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Prepared by & return to:
Preserve on the Broadkill, LLC 10-25-04
210 Chandler Street, Milton, DE 19968

PRESERVE ON THE BROADKILL HOMEOWNERS ASSOCIATION, INC.

SUPPLEMENTAL DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS #1

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Supplemental Declaration"), made on this 24th day of September, 2004, by PRESERVE ON THE BROADKILL, LLC, a Delaware limited liability company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant's DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") was duly recorded on May 15, 2003 in the Office of Recorder of Deeds, Sussex County, Delaware, and

WHEREAS, the initial property subject to the Declaration, as set forth in "Section 2.01" of the Declaration and as described in Exhibit B thereof, was identified as "Property Phase I", and

WHEREAS, Declarant desires to add to the Declaration all the remaining parcel of 23 acres of Preserve on the Broadkill, identified as "Property Phase II",

NOW THEREFORE, because of changing circumstances since the inception of the Preserve on the Broadkill project, and incorporating all terms and conditions of the Declaration not inconsistent with the following, the following changes and amendments are made to the Declaration:

1. In accordance with "Section 2.02. Additions" of the Declaration, Property Phase II is made subject to all the terms and conditions of the Declaration including the changes and amendments herein.

2. In accordance with "Section 13.03. Amendments" of the Declaration, the Declarant makes the following amendments to the Declaration:

A. Section 3.02 (b) is amended to read as follows: (b) Building Size and Area. Houses shall be built with at least one and one-half or more stories and in accordance with the height limitations set by the Town of Milton, Delaware.

B. Section 3.02 (c) is amended to read as follows: (c) Floor Area. Houses shall have a floor area ratio (FAR) of not more than forty (40) percent of the lot size exclusive of unheated areas (except Lots 20-A to 23-B of Property Phase I and Lots 28-A to 30-B of Property Phase II). A one and one-half story house shall have a minimum of 1,600 square feet of living area on the first floor and a house with two or more stories shall have a minimum of 1,200 square feet of living area on the first floor. For Lots 20-A to 23-B of Property Phase I and Lots 28-A to 30-B of Property Phase II, the minimum total living area shall be 1,800 square feet. Floor area ratio (FAR) is the quotient obtained by dividing the gross floor area of all buildings on a lot by the gross lot area; the gross floor area is the sum of the gross horizontal areas of the several floors of a building measured from the exterior face of the exterior walls, including basements where the floor-to-ceiling height is six feet or greater.

10/25/04

C. Section 3.02 (d) is amended to read as follows: *(d) Building Materials. Exterior walls of houses should be built of natural materials such as wood, brick or natural stone, and such other materials as cement board and the like. However, other appropriate materials, such as vinyl shake-style siding with architectural profile wood or composite trim (visible J-channel or standard vinyl lineal trim are not acceptable), may be used with the approval of the Covenant Committee with architectural advice. Roofs should be built of cedar shingles, composite asphalt shingles of a minimum 25-year rating or metal. When the dominant roof is a gable or shed style, the minimum roof pitch permissible on the dominant roof is 8/12; pitches on secondary gable or shed roofs may be less steep.*

D. Section 3.02 (e) is amended to read as follows: *(e) Building Completion. All lot improvements shall be completed by the Owner not later than five (5) years after the date of settlement. At all times after the date of settlement, the Owner is solely responsible for maintaining the Lot in a neat and orderly condition as required by the Ordinances of the Town of Milton and in this Declaration.*

E. Section 3.02 (f) is amended to read as follows: *(f) Fence, Wall and Hedge. The Covenant Committee shall approve in writing the composition, location and height of any fence, wall or hedge to be constructed on any Lot. The Covenant Committee shall require the composition of any fence, wall or hedge to be consistent with the material used in adjacent Lots and other fences, if any. Chain link fencing shall not be used. The maximum fence height is six (6) feet above grade except that a fence may be seven (7) feet in height if the top one (1) foot of height is at least fifty (50) percent open. Fencing design must accompany the working drawings submitted to the Covenant Committee for any proposed Lot.*

F. Section 3.02 (g) is amended to read as follows: *(g) Parking Space. Each Lot Owner shall provide space for parking of two (2) automobiles off the streets and roads of the Preserve on the Broadkill. Storage and/or parking on or off the streets and roads in the Preserve on the Broadkill of recreational vehicles, boats, boat trailers, commercial vehicles or commercial trailers (except when making deliveries) shall be prohibited.*

G. Section 3.02 (i) is amended to read as follows: *(i) Signs, Lot Numbers and Mailboxes. The size and design of all signs, numbering for the Lot, mailboxes and such materials shall be approved by the Covenant Committee. No signs, billboards, advertisements or notices of any kind, including without limitation, "For Sale" or "For Rent" signs, shall be displayed for Public view on any improved or unimproved Lot or on the Association Property, without the prior written approval of the Covenant Committee; it being understood that the Covenant Committee will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardships to the Owner. If such permission is granted, the Covenant Committee reserves the right to restrict size, color, content and location of such sign(s). No sign shall be nailed or attached to any tree. The Covenant Committee shall have the right to adopt reasonable rules regarding signs to be used during construction of improvements and dwellings, including Owner identification and name of contractor and/or architect; one construction sign shall be permitted per Lot during actual construction.*

H. Section 3.02 (j) is amended to read as follows: *(j) Landscaping. Prior to the issuance of a Certificate of Compliance by the Covenant Committee, each Owner must submit to the Covenant Committee, for its prior approval, a plan for landscaping on any Lot.*

I. Section 3.02 (k)(ii) is amended to read as follows: (k)(ii) Swimming Pool and Tennis Court. All pools and ponds must be constructed in-ground. Hot-tubs must be constructed in the rear or side yard within an enclosure of a deck and/or fence, patio enclosure or porch structure.

IN WITNESS WHEREOF, the undersigned, being the DECLARANT, have executed this instrument this 27th day of September 2004.

Preserve on the Broadkill, LLC hereby executes this Declaration for the purpose of subjecting certain property to the covenants, conditions, and restrictions stated in this Declaration.

ATTEST:

Stephanie L. Coulbourne

PRESERVE ON THE BROADKILL, LLC

By: Robert Blayney [SEAL]

to wit:

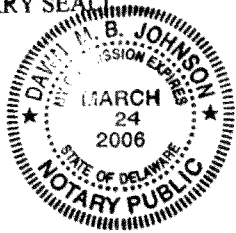
On this 27 day of September, 2004, before me, the undersigned member, personally appeared Robert Blayney, known to me or satisfactorily proven to be the person whose name is subscribed to this written instrument, who acknowledged himself to be a member of Preserve on the Broadkill, LLC, being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself as member.

GIVEN under my hand and seal this 27 day of September, 2004.

Dawn M. B. Johnson
Notary Public

My Commission expires: _____

[NOTARY SEAL]



RECORDER OF DEEDS
JOHN F. PRADY

04 OCT -7 PM 2: 50

SUSSEX COUNTY
DOC. SURCHARGE PAID

Received

OCT 08 2004

ASSESSMENT DIVISION
OF SUSSEX CTY