

Tax Map Parcels 334-20.00-2.00 through -99.00 inclusive

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RECORDER OF DEEDS Scott Dailey
Sussex County
Consideration: \$0.00
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**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BAY,
Section of Country Manor**

THIS FIRST AMENDMENT TO DECLARATION is made and executed as of the 21st day of October, 2020 by the Pine Bay Homeowners Association, Inc., a Delaware Not for Profit Corporation, hereinafter referred to as the "Association".

WHEREAS, the Association is the "Association" as defined in that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PINE BAY, Section of Country Manor, of record in the Office of the Recorder of Deeds in and for Sussex County at Georgetown, Delaware, in Deed Book 4188, Page 161 &c., hereinafter referred to as the "Restrictions", applicable to all properties in the Pine Bay Section of Country Manor, as more fully set forth in the Restrictions; and

WHEREAS, the Association is desirous of amending the Restrictions, as provided herein; and

WHEREAS, the Members (as defined in the Restrictions) of the Association, pursuant to Article V, Section 2, of the Restrictions, by written consent of at least two-thirds (2/3) of the Members of the Association, provided written consent of the amendments to the Restrictions as contained herein.

NOW THEREFORE, the Restrictions are hereby amended as follows.

1. Article IV, Section 4 (b), is hereby deleted in its entirety, and replaced with the following:

“(b) All Residences shall be used only as single family, private, residential dwellings and for no other purpose. No business or commercial buildings may be erected

erected on any lot and no business, except for telecommuting, may be conducted on any part thereof. A Residence shall be further defined to mean a residential dwelling designed or occupied by not more than one of the following as a single housekeeping unit with single culinary facilities:

(1) A Family, defined as a group consisting of one person or a married couple with any number of natural children, foster children, stepchildren, adopted children, parents, grandparents and/or grandchildren;

(2) Two single persons and their Families (as defined above) functioning as a single housekeeping unit;

(3) A group of not more than four persons not necessarily related by blood or marriage functioning as a single housekeeping unit;

(4) One person or two persons, one of whom shall be elderly and/or disabled, and one or both of whom own the dwelling unit, plus one Family; or

(5) A Family (as defined above) or two single persons and their Families (as defined above) functioning as a single housekeeping unit, plus a caretaker and/or an exchange student.

(6) For the purpose of this section, "disabled" includes any person or persons with a handicap or disability as those terms are defined in the Delaware Fair Housing Act, Title 6, Chapter 46, of the Delaware Code, as may be amended.

Residential Guests of an Owner (or of a tenant if a rental property) shall not be considered in determining compliance with the occupancy limitations set forth in this section, however no more than two (2) Residential Guests per bedroom shall be permitted. A Residential Guest is hereby defined as a temporary visitor occupying a Residence, or portion thereof, for no consideration. In the event a Residential Guest remains on the property for a period in excess of two (2) weeks, then the Owner shall register the Residential Guest with the Association.

No Residence may be used as a rooming house, motel, hotel or otherwise for transient tenants who temporarily reside in or lease the Residence (or a portion thereof, which in and of itself is prohibited.)

(c) Tenants and Lease Agreements. It is permissible for an Owner to lease a Residence to a third party for compensation, provided the following provisions are met. Assignments of lease and subleasing are prohibited. Every lease agreement for every Residence within Pine Bay is subject to the following rules and regulations, even if the lease agreement shall fail to expressly include such provisions:

1. The lease agreement must be in writing;
2. A Residence may be leased no more than once in any twelve (12) month period and the minimum initial term shall not be less than one (1) month;
3. The lease agreement must be for the entire Residence and the entire

Lot. Rentals of individual rooms within a Residence are not permitted.

4. The Owner shall provide a copy of all governing documents (the current Declaration, Bylaws, and any other Rules and Regulations of Pine Bay) to the tenant, and the tenant's use of the premises shall be subject to the provisions thereof (whether or not such documents actually have been provided to the tenant); any failure of the tenant to fully comply with the provisions of the governing documents shall constitute a material default under the lease agreement and shall be grounds for termination of the lease and eviction from the Residence; further the Owner shall be responsible for any failure of any tenant to fully comply with the provisions of the governing documents.
5. Immediately, but no later than five (5) days after a tenant lease agreement has been signed, the Owner shall cause to be furnished to the Association, a copy of the signed lease agreement, the name(s), telephone numbers and email addresses of the tenant(s) signing the lease agreement, the name(s) of any additional persons staying in the Residence with the tenant, the date of tenant occupancy, and a signed acknowledgement by the tenant(s) signing the lease agreement indicating that they received the governing documents required in subsection 4(c)4 above, that they are aware that they are subject to the governing documents contained therein, and that they recognize and accept the right and the power of the Association to evict the tenants for any violation by the tenants of the governing documents. The Association may provide a form for such signed tenant acknowledgements.
6. If any Owner or any tenant(s) is in violation of any of the provisions of the governing documents, including without limitation this Article IV, Sections (b) and (c), the Association shall provide written notice of such violation to the Owner and the tenant(s), and fifteen (15) days from the mailing of the notice in which to cure such violation or request a hearing in writing before the Board. If the Owner or tenant(s) fails to cure such violation or to request a hearing in writing within such fifteen (15) day period, the Board shall levy a fine against the violating Owner or tenant(s) in the amount of One Hundred Fifty Dollars (\$150.00). Should a hearing be requested in writing within such fifteen (15) day period, the Board shall schedule such hearing before the Board at one of the Board's regular meetings, or sooner if deemed necessary by the Board. The Owner or tenant(s) shall be given the opportunity, not exceeding fifteen (15) minutes unless permitted by the Board due to extenuating circumstances, to present his/ her defense to the violation charged. At the conclusion of the hearing, the Board shall consider in private any information provided, and render its decision. If any Owner or any tenant(s) fail to cure such violation within fifteen (15) days after the levy of the initial fine, a subsequent fine in the amount of Three Hundred Dollars (\$300.00) shall be levied against the violating

Owner or tenant(s). Any fines levied shall be collectible in the same manner as assessments under this Declaration. If any Owner or tenant(s) fail to cure such violation within fifteen (15) days after the levy of the second fine, the Board may (i) suspend any privileges of Owners and/or tenant(s) (including without limitation access to the Common Areas but not including the right of an Owner to vote on any matter submitted to a vote of the Owners), and/or suspend services provided to the Owner and/or tenant(s) by the Association (other than those necessary for the habitability of the Owner's Lot or Residence) for non-payment of any fine levied, and/or (ii) bring an action in its own name or in the name of the Owner, or both, to terminate the lease and have the tenant evicted and/or to recover damages (including but not limited to the full amount of rent paid and/or due to the Owner from the tenant(s)). Should any Owner or tenant(s) be notified three (3) or more times in any twelve (12) month period of the same violation, the initial fine shall be Three Hundred Dollars (\$300.00) for each such violation and the subsequent fine for each such violation shall be Five Hundred Dollars (\$500.00). The Board may require, as a means of collecting any fine due from the tenant(s) (but not the Owner), that the tenant(s) make payments directly to the Association in the amount of the rent up to the limit of the amount owed the Association by the tenant(s) for any fine levied. In addition, the Board may enforce any other rights against the tenant(s) for any violation which the Owner as landlord could lawfully have exercised under the lease or which the Association could lawfully have exercised directly against the Owner, or both. If the court finds that the tenant(s) has violated any of the provisions of the governing documents, the court may order summary possession of the tenant despite the fact that the Owner is not a party to the action and/or that the tenant is not otherwise in violation of tenant's lease agreement. For purposes of granting the summary possession against the tenant, the court may consider the Owner a person in whose name a contract (the lease agreement or rental agreement) was made for the benefit of another (the Association). The remedy provided by this subsection is not exclusive and is in addition to any other remedy or remedies available to the Association, such as a lien on the Lot. The Association may recover all of its costs incurred in pursuing such action, including court costs and reasonable attorneys' fees, from the Owner and his successors and assigns. The fifteen (15) day cure period shall not apply to a violation for entering into a lease agreement for less than one (1) month."

2. Article II, Clause C, Section 8 is hereby amended to increase the Initiation Fee from FIVE HUNDRED DOLLARS (\$500.00) to ONE THOUSAND DOLLARS (\$1,000.00).

3. All other terms and provisions of the Restrictions shall remain in full force and effect, except as amended hereby.

IN WITNESS WHEREOF, THE PINE BAY HOMEOWNERS ASSOCIATION, INC., a Not-For-Profit Corporation of the State of Delaware, have caused this FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINE BAY, Section of Country Manor, to be executed by their authorized officers and their corporate seals affixed hereto effective as of 21st day of October, 2020.

PINE BAY HOMEOWNERS ASSOCIATION, INC.

Corporate Seal

BY: Valarie Elliott
Valarie Elliott, President
Attest: Leslie O'Connor
Leslie O'Connor, Secretary

State of Delaware)
County of Sussex) ss:

BE IT REMEMBERED, that on this 21st day of October, 2020, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Valarie Elliott, President of the Pine Bay Homeowners Association, Inc., a not-for-profit corporation existing under the laws 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 on behalf of said corporation, that the signature of the President thereto is in her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that her act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

Notary Public Anne K. Gude
My commission expires: _____

ANNE K. GUDE NOTARY PUBLIC STATE OF DELAWARE My Commission Expires JUNE 26, 2021
