

Tax Map Nos. 1-34 12.00 76.00, 895.00-999.00

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FIRST AMENDMENT TO DECLARATION OF AMENDING AND SUPERSEDING
RESTRICTIVE COVENANTS FOR DENTON MANOR

THIS FIRST AMENDMENT TO DECLARATION OF AMENDING AND SUPERSEDING RESTRICTIVE COVENANTS FOR DENTON MANOR (the “First Amendment”) is made and executed this 4th day of November, 2015, by the Denton Manor Property Owners Association, Inc. (hereinafter referred to as the “Association”).

WHEREAS, the Association caused certain Restrictive Covenants to be imposed pursuant to the Declaration of Amending and Superseding Restrictive Covenants for Denton Manor, of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware in Deed Book 3996 at Page 225 *et. seq.* (hereinafter the “Restrictive Covenants”);

WHEREAS, the Restrictive Covenants provide that they may be amended by and with the written consent of no less than fifty-one percent (51%) of the then owners of all the lots shown on the Record Plot; and

NOW THEREFORE, the Association, with the consent of fifty-eight percent (58%) of the lot owners of Denton Manor Subdivision, at a meeting called by the Board of Directors of the Association on August 8, 2015 for such purpose, hereby amends the aforesaid Restrictive Covenants applying to the lands and property of Denton Manor Subdivision as such is depicted

in a plot recorded in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 8 at Page 720 (the “Record Plot”) but without affecting the previous variances to the setback requirements as recorded in Record Book 1011 at Page 280; Record Book 1048 at Page 150; and Record Book 1794 at Page 82, as follows:

1. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 1 Foundation Minimum for Main Building in its entirety and substituting in lieu thereof, the following:

1. Foundation Minimum for Main Building

Only one single family dwelling may be constructed on any lot shown on the Record Plot. The living area of each single family dwelling must be at least 1200 square feet (providing such a foundation limitation will meet the minimum requirements of the local building codes at the time of construction). Plans for construction of any building on any lot shown on the Record Plot (whether it be a primary single family dwelling or any accessory structure) must be approved by a majority vote of the Association's Board of Directors to determine compliance with the restrictions before construction is begun.

2. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 2(I) in its entirety and substituting in lieu thereof, the following:

I. Any tenant or licensee in possession of a lot within the Denton Manor subdivision shall be bound to comply with the noticed Restrictive Covenants or any noticed Rules adopted by the Association. Tenants shall not sublease or rent the property that they are renting to anyone. Any lot owner leasing to tenant, or otherwise granting possession of a lot shall take all lawful action against any tenant or authorized occupant that materially violates the noticed Restrictive Covenants or Rules.

3. The Restrictive Covenants for Denton Manor shall be amended by adding the following provision to Section III, Paragraph 2:

O. Any lot owners who rent, or otherwise grants exclusive possession of a lot to any third party shall pay a Rental Application Fee to the Association. The Rental Application Fee shall be due when the application form is submitted to the Association and will be based on the term of each lease. The Rental Application fee shall be set by the Board of Directors of the Association.

4. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 7(A) in its entirety and substituting in lieu thereof, the following:

A. Height. No boundary, fence, wall or hedge shall be constructed or grown to a height of more than 48” (forty eight inches) inside the 10 foot set back.

5. The Restrictive Covenants for Denton Manor shall be amended by adding the following provision to Section III, Paragraph 13:

H. There shall be no street parking at any time on David Road or Dorothy Circle per the Association’s agreement with the Delaware Department of Transportation (“DelDOT”). This agreement was entered into by the Association and DelDOT when the roads within Denton Manor were dedicated to the State of Delaware and accepted into the Delaware State road system.

6. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 14 in its entirety and substituting in lieu thereof, the following:

14. Yard Maintenance¹

Each lot owner shall be subject to a mandatory maintenance requirement of cutting grass and debris removal. Each lot owner of each lot shown on the Record Plot

¹ Originally adopted by Declaration appearing in Deed Book 2656 at Page 179.

covenants and agrees to be responsible for the orderly appearance of the owner's lot by cutting grass and brush and by removing trash, rubbish and fallen trees therefrom as may be reasonably required to maintain an orderly appearance. Grass cutting shall be performed to keep all clippings within the lot being cut or trimmed. In the event the grass on any lot reaches a height of (12) twelve inches, the Board may exercise its right and privilege, hereinafter stipulated, and without prior notification to the lot owner(s), to hire a contractor to cut the grass. The cost incurred by the Association will borne by the lot owner, as provided in Paragraph 22, herein. A lot owner who fails to maintain the orderly appearance of a lot as determined by the Association acting through its Board of Directors, grants to the Association the right to enter upon such property for the purpose of maintaining the appearance of any such lot, improved or unimproved, at the cost and expense of the lot owner. This cost shall become a part of such lot owner's direct assessment as provided in Paragraph 21 if not paid within fifteen (15) days of receipt of a notice of direct assessment for services rendered by the Association for performing lot maintenance such as grass cutting or rubbish removal. Except when a disorderly condition of lot(s) result from the failure of a lot owner to cut grass, before engaging in services of a contractor to correct the appearance of a lot, if maintenance is determined to be necessary by the Association, the Association shall give written notice to the lot owner and an opportunity within five (5) days of receipt of such notice to effect correction of the condition causing the lot to be disorderly in appearance. In the event the lot owner fails to correct the disorderly condition within five (5) days of written notice, the Association may then proceed with the correction of the condition. If the subject condition causing

the Association to engage contractors to correct a disorderly or “unmaintained” lot repeats itself in any twelve (12) month period, the Association shall be entitled to assess as part of the direct assessment to such lot the costs for correction of the condition upon reoccurrence times (x) two (2), and the costs so assessed shall be charged and shall be a part of that lot’s direct assessment as authorized by Paragraph 22.

7. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(B)(2)(a) in its entirety and substituting in lieu thereof, the following:

(a) Regular assessment payments received after May 1st for an assessment year shall incur a \$100.00 penalty as a direct assessment against any lot where owner has not paid a regular assessment on or before May of any assessment year.

8. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(B)(2)(b) in its entirety and substituting in lieu thereof, the following:

(b) The postmark on the return envelope will be the deciding date.

9. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(B)(2)(c) in its entirety.

10. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(D) in its entirety and substituting in lieu thereof, the following:

D. It shall be the duty of the Association to notify all owners, representatives, successors and/or assigns whose addresses are listed with the Association of the amount of the regular assessment, special or direct assessment, within five (5) days of the date the assessment is levied and fixed by the Board, and the amount of the assessment or charge

due for such lot. The failure of the Association to levy the regular assessment or charge for any one year shall not affect the right of the Association to do so for subsequent years.

11. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(E) in its entirety and substituting in lieu thereof, the following:

E. Notwithstanding the ability of the Board to set an annual assessment, it is agreed that the regular yearly or annual assessment commencing January 1, 2016 with respect to each lot shall be set at no greater than \$500.00 per year. In each subsequent year, the Board shall have the power to increase the regular annual assessment beyond the amount established in any previous year by no more than twenty percent (20%). In the event the Board seeks to increase the regular annual assessment (which limit does not apply to a direct assessment caused by an Association cost or expense related to a particular lot, or an authorized direct liquidated damage assessment), the Board must obtain approval of the regular annual or yearly assessment increase in the event it exceeds twenty percent (20%) of the previous year's assessment by a majority of eligible voting members at a meeting noticed for such purposes whether annual or special.

12. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(F) in its entirety and substituting in lieu thereof, the following:

F. In addition to the regular annual assessment authorized herein, the Association may upon approval of a majority of the Board levy in any assessment year a special assessment which may be fixed at a one time uniform rate for each lot applicable to that year only for the purpose of deferring in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement to the lands

of the Association for which a reserve does not exist or is not adequate, providing that such special assessment shall not exceed \$500.00 per lot unless the special assessment is approved by at least a majority of a quorum of eligible voting members at a meeting noticed for such purposes whether annual or special.

13. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 22(G) in its entirety and substituting in lieu thereof, the following:

G. If any assessment, regular annual, special direct or otherwise is not paid on the due date as established, whether that assessment was levied pursuant to these Restrictions, or was levied by the prior unincorporated Association and has been assigned to the Association, then such assessment shall be delinquent and shall together with a late fee of 5% per month for each thirty (30) days in which the assessment is not paid after it is due and the costs of collection including reasonable attorney's fees for the collection thereof shall continue as a lien on the lot and any structure built thereon which shall bind such lot in the hands of the owners, their heirs, devisees, personal representatives, successors and assigns. In addition to such lien right, the assessments, interest, late fee(s), costs and attorney's fees shall be and shall remain a personal obligation of the then owner and shall remain his personal obligation and shall not pass to his successors in title other than as a lien on the land unless expressly assumed. In the event any assessment is enforced through a court proceeding, whether filed by an attorney or by the Association pro se, the lot owner subject to such proceeding agrees that the assessment shall be entered as a judgment, together with court costs and reasonable attorney's fees if applicable, and the judgment if granted shall include as a part of the court cost, an

administrative fee of \$500 to cover the cost to the Association of bringing a court proceeding.

14. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 23 in its entirety and substituting in lieu thereof, the following:

23. Enforcement - Nature of Violation

To report a violation of these Restrictions by any lot owner, a lot owner believing that a violation has occurred, shall contact any member of the Board of the Association in writing. The Association shall investigate any alleged violation and take action to enforce the restrictions as the Board determines is appropriate.

15. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 24(A) in its entirety and substituting in lieu thereof, the following:

A. The special liquidated damages direct assessment for violations is established to curtail lot owners from committing violations and repeating violations. First offense, written warning; second offense, \$250.00 direct assessment; third offense \$500.00 direct assessment; fourth offense, \$1,000.00 direct assessment. In the event of any violation, the Association shall notify the lot owner, representative, successors and/or assigns, of the nature of the violation and give the lot owner five (5) days to cure the violation. In the event the violation is not cured within five (5) days of notice, such violation shall be deemed a second offense and be subject to the liquidated damage for a second offense. In the event the same regulation is violated within a twelve (12) month period and the Association provides notice of same, after the fourth offense, all fines will

be assessed at \$1,000.00 per incident. Each repeat offense shall cause the twelve (12) month period clock to reset (to day one).

16. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 24(B) in its entirety and substituting in lieu thereof, the following:

B. The lot owners agree that all special liquidated damage direct assessments and direct cost reimbursement assessments as authorized by Paragraph 14 shall be due within five days of receipt of the notice from the Association and that such assessments shall be enforceable by a Court as a liquidated damage and not a penalty, which is an agreed upon direct assessment to the lot owner, causing the notice of offense to be sent. In the event any liquidated damage assessment is not paid within five (5) days of notice of the assessment being due, a late payment fee in the amount of 5% per month is authorized, commencing on the date the assessment is levied until paid and the direct assessment together with interest, late fee(s), costs and attorney's fees for collection thereof shall be paid by the lot owner who has been assessed liquidated damages direct assessments for offenses or violations of these Restrictions.

17. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 24(D) in its entirety and substituting in lieu thereof, the following:

D. Prior to levying a direct liquidated damage assessment, the Board shall review evidence of the offense and document the offense. In the event the offense is not documented by a written statement, the Board shall not be authorized to send notice of an offense. Each subsequent offense of a similar nature must likewise be verified by a written statement of the person observing the offense.

18. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 26 in its entirety and substituting in lieu thereof, the following:

26. Noise Restriction

No exterior construction shall occur or loud and offensive noises be emanating from a lot between the hours of 10:30 p.m. and 8:00 a.m. In the event an activity is being conducted on a particular lot which is deemed by a majority of the Board to create offensive or disturbing noises to residents of lots outside of the affected lot, the Board shall notify the property owner of the offending condition and give the offending property owner five (5) days to cure. Failure to cure shall be deemed an offense subject to liquidated damage assessments. However, a liquidated damage assessment under this provision must be approved by a simple majority vote of the Board and the activity causing the notice of violation must be documented by written statement(s) by the person(s) observing the offense.

19. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 28 in its entirety and substituting in lieu thereof, the following:

28. Mandatory Membership

Every new owner, representative, successor and/or assignee who acquires title to any lot or land area in Denton Manor agrees to become a member of the Property Owners Association and agrees to pay all assessments authorized by these Restrictions, and also agrees to provide their current name, address, phone number and email to the Association within five (5) days of acquiring title to any lot in Denton Manor. Failure to provide this information shall result in a fine of \$500.00 to the new owner, representative, successor

and/or assignee. In addition thereto, every current lot owner shall notify the Association of any change of address, phone number and/or email address. The general purpose of the Association is to promote the community welfare of all property owners in Denton Manor. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of Denton Manor. The Association shall have all powers that belong to it by operation of law. Upon the sale or transfer of title to any lot in Denton Manor, the new owner, representative, successor and/or assignee shall pay a Capital Contribution Fee of \$300.00 to the Association at the time of settlement and/or transfer of title to any lot in Denton Manor.

20. The Restrictive Covenants for Denton Manor shall be amended by deleting Section III, Paragraph 31 in its entirety and substituting in lieu thereof, the following:

31. Termination and/or Amendment

These restrictions may be amended by a vote of no less than 51% of the then owners of all the lots shown on the Record Plot. The owners of the various lots shall have the power to waive, abandon, terminate, modify, alter, change, amend or add to these restrictions or any of them at any time hereafter by no less than 51% of the members. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect upon date of vote taken or when a copy thereof executed in accordance with the usual form of execution and acknowledgment of deeds to land shall be filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same thereafter shall remain in effect in perpetuity unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended or added to as

the case may be. In the taking of any such vote or by the obtaining of any such written consent of the lot owners shown on the Record Plot, each owner shall have one vote for each lot owned and situated in Denton Manor as shown on the Record Plot.

21. Other than as above, the Restrictive Covenants are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Denton Manor Property Owners Association, Inc. has executed this First Amendment this 4th day of November, 2015.

DENTON MANOR PROPERTY OWNERS
ASSOCIATION, INC.

By: ON FILE (SEAL)
David M. Knepp, President

Attest: ON FILE (SEAL)
Jim Kelley, Treasurer

