

Prepared By: Christopher Buczkowski
Return To: Robert J. Perfetti
Cedar Creek Land Owners Association
P.O. Box 14 Lincoln, De 19960

Tax District 3-30
Map 16.00
Parcel 86 thru 202 Inclusive

AMENDMENT TO CEDAR CREEK LANDING
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the original Cedar Creek Landing Declaration of Covenants, Conditions and Restrictions were declared by Thetavest, Inc., and were recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 2101 at page 170 on January 19, 1996.

NOW THEREFORE, Cedar Creek Land Owners Association (hereinafter "Declarant") hereby amends and corrects said Cedar Creek Landing Declaration of Covenants, Conditions and Restrictions as follows;

1. Revise Article VI, Section 8, from the following thereof;

If any Assessment is not paid on the date when stated to be due in the notice of assessment, then the Assessment shall be deemed delinquent, and if the delinquent payment is a periodic payment (i.e. monthly, quarterly, etc.), the entire assessment shall be delinquent, and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, continue as a lien on the Lot and any structure built thereon which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the obligation of the assessment shall be a personal obligation of the then Owner to pay such Assessment, however, the personal obligation shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the Assessment is not paid in thirty (30) days after delinquency, the Assessment shall bear interest from the date of delinquency at the rate of the legal interest rate authorized by 6

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KS

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Del. C. Article 2301 as amended and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce the foreclosure the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the Assessment from its due date and reasonable attorney's fees to be fixed by the Court, together with costs of collection. No Owner of a Lot may waive or otherwise escape liability for an Assessment provided for herein by nonuse of the Common Areas or abandonment of his or its Lot. The Association reserves the right to suspend the enjoyment rights of any Member in any easement or Common Area for the period during which any assessment against such Member remains unpaid.

And include the following thereof;

If any Assessment is not paid on the date when stated to be due in the notice of assessment, then the Assessment shall be deemed delinquent, and if the delinquent payment is a periodic payment (i.e. monthly, quarterly, etc.), the entire assessment shall be delinquent, and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, continue as a lien on the Lot and any structure built thereon which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the obligation of the assessment shall be a personal obligation of the then Owner to pay such Assessment, however, the personal obligation shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the Assessment is not paid in thirty (30) days after delinquency, the Assessment shall bear interest from the date of delinquency at the rate of the legal interest rate authorized by 6 Del. C. Article 2301 as amended and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce the foreclosure the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the Assessment from its due date and reasonable attorney's fees to be fixed by the Court, together with costs of collection. No Owner of a Lot may waive or otherwise escape liability for an Assessment provided for herein by nonuse of the Common Areas or abandonment of his or its Lot. The Association reserves the right to suspend the enjoyment rights of any Member in any easement or Common Area for the period during which any assessment against such Member remains unpaid. **In addition to every remedy as set forth in this Section 8, the Association shall assess a late fee for any assessment not paid. The late fee for non-payment of any assessment shall be the sum total of twenty-five dollars (\$25.00) per annum. This late fee shall be recurring each year or portion of year the assessment remains unpaid. This late fee shall be assessed on the first day of February for the first year the assessment is unpaid and on the first day of February for each year,**

cumulative, that the assessment remains unpaid. The Board of Directors by a majority vote may waive this late fee.

2. Except as hereby amended, the Cedar Creek Landing Declaration of Covenants, Conditions and Restrictions, recorded in the office of the Recorder of Deeds, in and for the Sussex County, in Deed Book 2101 at page 170, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant, Cedar Creek Land Owners Association, has executed this Amendment to Cedar Creek Landing Declaration of Covenants, Conditions and Restrictions this 7th day of Oct., A.D. 2013.

CEDAR CREEK LAND OWNERS ASSOCIATION

By Robert J. Perfetti
Robert J. Perfetti, President

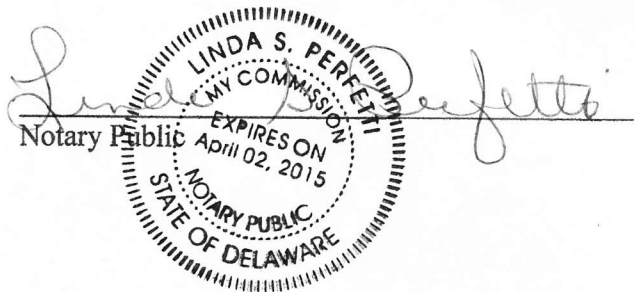
Attest [Signature]

STATE OF DELAWARE

COUNTY OF SUSSEX

BE IT REMEMBERED, That on this 7th day of Oct. A.D. 2013, personally came before me, The Subscriber, a notary Public for the state and County aforesaid, Robert J. Perfetti, President of Cedar Creek Land Owners Association, party to this Indenture, known to me personally as such, and acknowledged this Indenture to be his act and Deed, and the act and deed of said Home Owners Association; that the signature of the President is in his own proper handwriting, that the seal affixed is the common seal of the said Home Owners Association 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 Members of the said Homeowners Association.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

**RECEIVED**

OCT 16 2013

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**

Recorder of Deeds
Scott Dailey
Oct 16, 2013 11:34A
Sussex County
Doc. Surcharge Paid