

Accepted for Filing in:
Kent County
Doc# 135942
On: Nov 12, 2008 at 12:24P

Tax Parcel Nos. MD-16-174.00-01-11.00-000,
(formerly MD-00-174.00-01-26.00-000),
MD-16-174.00-01-11.43-000
(formerly MD-00-174.00-01-26.43-000),
MD-16-174.00-01-11.44-000
(formerly MD-00-174.00-01-26.44-000),
MD-16-174.00-01-11.45-000
(formerly MD -00-174.00-01-26.45-000) and
MD-16-174.00-01-11.46-000
(formerly MD-00-174.00-01-26.46-000)

Prepared by and return to: Frank Sullivan
Guardian Property Management
19633 Blue Bird Lane Suite 9
Rehoboth Beach, DE 19971-1147

AMMENDED DECLARATION OF RESTRICTIONS

THIS 2ND DECLARATION, made this 06 day of November 2008, by Knotts Landing Maintenance Corporation (hereinafter referred to as the "Declarant"). This Amended Declaration of Restrictions supersedes the original Declaration of Restrictions dated January 21, 2003 and recorded in the Office of the Recorder of Deeds, in and for Kent County in Doc # 107263.

WITNESSETH:

WHEREAS, Declarant is a Corporation formed to provide that all common facilities within those certain lots, pieces, or parcels of land, situate in the City of Milford, Milford Hundred, Kent County, State of Delaware, comprising approximately 62.45+/- acres of land (the "Property"), and now being known as the Knotts Landing Subdivision, as shown on that certain Record Major Subdivision Plan for Knotts Landing, prepared by Davis, Bowen & Friedel, Inc. ("Davis, Bowen"), as recorded in the office of the Recorder of Deeds in and for Kent County, State of Delaware (the "Recorder's Office") in Deed Book 66, Page 60, as it may be amended from time to time, (the "Plan"), being a residential subdivision of one

hundred twenty-six (126) lots (individually referred to as a "Lot" or collectively as "Lots"); and
WHEREAS, Declarant desires to provide for the orderly preservation of property values for the individual
Lots in said subdivision 0and, to that end, desires to subject the Property to the covenants and restrictions
hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner
thereof.

NOW, THEREFORE, the Declarant does hereby covenant and declare that it shall hold and
stand seized of the Property subject to the following covenants and restrictions, which shall be covenants
running with the land and which shall be binding upon the Declarant, its successors and assigns:

ARTICLE I

For purposes of this Declaration, the Declarant shall have the sole and exclusive right to
determine when Lot lines and/or street lines shall be "front" or "side" lines.

ARTICLE II

CHANGES IN THE DECLARATION

These covenants and restrictions may be changed, altered, modified or extinguished in whole
or in part, at any time, by an instrument in writing signed by the record owners of a majority (51%) of the
Lots, which shall be recorded in the Office of the Recorder of Deeds in and for Kent County, State of
Delaware.

ARTICLE III

ENFORCEMENT

Enforcement of these covenants and restrictions shall be the responsibility of the elected
Knott's Landing Maintenance Corporation Board of Directors or their duly appointed representative and
shall be by any proceeding at law or in equity against any person or persons violating or attempting to

violate any covenant or restriction, either to restrain the violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. In the event Declarant incurs any expenses, including attorneys' fees, in connection with its efforts to enforce the terms hereof, the Lot owner in violation of these covenants shall also be obligated to reimburse Declarant for all such expenses. The Declarant may bring action of enforcement. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other covenants or restrictions contained herein. Declarant reserves the right to assign its power to modify or enforce these covenants and restrictions by any appropriate instrument in writing, recorded in the Office of the Recorder of Deeds in and for Kent County, State of Delaware.

ARTICLE IV

SEVERABILITY

Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

ARTICLE V

GENERAL USE RESTRICTIONS

Section 1. Private Residences. Each Lot in the Property shall be used for private residential purposes only and no buildings of any kind, except private dwelling units shall be erected or maintained on any Lot.

Section 2. Trailer, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any Lot, except that temporary sales or construction trailers shall be permitted during construction by the Declarant, its successors or assigns.

Section 3. Animals and Pets. Other than usual household pets, no animals of any kind, including, but not limited to, horses, cows, goats, hogs, pigs, rabbits, poultry, pigeons, or similar animals, shall be kept or maintained on any part or portion of the Lots. Breeding of domestic animals of any kind on any part or portion of any Lot or Lots or in any building or structure thereon is expressly prohibited. Outbuildings, such as dog houses or similar structures shall be constructed of wood, of high-quality and craftsmanship, be no more than four (4) feet in height, and have a floor area of no greater than twelve (12) square feet. In any event no such outbuildings shall be erected or maintained upon any Lot before the required approvals have been obtained in accordance with Section 16 and Section 20, herein.

Section 4. Vegetable Gardens. No vegetable gardens shall be kept or maintained on the front yards or side yards of any Lots.

Section 5. Television and Radio Antennas & Exterior Mechanical Devices. Etc. No television antennas, radio antennas, television or radio receiving or transmitting devices, or any other exterior mechanical devices shall be installed, constructed, placed or maintained on any Lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling unit; provided, however, that up to two (2) satellite dish is permitted to be erected, placed, or mounted on any lot to the extent it is expressly authorized and permitted by any applicable statute, ordinance or regulation. Unless preempted by any applicable statute, ordinance or regulation as aforesaid, such satellite dish shall not exceed eighteen inches (18") in diameter or twenty-four inches ("24") in length, four feet (4') in height, and preferably erected or mounted on the rear of the dwelling or in the rear yard of the Lot.

Solar energy panels may only be placed on the roof of the residence.

Exterior Christmas lights and/or ornaments shall be permitted beginning a week prior to Thanksgiving Day, provided that such lights are removed no later than twenty-one days (January 15th) following Christmas Day.

Section 6. Trash Receptacles. Trash receptacles & recycle bins shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting that they may be placed temporarily at street/curb side on the regular day of collection or after 5:00 p.m. on the day immediately prior to the day of collection if required by the collection agency.

Section 7. Prohibited Vehicles. No trucks, buses, travel trailers, utility trailers, commercial vans, tractors, campers or vehicles immobilized for any reason, shall be kept or maintained on any street, Lot or driveway, except that pick-up trucks up to and including three-quarter (3/4) ton and enclosed vans up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet. No vehicles or trailers of any kind shall be kept or maintained on any street within the subdivision for more than twenty-four (24) consecutive hours or for more than thirty-six (36) hours in any forty-eight (48) hour period. No vehicles of any kind shall be parked on grassy areas of any lot in excess of 8 hours.

Section 8. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any Lot except for address plates and nameplates of typical dimensions for residential uses and except that a single real estate "For Sale" sign may be so placed and maintained, but must be removed within five (5) days after a contract for sale and purchase for the Lot has been signed by all parties thereto.

Section 9. Fences. No enclosing or non-enclosing fences or barrier (hereinafter the "fence") shall be erected on any Lot closer to the front street line than the rear-most wall of the principal

building on said Lot except that fences which are dividing lines between two single family Lots may extend along side Lot lines. No fences shall be of a height of more than five (5) feet and all such fences shall be of "split rail" design and constructed only of wood left in its natural color. Green wire mesh may be applied to the inside perimeter of the split rail fence. No such fences shall be constructed or maintained upon the Lots until the plans for the same have been approved by Declarant, in accordance with the provisions of Section 20 herein.

Section 10. Swimming Pools. No swimming pools, above ground or in ground, shall be placed, built or erected on any Lot until plans for the same have been approved by Declarant in accordance with the provisions of the Section 20 herein, except that children's wading pools of typical dimensions for such pools and not exceeding two (2) feet in height shall be permitted without requiring any such review and approval.

Section 11. Repealed

Section 12. Lawn Mowing. The owner of each Lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said Lot at least twice during each of the months from March through November of each year. In the case of the failure of the owner to maintain his or her Lot in accordance with this paragraph, the Declarant may mow the grass and clean the Lot and the owners of the Lot shall be responsible for reimbursing the Declarant for the reasonable costs incurred.

Section 13. Yards. House Fronts. Garages & Sheds. Front & Side Yards

- A. All yard ornaments shall not exceed two (2) feet in height. Birdbaths shall not exceed three (3) feet in height. Maximum of one birdbath. Only decorative, non-functional birdhouses. No bird feeders.

- B. A maximum of one arbor and one fishpond. Arbors and trellises may not exceed eight (8) feet in height. Fishponds may not exceed nine (9) square feet overall.
- C. Ornaments of the same nature (i.e. birds/stars, but not limited to) shall not exceed three (3) in total. Total number of ornaments shall not exceed six (6) in total. Ornaments less than six (6) inches in height, flower pots/planters, shepherd hooks, arbors, trellises and landscape lighting shall not count toward the six (6) total.
- D. Cloth or canvas gazebos/party tents or similar structures may be erected for not more than 72 hours.

House Front, Porch, Garage

- A. Front porch furniture must be deemed "outdoor" by the manufacturer.
- B. No awnings of any nature

Back Yard

- A. Permanent gazebos must be comprised of wood and shall not exceed 100 square feet and must be approved by the Architectural Review Committee.
- B. All structures/ornaments shall not exceed ten (10) feet in height.

General

- A. There may be no more than two (2) flags per lot and shall be no larger than three (3) feet by five (5) feet. Flags may be mounted on the front porch of the house, garage or shed or on "in ground" flag poles only. For houses without a front porch a flagpole may be attached to the house next to the entrance.
- B. No ornament, sign, flag, structure, item or fixture of any type shall reflect an offensive or obscene nature.

Definition

- A. Ornament: An accessory, article or detail used to beautify the appearance of something to which it is added or which it is a part.

Section 14. Clothes Lines. No outside clothes lines or clothes line posts shall be erected or maintained on any Lot. Folding clothes rack may be permitted on the rear deck or patio Monday through

Friday 8:00 AM to 2:00 PM only.

Section 15. Right-of-Ways. No structures or equipment, of any nature shall be constructed or installed within the right-of-ways of the Subdivision's streets.

Section 16. Outbuildings. No outbuildings, sheds, garages, enclosed outdoor storage facilities, or other similar structures shall be erected, placed or maintain on any Lot within the Property unless such structures are (i) constructed of a material other than metal; (ii) are located only in the rear yard of any Lot; (iii) do not exceed the aggregate size of one hundred eighty (180) square feet on each Lot; (iv) do not exceed a height of ten (10) feet above ground level; (v) are built in accordance with plans, specifications and illustrations approved by Declarant or its successors or assigns pursuant to Section 20 of this Declaration of Restrictions; and (vi) if such structures are outbuildings for animals or pets, such as dog houses and similar structures, such structures also comply with the requirements of Section 3 of this Declaration of Restrictions.

Section 17. Basketball Goals. No basketball goals shall be erected, placed or maintained on any Lot at any time, except for a maximum of one (1) permanently installed goal or mobile goal located in the rear yard of each Lot.

Section 18. Boats and Boat Trailers. Boats and boat trailers may only be stored or located on any Lot subject to the approval of Declarant, its successors or assigns, in accordance with the requirements of Section 20 of this Declaration of Restrictions, provided that no boat or boat trailer shall exceed twenty-four (24) feet in length and that storage of the boat and/or boat trailer shall not be visible from the street on which the house faces.

Section 19. Easements. Easements and right-of-ways are hereby reserved on, over, under

and along all of the Lots in the Property, for poles, wires, conduits, and pipes for lighting, heating, gas, electricity, telephone, and any other public or quasi-public utility service purpose, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, ten (10) feet from the front and rear property lines of each Lot and seven (7) feet from the side lines of each Lot, together with the right of access thereto for the purpose of further construction and/or repair. A twenty (20) feet wide easement, ten (10) feet on each side of the centerline, of pipe, structure, line or scale, shall be created, wherever possible, where a sanitary sewer and/or storm sewer exists. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

Section 20. Review of Plans. Notwithstanding anything contained herein to the contrary, no outbuildings, buildings, structures of a temporary or permanent nature, swimming pools, boats, boat trailers, fences or other construction or improvements shall be constructed, erected, or placed upon any Lot, nor shall any exterior addition to or change or alteration thereof, including, but not limited to, exterior facade, color change and/or change in grade or drainage, be made until the plans and specifications, with illustrations, showing the nature, kind, shape, color, height, materials and proposed location of same, shall have been submitted to and approved in writing by the Declarant or its successors or assigns. The Declarant, its successors or assigns, in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which, in its sole opinion, are not suitable or desirable to the community. In passing upon such plans and specifications, Declarant or its successors or assigns, shall consider, in addition to any specific restrictions previously listed in these Declaration of Restrictions, the following factors:

a. The quality, aesthetic suitability, nature, kind, height, shape of the proposed building or other structure:

- b. The colors and materials should closely match the house;
- c. The specific site upon which it is proposed to be constructed or erected;
- d. The harmony of the proposed change, alteration, addition, building or structure with structures on neighboring properties and the outlook and view from the neighboring properties; and
- e. The effect on the reasonable passage of light and air to the neighboring properties.

In considering whether a boat or boat trailer is appropriate to be located on a Lot, the Declarant, or its successors or assigns, shall consider the visual impact to the neighboring properties and whether the community has permitted other boats and boat trailers to be maintained on Lots.

ARTICLE VI

INTERPRETATION

This Declaration shall bind all Lots in the Property owned by Declarant of the date on which this Declaration is recorded and all other Lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede Declarant, or its successors in title to vacant Lots, from constructing buildings or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment; or generally carrying on its business as to the development of the Property.

IN WITNESS WHEREOF, the said George Pilla , President of KNOTTS LANDING MAINTENANCE CORPORATION, has caused his hand and seal to be hereunto set the day and year first



Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901

Instrument Number: 2008-135948

Recorded On: November 12, 2008

As-Miscellaneous Without Notation

Parties: KNOTTS LANDING MAINTENANCE CORPORATION

To KNOTTS LANDING MAINTENANCE CORPORATION

of Pages: 12

Comment:

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Miscellaneous Without Notation	106.00
# of Pages	11
	0
Total:	106.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

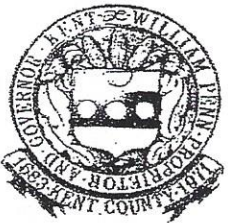
****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Document Number: 2008-135948
 Receipt Number: 223146
 Recorded Date/Time: November 12, 2008 12:24:20P
 Book-Vol/Pg: BK-RE VL-4715 PG-268
 User / Station: P Orona - Cashier 2

Record and Return To:

GUARDIAN PROPERTY MANAGEMENT
 FRANK SULLIVAN
 19633 BLUE BIRD LAND SUITE 9
 REHOBOTH BEACH DE 19971-1147



Betty Lou McKenna

