

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 VIII, Section 2, from the following thereof;

The Developer, the Association, or any Owner, shall have the right to enforce this Declaration and Restrictions contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Declaration or any Restrictions contained herein, to restrain violation, to require specific performance, and/or to recover damages; and to proceed against any Lot to enforce any lien created by these Restrictions. The expense and cost in enforcement by the Association shall be chargeable to the Owner of the Lot, including the costs of reasonable attorney's fees. In the event any legal action is taken by the Association, such fees, approved by a court of competent jurisdiction, shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

And include the following thereof;

The Developer, the Association, or any Owner, shall have the right to enforce this Declaration and Restrictions contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Declaration or any Restrictions contained herein, to restrain violation, to require specific performance, and/or to recover damages; and to proceed against any Lot to enforce any lien created by these Restrictions. The expense and cost in enforcement by the Association shall be chargeable to the Owner of the Lot, including the costs of reasonable attorney's fees. In the event any legal action is taken by the Association, such fees, approved by a court of competent jurisdiction, shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder. In addition to the Remedies as set forth above the association shall have the authority to assess civil penalties for violations of the Covenants. A civil fine in the maximum amount of three hundred dollars (\$300.00) per day may be assessed for each day a violation is deemed to exist. The violation is deemed to exist upon proper notice by the association to the Lot Owner of the violation and shall be considered remedied once the Lot Owner notifies the association of such remedial action to correct in full the violation and the association agrees the violation has been remedied. The association may waive any or all portions of the accumulated violation amount by a majority vote of the Board of Directors. Any amount not paid for the accumulated civil penalties shall be subject to collection by civil complaint with the appropriate court holding jurisdiction or by filing a lien against the property with Sussex County or both.

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

**RECEIVED**

OCT 16 2013

**ASSESSMENT DIVISION  
OF SUSSEX COUNTY**

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.

[Signature]  
Notary Public

