

TAX MAP & PARCEL NUMBERS:

234-29.00-70.00 through 234-29.00-219.00 (151 parcels)

PREPARED BY AND RETURN TO:
Law Offices of Murray, Phillips & Gay
215 E. Market Street
Georgetown, DE 19947

FIRST AMENDMENT TO OAK MEADOWS
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

This First Amendment to Oak Meadows Declaration of Covenants & Restrictions (hereinafter "First Amendment") is made this 14th day of April 2020 by the duly-elected Board of Directors of the Oak Meadows Owners Association, a non-stock corporation, of Millsboro, Delaware (hereinafter "The Board").

RECITALS

- A. The original Declaration of Covenants, Conditions & Restrictions are of record in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware in Deed Book 709, Page 209.
- B. The Board of Directors is duly-elected and empowered to act on behalf of the Oak Meadows Owners Association.
- C. The Board of Directors provided proper notice of the proposed First Amendment to all owners in Oak Meadows.
- D. All owners were given the opportunity to vote individually on each proposed Amendment
- E. The Board of Directors compiled all votes and certified that every Amendment received the appropriate number of votes to pass

NOW THEREFORE, the Board of Directors of the Oak Meadows Owners Association hereby amends the Declaration of Covenants, Conditions & Restrictions by revoking all prior restrictive covenants and replacing the prior covenants with the following:

- 1. That no improvement or mobile or structure of any kind shall be placed within five (5) feet of the side yard line or thirty (30) feet of the street, and that location of all improvements, mobiles or structures shall be determined by the Board of the Homeowners Association.
- 2. That the purchaser may not place any mobile or modular home on a lot until the site plan has been approved by the Board of the Homeowners Association, and no mobile or modular home which contain less than nine hundred eighty (980) square feet shall be placed on any lot; that mobile homes, when placed on purchasers lot, must have underside completely enclosed.

3. That all homes, garages, tool or storage sheds or any other outbuilding to be placed on a lot must be in reasonably good physical condition and must be previously approved by the Board of the Homeowners Association and such approval shall not be unreasonably withheld.
4. That no additions or any building of any kind, either temporary or permanent or any change in grade may be constructed without the prior approval of the Board of the Homeowners Association.
5. For the health, safety and welfare of the community the owner will keep and use his property in a careful manner so as not to unreasonably interfere with his neighbors. No unsightly articles shall be permitted to remain on any lot so as to be visible from adjoining lots or street. No garbage, refuse, rubbish, metals, tires, bulk materials or scrap shall be kept, stored, or allowed to accumulate on any lot.
6. That no commercial activity of any type shall be conducted in the residential lots plotted in Oak Meadows; and that no structures shall be for other than a single family dwelling on each lot.
7. That no unregistered motor vehicles, go carts, mini bikes or vehicles with loud mufflers be operated in the Oak Meadows Development.
8. Stored boats, motor homes, campers and motor vehicles must have current registration. Motor homes and campers shall not be considered a permanent dwelling.
9. That any construction of a dwelling or addition must be completed and yard graded within nine (9) months from initial ground breaking.
10. That no fence or wall shall be erected in front yards nor may any fences or wall be erected in rear yard in excess of six (6) feet in height.
11. That all lot owners provide off street parking.
12. The general purpose of the Homeowners Association is to further and promote the community welfare of property owners in Oak Meadows. Each property owner agrees to pay his pro rate share upon assessment by the Board of the Homeowners Association which shall maintain the streets (snow removal), the front entrance and lot owned by the Oak Meadows Homeowners Association and determine or change the architectural rules and policies of the development. Each property owner shall have one (1) vote per lot owned and each property owner grants perpetual easement to the Homeowners Association to enter upon its property for maintenance of the property.
13. New construction must connect to Tide Water Utilities Inc. and Sussex County sewer.
14. Owners or occupants shall be liable for the actions of their pets. All pets must be reasonably controlled any time they are on or off the owner's property. Dogs must be leashed when off the owner's property. Solid waste should be cleaned promptly. These rules apply equally to visitors pets.
15. Owner is responsible to keep property neat, clean and attractive in appearance; grass must be cut to a maximum of six (6) inches at all times. Cutting of grass will be assumed by the Oak Meadows Homeowners Association, at the owner's expense if owner should

neglect such upkeep. No grass, plant waste, shrub or tree clippings shall be kept, stored or allowed to accumulate on any lot.

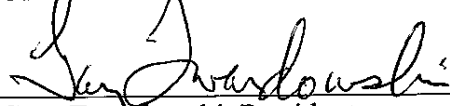
16. Any property owner who rents their property must inform the Board of Directors of the Homeowners Association of the names and contact information of the tenants. The owner shall be required to provide in his lease that the terms of the lease or occupancy shall be subject in all respects to the provisions of these restrictive covenants, constitutions and bylaws of the Oak Meadows Homeowners Association. The lease shall further provide that any failure by the lessee to comply with the terms of the aforementioned documents shall constitute default under the lease. The property owner will be responsible for any tenant violations.

17. These restrictions shall be enforceable by appropriate suit in the Court of the State of Delaware by the Oak Meadows Homeowners Association or any property owner in said development.

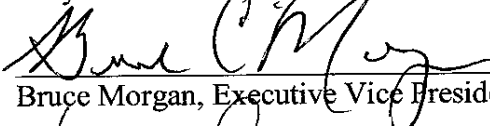
The Board of Directors will cause this First Amendment to be recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware. This First Amendment shall be effective upon such recording.

IN WITNESS WHEREOF, the undersigned Board of Directors of the Oak Meadows Owners Association has caused this First Amendment to be executed this ~~14th~~ day of ~~March~~ April, 2020.

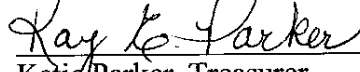
**BOARD OF DIRECTORS OF
OAK MEADOWS OWNERS ASSOCIATION**



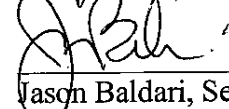
Gary Twardowski, President



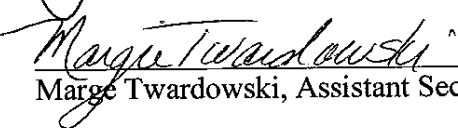
Bruce Morgan, Executive Vice President



Katie Parker, Treasurer



Jason Baldari, Secretary



Marge Twardowski, Assistant Secretary

Witness

Witness

Witness

Witness

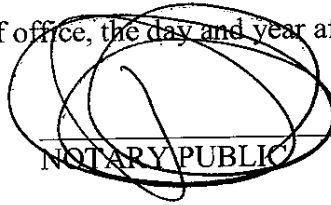
Witness

STATE OF DELAWARE :

COUNTY OF SUSSEX :

BE IT REMEMBERED that on this 14th day of ~~March~~ April, 2020, personally appeared before me, the subscriber, a Notary Public for the State and County aforesaid, GARY TWARDOWSKI, BRUCE MORGAN, KATIE PARKER, JASON BALDARI and MARGE TWARDOWSKI, the Board of Directors of the Oak Meadows Owners Association, party to this indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.



NOTARY PUBLIC

Pamela L. Mifflin
STATE OF DELAWARE
NOTARY PUBLIC
Commission Expires
November 6, 2021