the Council make improvements, she may not seek to obtain funding on behalf of the Association to

effectuate improvements to the common elements unless that authority has been delegated to her by the Council.

44. Pursuant to Article X of the Code, failure to comply with any of the terms of the Governing Documents, including the Code, shall be grounds for injunctive relief, and the Association shall be entitled to recover its reasonable attorneys' fees and costs of the proceeding arising out of a default by an owner.

45. Accordingly, the Association seeks damages arising from lost opportunities occasioned by Defendant's misfeasance and its reasonable attorneys' fees and court costs.

COUNT III – ATTORNEY FEES

46. The Association incorporates by reference each of the foregoing paragraphs as if set forth in full herein.

47. The Governing Documents vest in the Association alone the power to determine when and to what extent to repair, maintain, or replace the common elements.

48. Likewise, pursuant to 25 *Del. C.* § 81-307(a) "the association, through its executive board, is responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for maintenance, repair, and replacement of the unit owner's unit.... The executive board shall determine when and to what extent such maintenance, repair and replacement shall be required."

49. Pursuant to 25 *Del. C.* § 81-417(a) the Court, in an appropriate case, may award the court costs and reasonable attorneys' fees against a party for failure to comply with the any provision of the declaration or bylaws.

50. Accordingly, the Association seeks damages consisting of its reasonable attorneys' fees and court costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment in its favor and against the Defendant, and as relief therefor respectfully requests the following:

A. A preliminary and permanent injunction as necessary and appropriate to prevent the imminent threat of irreparable harm to the Association, which orders the Defendant to immediately cease holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council and to change the name of her website to make clear that it is unofficial and unaffiliated with the Association or Council;

B. A declaration that: (i) the Governing Documents constitute a binding contract to which Defendant became bound upon purchasing her Unit; (ii) the Governing Documents give the Association, through the Council, the exclusive authority to manage the common elements of the Condominium and authorize improvements to the common elements; and (iii) while Defendant may request that the Council make improvements, she may not seek to obtain funding on behalf of

the Association to effectuate improvements to the common elements unless that authority has been delegated to her by the Council;

C. An appropriate award of damages in an amount to be established at trial arising from lost opportunities occasioned by Defendant's misfeasance and Plaintiff's reasonable attorneys' fees and court costs; and

D. Any and all other and further relief as Court deems just and proper.

Dated: October 1, 2025

WHITEFORD, TAYLOR & PRESTON LLC

/s/ Chad J. Toms _____

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VERIFICATION

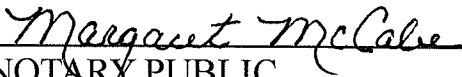
COUNTY OF Sussex _____ :
 : SS
 STATE OF Delaware _____ :

I, Daniel Nelson being the Treasurer of the Plaintiff in the above-captioned action, hereby certify that I have reviewed the foregoing Verified Complaint and that the allegations contained therein are true and correct to the best of my knowledge, information, and belief.


 Daniel Nelson, Treasurer
 The Mallard Lake Community
 Association, Inc.

SWORN AND SUBSCRIBED before me this 30 day of September 2025.




 NOTARY PUBLIC
 My commission expires: 11.4.25



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)	
Plaintiff,)	C.A. No.
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v.)	
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SIMONE REBA,)	
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Defendant.)	

PLAINTIFF’S MOTION FOR PRELIMINARY INJUNCTION

Plaintiff, The Mallard Lake Community Association, Inc. (the “Association”), on its own behalf and, to the extent applicable, on behalf of its members pursuant to 25 *Del. C.* § 81-302(a)(4), and pursuant to Court of Chancery Rule 65, hereby moves (this “Motion”) for a preliminary injunction against Defendant Simone Reba (“Defendant”), and in support thereof states as follows:

1. The Association filed this action to enjoin the continued misconduct of Defendant related to Defendant’s pattern of holding herself out to federal and state agencies, local government representatives, elected officials, and other third parties as someone who speaks on behalf of the Association or its board of directors.

2. As detailed in Plaintiff’s Verified Complaint for Injunctive Relief, Declaratory Relief, and Damages, Defendant has repeatedly held herself out within the community and in correspondence or meetings with government officials,

regulators, and other third parties as impliedly speaking on behalf of the Association, the Council, and/or the community at large.

3. As a direct and proximate result of this misconduct, Defendant has caused and, unless preliminarily enjoined by this Court, will continue to cause imminent and irreparable harm to the Association.

4. Having tried and failed to convince the Defendant to cease her ongoing misconduct, and to protect the Association, its employees, agents and assigns from the imminent threat of irreparable harm that Defendant's misconduct presents, the Association now seeks relief from this Court through its complaint and this Motion.

5. Thus, to prevent the imminent threat of irreparable harm being caused by Defendant, the Association seeks a preliminary injunction requiring Defendant to refrain from holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council.

6. The reasons for and authorities supporting this Motion are set forth in the supporting Memorandum of Law and the supporting Declaration of Chris Reutershan, which are being filed contemporaneously herewith, and are further supported by Plaintiff's Verified Complaint for Injunctive Relief, Declaratory Relief, and Damages and the exhibits thereto, all of which are incorporated herein by reference.

WHEREFORE, for all the foregoing reasons, Plaintiff The Mallard Lake Community Association, Inc., respectfully requests that this Court enter the proposed order granting a preliminary injunction filed contemporaneously with this Motion.

Respectfully submitted,

Dated: October 1, 2025

WHITEFORD, TAYLOR & PRESTON LLC

/s/ Chad J. Toms

Chad J. Toms, Esq. (#4155)

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Attorneys for Plaintiff

Words: 383

Word Limit: 3,000



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Defendant.)

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF’S MOTION
FOR PRELIMINARY INJUNCTION**

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Dated: October 1, 2025

Attorneys for Plaintiff

Plaintiff, The Mallard Lake Community Association, Inc. (the “Association”), on its own behalf and, to the extent applicable, on behalf of its members pursuant to 25 *Del. C.* § 81-302(a)(4), submits this Memorandum in Support of its Motion for Preliminary Injunction.

SUMMARY OF THE NATURE AND STAGE OF THE PROCEEDINGS

The Association has filed this action respectfully seeking this Court’s issuance of a narrow preliminary injunction order requiring that Defendant Simone Reba (“Defendant”) refrain from holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council.¹

As detailed in Plaintiff’s Verified Complaint for Injunctive Relief, Declaratory Relief, and Damages (the “Complaint”), Defendant has engaged in a pattern of holding herself out to federal and state agencies, local government representatives, elected officials, and other third parties as someone who speaks on behalf of the Association or its Council.

As a direct and proximate result of this misconduct, Defendant has caused and, unless preliminarily enjoined by this Court, will continue to cause imminent and irreparable harm to the Association, its employees, agents and assigns. Having

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Complaint.

tried and failed to convince the Defendant to cease her ongoing misconduct, and to protect the Association, its employees, agents and assigns from the imminent threat of irreparable harm that Defendant's misconduct presents, the Association now seeks relief from this Court. To prevent the imminent threat of irreparable harm being caused by Defendant, the Association seeks a preliminary injunction requiring Defendant to refrain from holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council.

FACTUAL BACKGROUND²

The Community and Its Governing Structure

The Condominium is a common interest residential community located in Selbyville, Delaware in Sussex County. Compl. ¶ 3. Defendant is the record owner of the unit at 37898 Eagle Lane, Unit 342, Selbyville, Delaware 19975, in Phase II, Building 25 (the "Unit"), located within the Condominium. *Id.* ¶ 4.

The Association is, *inter alia*, responsible for providing for the operation, care, upkeep, replacement, and maintenance of common elements in the Condominium. *Id.* ¶ 3. The Association is governed in part by the Declaration and the Code. *Id.* ¶ 8. Just like her fellow property owners within the Condominium who

² All of the facts referenced below are set forth in the Association's Complaint and incorporated herein by reference. Citations to the Complaint shall appear herein as "*Compl.* ¶ ___".

accepted deeds to their units in the Condominium, Defendant became a member of the Association subject to the governing documents, including the Code. *Id.* ¶ 8.

Pursuant to Article V, Section 6(a) of the Code, the Association, acting through its Council, is solely responsible for the maintenance, repair, and replacement of all common elements, including but not limited to the structural elements of the buildings, such as exterior walls, roofs, party walls, floor slabs, floor joists, and all other portions of the units which contribute to the support of any building. *Id.* ¶ 9. The planning for replacement and cost of such maintenance and repair falls solely to the Council of the Association, which costs are to be charged to all owners as a common expense. *Id.* Individual unit owners are not responsible for the maintenance or repair of these structural elements and may not commit the Association to any obligations related to the common elements. *Id.*

Pursuant to 25 *Del. C.* § 81-307(a), *et seq.*, “the association, through its executive board, is responsible for maintenance, repair, and replacement of the common elements, and each unit owner is responsible for maintenance, repair, and replacement of the unit owner’s unit.... The executive board shall determine when and to what extent such maintenance, repair and replacement shall be required.” *Id.* ¶ 10. The Governing Documents further prohibit individual unit owners from making any structural addition, alteration, or improvement to their units or to the common elements without the prior written consent of the Council. *Id.* ¶ 11. Any

application to a governmental authority for a permit to make such changes must be executed by the Council, not by individual owners. *Id.* The authority to make improvements to the common elements, and to raise or expend funds for such purposes, is vested exclusively in the Council, acting on behalf of the Association. *Id.* Any attempt by an individual owner to independently make improvements to the buildings or to raise money from third parties, including government grants, for such improvements is expressly prohibited and constitutes a violation of the Governing Documents. *Id.*

The Condominium consists of a forty-seven (47) residential building development containing four hundred seventy-seven (477) residential condominium units. *Id.* ¶ 13. The Condominium is located about two miles from the Atlantic Ocean along the north side of Delaware Route 54 and is east of Assawoman Bay. *Id.* All of the condominium buildings back to four manmade “lakes” and an estuary of south Assawoman Bay, often called the “Salt Pond.” *Id.* Much of the Condominium lies within a flood plain. *Id.*

The Condominium was constructed in two phases between 1986 and 1992. *Id.* ¶ 14. During this period, ten buildings constructed as part of Phase II were built on piles at the edge of the Salt Pond. *Id.* All of the remaining Phase II buildings and all of the Phase I buildings were constructed on cement pads on grade, with higher ground floor elevations than the buildings on piles. *Id.* The reason for constructing

ten buildings on piles was their proximity to the edge of the Salt Pond, which is tidally connected to Assawoman Bay through a drainage pipe that runs from the Salt Pond to Assawoman Bay under Route 54. *Id.* The connection to the bay means that the Salt Pond's water fluctuates in accordance with the bay's daily tidal ebb and flow. *Id.* From inception, water from the Salt Pond would flow underneath all of the buildings constructed on piles. *Id.*

Since the Condominium was first established in the late 1980s, portions of the community have dealt with issues of rising water occasioned by high tides and coastal storms. *Id.* ¶ 15. In the early 2000s Delaware Route 54 was modified, and the original drainage pipe connecting the Salt Pond with Assawoman Bay was replaced with a different pipe. *Id.* ¶ 16. The former pipe had both ends covered in crushed rock gravel which was removed with the installation of the new pipe. *Id.* Removing the crushed rock gravel increased the daily throughput of tidal waters into and out of the Salt Pond from Assawoman Bay. *Id.* This now allowed the ebb and flow of the tide to completely fill and empty the full tidal flow to and from the Salt Pond from Assawoman Bay. *Id.* Previously, the gravel-filled old pipe allowed only a portion of the tidal flow to enter the Salt Pond before the turn of the tide. *Id.* The consequence of the change to a pipe without the crushed rock gravel was that the average height of the daily high tide increased by approximately six to ten inches.

Id. This change resulted in the presence of water under at least six of the ten buildings becoming a very frequent occurrence. *Id.*

In September 2004, the Association applied for and received a permit to construct 1,200 linear feet of low-profile rip-wrap along the shore of the Salt Pond. *Id.* ¶ 17. The intended purpose of this project was to construct barriers to offset the increase in daily high water brought about both by the now unobstructed drainage pipe under Route 54 as well as the incidence of abnormally high water due to natural occurrences like storms. *Id.* However, the permit once issued precluded the rip-wrap rock from exceeding the level of the adjacent ground and provided that the rip-wrap rock must not preclude normal inundation at high tide during the daily tidal cycles or be placed in front of the Route 54 drainage pipe. *Id.* These permit conditions effectively precluded any practical solution to the increase in high water under buildings within the Condominium. *Id.*

In 2009, as a result of an increased frequency of tidal water inundation under several of the island buildings, the Condominium engaged an engineering firm to study the feasibility of installing a water control structure to counteract the increased daily tides brought about by the unobstructed culvert under Route 54 connecting the Salt Pond to Assawoman Bay. *Id.* ¶ 18. The study was abandoned once it became clear that a barrier would neither reduce the daily height of the tidal flows nor preclude the effects of storm surges. *Id.*

In late October 2012, superstorm Sandy, a storm that struck the northeast coastline of the United States, affected the Condominium. *Id.* ¶ 19. As a consequence of Sandy's torrential rain and high winds, together with the associated storm surge, not under Route 54 but through canals located to the north of the Condominium, the Condominium experienced flooding. *Id.* Water flowing through the Route 54 culvert contributed to higher-than-normal water but was not the principal cause of the Sandy flood damage. *Id.* Several of the Condominium buildings experienced flood levels at or around the first floor. *Id.*

Disputes over the damage and reconstruction of the flood-damaged property resulted in litigation against the Association, including but not limited to: a Delaware Court of Chancery action, captioned as *Mallard Lakes Sandy Interest Group, et al. v. Mallard Lake Community Association, Inc.*, C.A. No. 11653-VCG, and a Delaware Superior Court action captioned as *John Mingora and Jennifer Mingora v. Charlotte A. Hurley, Cynthia Spieczny a/k/a Cindy Spieczny, Resort Quest Real Estate and Mallard Lake Community Association, Inc.*, C.A. No. S16C-09-023 MJB. *Id.* ¶ 20.

Eventually, all litigation from superstorm Sandy was settled and all units repaired. *Id.* ¶ 21. While the topic of elevating the damaged buildings was discussed in these litigation cases, the settlements did not result in changes to the elevation of the damaged buildings. *Id.* During the time the litigation was ongoing, estimates to

elevate a building approximated \$400,000 for a four-unit set.³ *Id.* During the litigation following superstorm Sandy and the years following, the Association has continually engaged in communications with federal and state agencies regarding options for grants or other funding to make improvements to address future flooding. *Id.* Those conversations include but are not limited to those with FEMA, DNREC, and Sussex County. *Id.* The Association is aware of options for grants but has concluded that there presently exists no government assistance that will cover 100% of the costs to elevate buildings. *Id.*

Given the Condominium's location adjacent to Assawoman Bay along the Delaware coast, the entire community is potentially at risk for flooding. *Id.* ¶ 22 Most of the Condominium, like most of the bay side in Ocean City, Maryland and along the bays, inlets, and canals between Ocean City and the shores of Delaware Bay, is in a FEMA-designated flood plain. *Id.* Those buildings within the FEMA flood zone are perhaps at the greatest risk, but like most of the buildings on or near the Delaware coast, all of the Condominium's buildings have some level of risk. *Id.*

To date, there appear to be no readily available, financially feasible solutions to address tidal water flow into the community. *Id.* ¶ 23. There always remains the possibility of elevating one or more of the buildings, however the cost of elevating

³ The Defendant's unit is in an 11-unit building which presumably would be more expensive to elevate.

any building is believed to be financially prohibitive. *Id.* Additionally, short of elevating all of the buildings within the community, the elevation of a subset of the community's buildings would have to be borne by the unit owners within that building seeking elevation. *Id.* At present, no group of owners of a building has requested that the Association coordinate the improvement to elevate their buildings. *Id.* The Association is hopeful that a governmental solution to the water flow will present itself through future governmental programs. *Id.* Until that occurs, the Association is maintaining good working relationships with all governmental agencies and is constantly seeking the advice of professionals and government officials to mitigate and reduce flood risks. *Id.*

The Governing Documents provide a mechanism for unit owners to request improvements, such as the elevation of the building in which their units are located, with the costs of such improvements required to be assessed against the unit owners occupying the building being elevated. *Id.* ¶ 24. Article V, Section 7 of the Code allows the Association to assess the costs of improvements "exclusively or substantially exclusively for the benefit of the unit owner or owners requesting the [improvement], such requesting unit owners shall be assessed therefor...." *Id.*

The Association is willing and ready to participate in the elevation of affected buildings if the necessary unit owners request such an improvement and commit to

its funding. *Id.* ¶ 25. To date, no owners have requested that their buildings be elevated. *Id.*

Defendant and Her Actions

The Defendant openly admits that she purchased her Unit in 2023 sight unseen based on listing photographs and only learned during her post-closing physical visit to the community that her building is constructed on pilings and that water from the tidal lake on the premises encroaches beneath the building on a daily basis. *Id.* ¶ 26. After learning of the proximity of water to the Unit, the Defendant began to undertake an aggressive campaign to obtain governmental intervention related to the tidal water. *Id.*

While the Defendant is entitled to act on her own behalf as a property owner, she has instead misrepresented on multiple occasions that she speaks for the Association and the community as whole even when those actions run counter to what the Association has been working toward for decades. *Id.* ¶ 27. Defendant perpetuates misinformation indicating that elevation of buildings in the community will ultimately be “free” because of government funding/grants she claims will cover the cost in full, and her actions serve only to poison the well and create division and animosity between the community and government agencies which may at some point be in a position to help the community to address the issue of rising tidal water. *Id.*

Defendant is accustomed to serving in a leadership position, seemingly has significant trouble working collaboratively in a team environment (*see, e.g.*, the following June 15, 2016, article by Politico: <https://tinyurl.com/4sybmyzs>, last accessed September 16, 2025), and has taken it upon herself to aggressively pursue what she wants – elevation of the building in which her Unit is located – regardless of the impact on other units owners within the community. *Id.* ¶ 28.

Defendant created and maintains an “ML Sustainability” website (the “Website”; <https://mlsustainability.godaddysites.com>) which, until very recently, was intentionally misleading and represented that its content was from the “Mallard Lakes Team” or “Mallard Lakes Community,” improperly suggesting affiliation with the Association or the Council. *Id.* ¶ 29. After receiving a cease-and-desist letter from the Association, Defendant included disclaimers on the Website to make clear that it is unaffiliated with the Association. *Id.*

At a recent public hearing in Sussex County on July 15, 2025, Defendant improperly and confusingly represented herself as speaking for the Association and/or the community as a whole rather than as an individual homeowner speaking only for herself, and she requested a \$500,000 grant for the Association to cover the cost of a civil engineering study and other undertakings that had never been approved by the Association or Council. *Id.* ¶ 30. Upon information and belief, Defendant has

contacted and continues to contact public officials falsely implying that she speaks on behalf of the Association. *Id.* ¶ 31.

While Defendant is certainly free to espouse her own opinions and speak in her own self-interest, and the Association does not seek to infringe upon that right, Defendant is not entitled to cause harm to the community by falsely implying that she is speaking on behalf of the Association, the Council, or some nonexistent coalition of the unit owners generally. *Id.* ¶ 32.

Defendant's actions have harmed the reputation of the Association, created confusion about who is authorized to speak for the Association, and made future discussions with or requests to relevant government agencies unquestionably more difficult for the Association. *Id.* ¶ 33. Moreover, the incorrect, misleading, and alarmist misinformation posted on the Website by Defendant not only sows discord among residents of the Condominium but is substantially likely to misinform local real estate agents about the safety of the Condominium and drive down property values. *Id.* ¶ 34. Upon information and belief, at least one local real estate agent was misled by Defendant's activities into believing that the Condominium's capital reserves are inadequate. *Id.*

QUESTION PRESENTED

I. Whether, to prevent the ongoing and imminent threat of irreparable harm to the Association, this Court should enter a preliminary injunction against Defendant until a final judgment in this case?

ARGUMENT

As a member of the Association, Defendant is obligated to comply with the Governing Documents, including, *inter alia*, deferring to the supremacy of the Association, through the Council, with respect to operation, maintenance, alterations, and improvements affecting the common elements. Nonetheless, Defendant has engaged in a pattern of misconduct by holding herself out to federal and state agencies, local government representatives, elected officials, and other third parties as someone who speaks on behalf of the Association or the Council. Defendant's actions have harmed the reputation of the Association, created confusion about who is authorized to speak for the Association, and made future discussions with or requests to relevant government agencies unquestionably more difficult for the Association. Thus, as detailed below, the Association is likely to succeed on its claim for mandatory injunction in the Complaint.

Absent immediate injunctive relief from this Court, Defendant's ongoing interference with matters properly within the province of the Council rather than individual unit owners, and Defendant's ongoing pattern of misconduct related to

her holding herself out to federal and state agencies, local government representatives, elected officials, and other third parties as someone who speaks on behalf of the Association or the Council, will cause the Association to suffer imminent and irreparable harm, for which there are no adequate remedies at law.

In stark contrast to the irreparable harm that the Association will suffer in the absence of the requested injunctive relief, the requested relief would merely require the Defendant to refrain from holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council. Defendant would be entirely free to continue her research and outreach to officials and agencies so long as she ensures that it is clear to all involved that she is speaking as an individual, concerned unit owner and not as a representative of the Association, Council, or community at large. Moreover, the injunctive relief requested herein would serve the Association by requiring its members to abide by the governing documents, and by deterring them and potentially others from engaging in such misconduct in the future.

I. Standard for Preliminary Injunction under Delaware Law

To obtain a preliminary injunction, a movant must show: (i) a reasonable probability of success on the merits; (ii) that absent injunctive relief, immediate and irreparable harm will occur; and (iii) that the harm the moving party will suffer if the requested relief is denied outweighs the harm the opposing party will suffer if

the relief is granted. *Kaiser Aluminum Corp. v. Matheson*, 681 A.2d 392, 394 (Del. 1996); *Sagarra Inversiones, S.L. v. Cementos Portland Valderrivas S.A.*, 2011 WL 3273266, at *2 (Del. Ch. July 7, 2011)). Although all three elements must be satisfied, the standard is “flexible,” and a “strong showing on one element may overcome a weak showing on another element.” *Cantor Fitzgerald, L.P. v. Cantor*, 724 A.2d 571, 579 (Del. Ch. 1998).

Here, sound application of these principles supports the requested preliminary injunction. The Association satisfies all three factors necessary to support the requested relief, and the requested injunction is the only way to restore the *status quo*.

II. The Association’s Claim in Count I of the Complaint is not only Colorable, But Reasonably Probable to Succeed.

The Association has a strong likelihood of prevailing on the merits because Defendant has plainly interfered improperly in the business of the Association, governed by the Council, by holding herself out within the community and in correspondence or meetings with government officials, regulators, and other third parties as impliedly speaking on behalf of the Association, the Council, and/or the community at large. Defendant has harmed and is actively harming the Association’s reputation with such third parties and reducing the likelihood that government agencies or local officials will continue to work constructively with the Association

on remediation options or treat the Condominium as a favored community for the receipt of funding to pursue remediation options.

It is undisputed that rising tidal water is an issue of concern within the Condominium and has been for decades. Compl. ¶ 15. While Defendant may have valid concerns about the potential for tidal waters to affect her enjoyment of her Unit over time, the maintenance, repair, alteration, and improvement of the Condominium's common elements are the exclusive province of the Association, through the Council, under Delaware law and the Code. Defendant's actions have compromised and continue to harm the Association's ability to address remediation options going forward by harming the reputation of the Association with third parties and creating confusion about who is authorized to speak for the Association.

Despite requests from the Council, Defendant has not ceased her pattern of misconduct. Accordingly, the Association needs relief from this Court.

III. The Association Will Suffer Irreparable Harm If Injunctive Relief Is Not Granted.

The Association will suffer irreparable harm if Defendant is permitted to continue her pattern of misconduct by holding herself out to third parties as speaking on behalf of the Association, Council, or community as a whole. If Defendant continues to misrepresent her affiliation or authority to third parties, she will cause irreparable harm and injury to the Condominium by, *inter alia*, continuing to harm its reputation with such third parties and reducing the likelihood that government

agencies or local officials will continue to work constructively with the Association on remediation options or treat the Condominium as a favored community for the receipt of funding to pursue remediation options.

IV. The Balance Of The Equities Tips Heavily In Favor Of The Association.

To satisfy the third element, the Association must demonstrate that the potential injury it faces without the injunction is greater than the potential injury to the Defendant with it in place. *Kaiser Aluminum Corp. v. Matheson*, 681 A.2.d at 394. Where, as here, an injunction merely prohibits continuing practices that violate the Governing Documents, Defendant has no cognizable interest in continuing those practices.

In stark contrast to the irreparable harm the Association will suffer in the absence of the requested injunctive relief, Defendant would merely be required to refrain from holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council. Defendant would be entirely free to continue her research and outreach to officials and agencies so long as she ensures that it is clear to all involved that she is speaking as an individual, concerned unit owner and not as a representative of the Association, Council, or community at large. Moreover, the injunctive relief requested herein would serve the Association by requiring its

members to abide by the governing documents, and by deterring them and potentially others from engaging in such misconduct in the future.

The Association's emergency request that it now asks this Court to enforce in the form of a preliminary injunction—*i.e.*, that Defendant cease holding herself out to federal and state agencies, local government representatives, elected officials, and third parties, as someone who speaks for the Association or its Council—is completely within the Defendant's control and can be quickly accomplished by the Defendant simply adhering to the Governing Documents and being clear with third parties that she is speaking only on her own behalf. These actions, however, must be taken now, so as to prevent any further irreparable harm to the Association.

CONCLUSION

WHEREFORE, for all of the foregoing reasons, Plaintiff The Mallard Lakes Association, Inc., respectfully requests that this Court enter the proposed order granting a preliminary injunction being submitted contemporaneously herewith.

Respectfully submitted,

Dated: October 1, 2025

WHITEFORD, TAYLOR & PRESTON LLC

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Words: 4,100

Word Limit: 14, 000



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

THE MALLARD LAKE)	
COMMUNITY ASSOCIATION, INC.,)	
)	
Plaintiff,)	C.A. No.
)	
v.)	
)	
SIMONE REBA,)	
)	
Defendant.)	

PLAINTIFF THE MALLARD LAKE COMMUNITY ASSOCIATION, INC.’S MOTION TO EXPEDITE

Plaintiff, The Mallard Lake Community Association, Inc. (the “Association”), by and through its undersigned counsel, respectfully moves this Court for an Order expediting the consideration of its Motion for Preliminary Injunction. In support thereof, Plaintiff states as follows:

1. Plaintiff has filed a Verified Complaint seeking injunctive relief to enjoin Defendant from continuing to hold herself out as speaking on behalf.
2. The Association has also filed a Motion for Preliminary Injunction seeking preliminary relief due to Defendant’s ongoing wrongdoing.

ARGUMENT

3. This Court has broad power to order expedited proceedings and process. *See* Court of Chancery Rules 12, 26, 30, 33, and 34. A plaintiff seeking expedited proceedings need only show “some reason justifying departure from the

sequence envisioned by the rules . . .” *American Stores Co. v. Lucky Stores, Inc.*, Del. Ch., C.A. No. 9766, Allen, C., 1988 WL 909330, *2 (Apr. 13, 1998). An order for expedition will be granted where there is a showing of good cause why expedition is necessary. *See also Giammargo v. Snapple Beverage Corp.*, 1994 WL 672698, Allen, C., *2 (Del.Ch. Nov. 15, 1994) (Court of Chancery, solicitous of expedition requests, typically errs on side of expedition).

4. “Delaware Courts are always receptive to expediting any type of litigation in the interest of affording justice to the parties.” *Box v. Box*, 697 A.2d 395, 399 (Del. 1997). In fact, this Court has often expedited preliminary injunction hearings where justified. *See Wayman Fire Protection v. Premium Fire & Security, LLC*, 2014 Del. Ch. LEXIS 33, *25 (Del. Ch. Mar. 5, 2104) (granting expedited proceeding in a trade secret case); *see also Zrii, LLC v. Wellness Acquisition Group, Inc.*, 2009 Del. Ch. LEXIS 167, *23 (Del. Ch. Sept. 21, 2009).

5. In this instance, expedition of the Motion for Preliminary Injunction is necessary to prevent continued and potentially irreparable harm to the Association caused by Defendant’s misleading communications with third parties and misleading and alarmist website.

6. Defendant, by contrast, will suffer no meaningful prejudice as a consequence of the expedition of this matter.

7. For the foregoing reasons, Plaintiff respectfully requests that this Court enter an Order expediting consideration of Plaintiff's Motion for Preliminary Injunction and set a hearing date on an expedited basis.

Respectfully submitted,

Dated: October 1, 2025

WHITEFORD, TAYLOR & PRESTON LLC

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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

THE MALLARD LAKE)	
COMMUNITY ASSOCIATION, INC.,)	
)	
Plaintiff,)	C.A. No.
)	
v.)	
)	
SIMONE REBA,)	
)	
Defendant.)	

[PROPOSED] ORDER

WHEREAS, Plaintiff The Mallard Lake Community Association, Inc. has filed a Verified Complaint, a Motion for Motion for Preliminary Injunction, and a Motion to Expedite (the “Motion”) seeking to enjoin Defendant from holding herself out to third parties as someone who speaks on behalf of the Plaintiff;

IT IS HEREBY ORDERED this ___ day of October 2025, that:

1. Plaintiff’s Motion is GRANTED. The proceedings on Plaintiff’s filed Motion for Preliminary Injunction shall be expedited as set forth below.
2. A hearing on Plaintiff’s Motion for Preliminary Injunction shall be held at _____ on _____ at ___ a.m./p.m.

3. The parties shall act in good faith to negotiate the schedule for the remaining activities in this action.

BY THE COURT:

(Vice) Chancellor



Supplemental Information Pursuant to Rule 3(b) of the Rules of the Court of Chancery

Filed 10/01/2025 10:07 PM EDT
Transaction ID 77213638
Case No. 2025-1116-



The information contained herein is for use by the Court for statistical and administrative purposes. Nothing in this document shall be deemed binding for purposes of the merits of the case.

Case Caption: THE MALLARD LAKE COMMUNITY ASSOCIATION, INC. V. SIMONE REBA

Date Filed: 10/01/2025

Primary Case Type: Declaratory Judgment under 10 Del. C. § 6501

Case Statement: Verified Complaint for Injunctive Relief, Declaratory Relief, and Damages pursuant to 25 Del. C. § 81-302(a) (4)

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First Name	Last Name
Chad	Toms
Bradley	Lehman

Subject Matter Jurisdiction - Relevant Statutes

- 10 Del. C. § 341

Expedited Proceeding

- Preliminary Injunction