

Tax Map & Parcel Nos.
3-34 6.00 356.00 through 477.00 (inclusive);
3-34 6.00 554.00 through 631.00 (inclusive);
3-34 6.00 633.00 through 681.00 (inclusive)
Prepared by & Return to:
Parkowski, Guerke & Swayze, P.A.
19354C Miller Rd
Rehoboth Beach, DE 19971

**FIRST AMENDMENT TO AMENDED AND RESTATED
RESTRICTIONS, RESERVATIONS AND RESTRICTIVE COVENANTS
OF SANDY BRAE AND ALL ADDITIONS THERETO OF SANDY BRAE**

THIS FIRST AMENDMENT to the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae is made this 11th day of November, 2019, by SANDY BRAE HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Association"), a Corporation of the State of Delaware, together with the written consent of a majority of the owners of lots of Sandy Brae, pursuant to Section 21 of the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae, dated the 26th day of September, 2017, which is of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, at Deed Book 4775, Page 84, et seq.¹

Pursuant to Section 21 of the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae, the following Amendment was adopted by the affirmative vote of a simple majority of the owners of lots of Sandy Brae. This First Amendment has been executed by SANDY BRAE HOMEOWNERS ASSOCIATION, INC. and is accompanied by a written certificate of the President of the Association, attached hereto as Exhibit "A" and incorporated herein by reference.

1. Section 10 is hereby amended to read as follows:

10. Nothing shall be done or maintained upon any lot, land area, road, drive, land, or other area within the subdivision which is an annoyance or nuisance to the neighborhood. There shall not be maintained upon any lot any plant, animal, device or thing of any sort the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant, illegal or of such a nature as may diminish or destroy the enjoyment of the property owners. The following list of activities includes but does not limit uses and activities that are determined to be a nuisance and, accordingly, are prohibited activities: the discharge of weapons of any kind, including but not limited to guns, bows & arrows, knives, paintball items, fireworks, etc. that may cause property damage or personal injury to any lot owner or renter; the operation of go-carts, unmuffled motor bikes, or other loud-engine recreational vehicles; the keeping of animals or

¹ A Corrective Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae, dated January 2, 2018, was subsequently filed on January 3, 2018, in Deed Book 4823, Page 195 to correct an inadvertent error which occurred in the original recording (Section 16 was inadvertently left out).

fowl, except domesticated cats and dogs, such domesticated animals to be secured in accordance with the regulations of the State of Delaware; the extension of solid or chain link fences, hedges or walls forward of the front building line; the keeping of junked vehicles, vehicles without current registration tags/licenses, vehicles requiring repair which are not housed within a garage, trucks with over two axles, tractors, commercial/recreational trailers and vehicles on a lot or adjacent streets, the keeping of boats, duck blinds or boat trailers, horse trailers and other recreations trailers forward of the front building line; the maintenance of vegetable gardens forward of the property line; the operation of exterior lights such as to be directed outward from the front property line; the parking of passenger vehicles and or trucks rear of the residential structure unless they are on a paved driveway to a detached garage; and deterioration due to neglect of any occupied lot, structure or dwelling. No vehicles, except as may be reasonably classified as passenger cars, station wagons, vans or pickup trucks of one ton or less shall be regularly parked upon any lot where they may be seen from the street on a long term and/or permanent basis. Vehicles must be kept on a paved driveway or within an enclosed garage, not on any property forward or to the sides of the front property line. The Association, after providing notice to the property owner, is permitted to enforce the Covenants by entering onto the exterior of the property to correct, repair, clear out or perform any action on the property to lawfully remove or abate a violation. This includes but is not limited to towing of any vehicles, boats, commercial trailers, or commercial equipment. All actions taken will be at the expense of the property owner. The Association, or its agents, by entering the property and taking such actions shall not be deemed to have trespassed.


2. Section 15 is hereby amended to read as follows:

15. In the event any party owning lots or land areas in said subdivision, or his, her, or its heirs, successors or assigns, as the case may be, shall violate or attempt to violate any of the foregoing restrictions, revisions and amendments, covenants, limitations and conditions, while the same remain in force and effect, then and in such an event, it shall be lawful for any such person or persons, owning a legal interest in any Lot located in Sandy Brae including the SBHOA, to bring any proceedings or take any action either in law or in equity, against such violator or any of the foregoing limitations, reservations, restrictions, covenants and conditions, as may be appropriate to prevent or abate the violation thereof; or to recover damages resulting from such violation or attempted violation thereof. In addition, any lot owner found to be in violation of these covenants and restrictions or any amendment thereto by the SBHOA shall incur a fine. The fines shall be at an escalating rate as follows: \$75 per violation occurrence to be imposed thirty (30) days from the time written notice is given to the property owner by the SBHOA; \$150 per violation occurrence to be imposed sixty (60) days from the time written notice is given to the property owner by the SBHOA if the violation has not been resolved; \$300 per violation occurrence to be imposed ninety (90) days from the time written notice is given to the property owner by the SBHOA if the violation still has not been resolved as determined by the SBHOA. The fines shall accrue interest at the rate of ten (10%) percent per annum, billed quarterly, until the violation is resolved as determined by the SBHOA. The expense and cost of enforcement by the Association shall be chargeable to the owner of the lot, including the cost of reasonable filing, court and/or attorney's fees. A lien on the lot will be placed after a non-compliance period of ninety (90) days from the initial date of the violation. In addition, the Homeowners Association may bring further legal action against the owner such as

obtaining a judgment or foreclosure on the lot. Charges affixed to the lien and/or judgment shall include the accrued fine amounts, interest on the assessment or fines and reasonable attorney's fees to be fixed by the court, together with the cost of the action. No owner of a lot may waive or otherwise escape liability for the fine provided for herein by non-use of the common areas or abandonment of his or her lot.

IN WITNESS WHEREOF, pursuant to Section 21 of the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae, of record in the Office of the Recorder of Deeds, in and for Sussex county, Delaware, in Deed Book Deed Book 4775, Page 84, et seq., and pursuant to the written consents of at least a simple majority of the owners of lots in Sandy Brae, which is certified by the President of the Association and attached hereto as Exhibit "A" and incorporated herein by reference, SANDY BRAE HOMEOWNERS ASSOCIATION, INC. hereby makes and files this First Amendment to the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and as authorized by Section 21, dated this 11th day of November, 2019.

SANDY BRAE HOMEOWNERS ASSOC., INC.

By:  (SEAL)
Katherine Davison, President

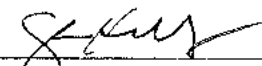
(CORPORATE SEAL)

Attest:  (SEAL)

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11th day of November, 2019, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, Katherine Davison, President of the Sandy Brae Homeowners Association, Inc., a corporation of the State of Delaware, party to this indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed, and the act and deed of the said corporation; that the signature of the President is in her own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the Board of Directors of the said corporation and by a simple majority of the then owners of all the lots and land areas located within Sandy Brae.

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


Notary Public

**Shane Heberling
Attorney-Notary Public
Authorized to perform Notarial Acts
Pursuant to 29 Del.C. § 4323(a)(3)
Non-expiring Commission**

Exhibit "A"

**CERTIFICATION BY THE SANDY BRAE HOMEOWNERS ASSOCIATION, INC.,
PERTAINING TO THE ADOPTION OF AMENDMENTS TO THE AMENDED AND
RESTATED RESTRICTIONS, RESERVATIONS AND RESTRICTIVE COVENANTS OF
SANDY BRAE AND ALL ADDITIONS THERETO OF SANDY BRAE**


THE SANDY BRAE HOMEOWNERS ASSOCIATION, INC., a Delaware non-stock corporation, by and through its President, does hereby make this **CERTIFICATION**, which is made and kept in the regular course of business of the Association, as a regular practice of the Association to make this Certification, and as a regularly maintained business record, to certify that: (1) amendments to the Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Decd Book 4775, Page 84, et seq., dated September 26, 2017 (hereinafter "Restrictions"), have been adopted amending Sections 10 and 15 in the existing Restrictions; and (1) said amendments have been incorporated into the First Amendment to Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae to which this Certification is attached.

I, Katherine Davison, President of the Sandy Brae Homeowners Association, Inc., hereby certify that the Restrictions have been amended, as set out and described in the First Amendment to Amended and Restated Restrictions, Reservations and Restrictive Covenants of Sandy Brae and All Additions Thereto of Sandy Brae to which this Certification is attached, pursuant to the affirmative vote of a simple majority of the then homeowners of all the lots and land areas located in Sandy Brae, taken between October 1, 2019 and October 31, 2019. Pursuant to the authority and process established in the Restrictions, Section 21, the Restrictions may be amended by and with the affirmative vote of a simple majority of the then owners of all the lots and land areas located in Sandy Brae.

[THIS SPACE INTENTIONALLY LEFT BLANK-
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Sandy Brae Homeowners Association, Inc. has caused these presents to be signed and sealed by its President and attested by its Treasurer on this 11th day of November, 2019.

SANDY BRAE HOMEOWNERS ASSOC., INC.

By:  (SEAL)
Katherine Davison, President

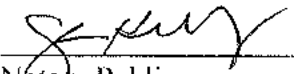
(CORPORATE SEAL)

Attest:  (SEAL)

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11th day of November, 2019, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, Katherine Davison, President of the Sandy Brae Homeowners Association, Inc., a corporation of the State of Delaware, party to this indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed, and the act and deed of the said corporation; that the signature of the President is in her own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the Board of Directors of the said corporation and by a simple majority of the then owners of all the lots and land areas located within Sandy Brae.

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


Notary Public

**Shane Heberling
Attorney-Notary Public
Authorized to perform Notarial Acts
Pursuant to 29 Del.C. § 4323(a)(3)
Non-expiring Commission**