

32966

02531 001

Prepared by: Keenwick West Prop. Owners Assoc.

Tax Parcels: 5-33-12.19-1 through 33
5-33-19.17-2 through 10

135B Oyster Bay Lane, Selbyville DE 19975

Recorded by ^{Return} Joseph C. Raskauskas

PO Box 1509, Bethany Beach, DE 19930

ATTACHMENT C

KEENWICK WEST PROPERTY OWNERS ASSOCIATION

RESOLUTION

Applicable to Article V, Section 12, of the restrictive covenants and remedial clauses.

WHEREAS, Article V, Section 12 of the restrictive covenants and remedial clauses applicable to Keen-Wik West requires consent from the Keenwick West Property Owners Association prior to a sale of any land; and

WHEREAS, since the Assignment of Rights and Obligations for Keen-Wik West was transferred from the Act Corporation to the Keenwick West Property Owners Association on May 18, 1981; and

WHEREAS, since May 18, 1981 the Keenwick West Property Owners Association has not exercised the prerogative to purchase property at fair market value and, in fact, has never had the means to do so and will never have; and

WHEREAS, the practical purpose of Article V, Section 12 is to provide the Keenwick West Property Owners Association with the name and address of any new owners; and

WHEREAS, the Keenwick West Property Owners Association does not wish to interfere with any proposed sale;

NOW, THEREFORE, BE IT RESOLVED, that the Keenwick West Property Owners Association, a corporation of the State of Delaware, shall and hereby does grant approval to all sales of land in the Keenwick West community; provided, however, that the seller or his/her agent shall notify the Association of the name and address of the new owner (and confirmation that all assessments have been or shall be paid by the date of settlement).

Date: March 24, 2000

Keenwick West Property Owners Assoc. Inc.

B- Marie Somers

Marie Somers, President

Jean Bertram

Jean Bertram, Secretary

mw

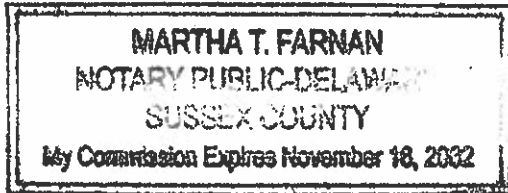
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STATE OF DELAWARE :
 : SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 11 day of October, A.D. 2000, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Marie Somers, President, and Jean Bertram, Secretary, of Keenwick West Property Owners Association, Inc., a corporation of the State of Delaware, parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of said corporation; that the signatures of the President and Secretary thereto is in their own proper handwriting and the seal affixed is the common and corporate seal of said corporation; and that their 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.

MARTHA T. FARNAN
Notary Public



RECORDER OF DEEDS
RICHARD H. BELL, II

00 OCT 19 AM 10:01

SUSSEX COUNTY
DOC. SURCHARGE PAID

32967

BK 02531 003

Prepared by: Keenwick West Prop. Owners Assoc
135B Oyster Bay Lane, Selbyville, DE 19975
Recorded by: Joseph Raskauskas
PO Box 1509, Bethany Beach, DE 19930

Tax Parcels: 5-33-12.19-1 through 33
5-33-19.17-2 through 10

**AMENDMENT
OF
RESTRICTIVE COVENANTS AND REMEDIAL CLAUSES
OF
KEEN-WIK WEST**

THIS DECLARATION of Amended Restrictive Covenants and Remedial Clauses for Keen-Wik West of Baltimore Hundred, Sussex County, Delaware is made this 11 day of Oct, 2000 by Keenwick West Property Owners Association, Inc.

(hereinafter KWPOA), a corporation of the State of Delaware with a mailing address of 135B Oyster Bay Lane, Selbyville, Delaware 19975 and by and with the consent of two-thirds of all of the property owners in Keenwick West at the time that the vote was taken.

WHEREAS, Keen-Wik West is a single family house subdivision located in Sussex County, Delaware a Plot of which is recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Plot Book 8, Page 181 as amended (hereinafter Property); and

WHEREAS, the original Restrictive Covenants and Remedial Clauses for the Property has been recorded among the Land Records of Sussex County, Delaware in Deed Book 663, Page 499; and

WHEREAS, said Restrictive Covenants and Remedial Clauses have been amended in the aforesaid Office as follows:

1. Deed Book 664, Page 55
2. Deed Book 749, Page 249
3. Deed Book 1062, Page 124
4. Deed Book 1145, page 249; and

WHEREAS, it is the desire of the KWPOA and two-thirds of all of the Property owners in the development, at the time the vote was taken, to amend the above referenced Restrictive Covenants and Remedial Clauses, as amended; and

WHEREAS, a vote has been taken by all of the Property owners in the development known as Keenwick West and two-thirds of all of the Property owners in the development, at the time the vote was taken, have agreed to amend the Restrictive Covenants and Remedial Clauses.

NOW THEREFORE, know all men by these presence that the Restrictive Covenants and Remedial Clauses, of Keen-wik West of Baltimore Hundred, Sussex County, Delaware are hereby amended as follows:

1. All of the Restrictive Covenants and Remedial Clauses for Keen-Wik West of Baltimore Hundred, Sussex County, Delaware and the amendments thereto, are hereby deleted in their entirety except for paragraphs (10) through (16) in the original Covenants recorded among the Land Records of Sussex County, Delaware in Deed Book 663, page 499, and the Restrictive Covenants and Remedial Clauses attached hereto as Exhibit "A" are hereby substituted, therefor.
2. Paragraphs (10) through (16), in the original Restrictive Covenants as recorded in the Office aforesaid in Deed Book 663, Page 449 et. seq. shall remain in full force and effect and are enumerated in Exhibit "A" as Sections (10) through (16) inclusive.

IN WITNESS THEREOF, Keenwick West Property Owners Association, Inc., by its President and Secretary, and two-thirds of the Property owners of the development, at the time the vote was taken, consents with this Amendment of Restrictive Covenants and Remedial Clauses and the written consents are attached hereto as Exhibit "B".

KEENWICK WEST PROPERTY ASSOCIATION, INC.

BY: Marie B Jones
President

ATTEST: Jean F Bertram
Secretary

CORPORATE SEAL

STATE OF DELAWARE

:
: SS.
:

COUNTY OF SUSSEX

BE IT REMEMBERED, That on this 11 day of Oct, A.D. 2000, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Marie B Jones, President, and Jean F Bertram, Secretary, of Keenwick West Property Owners Association, Inc, a corporation of the State of Delaware, parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed and the act and deed of said corporation; that the signatures of the VPresident and Secretary thereto is in their own proper handwriting and the seal affixed is the common and corporate seal of said corporation; and that their 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.

Naomi G Jones
Notary Public

NAOMI G. JONES
NOTARY PUBLIC-DELAWARE
SUSSEX COUNTY
My Commission Expires March 7, 2002

EXHIBIT A

Amendment of Restrictive Covenants and Remedial Clause of Keen-Wik, Baltimore Hundred, Sussex County., Delaware

The Amended restricted covenants and remedial clause shall be as follows:

ARTICLE I
Definitions

Unless the context denotes otherwise, the following terms are defined as follows:

- A. "Association" shall mean and refer to the Keenwick West Property Owners Association, Inc., its successors and assigns.
- B. "Developer" shall mean and refer to Act Corporation.
- C. "Properties" shall mean and refer to that certain real property described in that certain plot of record in the Office of the Recorder of Deeds, in and for Sussex County in Plot Book 8, at page 181, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- D. "Lot" shall mean and refer to any plot of land shown upon any plot of the properties, as such is recorded in the Office of the Recorder of Deeds in and for Sussex County, in Plot Book 8, at page 181. No common areas. Roads turned over to State 1980-82.
- E. "Member" shall mean and refer to every person or entity who owns a lot and is therefore subject to the assessments provided below.
- F. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, excluding those having such interest merely as security for the performance of any obligation.
- G. "Declaration" shall mean and refer to the Restrictive Covenants and Remedial Clause of Keen-Wik, Baltimore Hundred, Sussex Co., DE applicable to the properties recorded in the Office of the Recorder of Deeds, in and for Sussex County at Georgetown, Delaware.
- H. "Assessment period" shall mean a calendar year.

ARTICLE II
Membership and Voting Rights

Section 1. Every owner of a Lot, which is subject to assessment or subject to a later assessment shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely to secure performance for an obligation shall not be a Member, unless and until such person or entity has succeeded to such Owner's interest by enforcement of such security interest. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment. Provided however, that the Developer shall be considered an Owner of each Lot held by the Developer whether such Lot or Lots are or are not subject to assessment.

Section 2. The Association shall have one class of voting membership.

(a) Members shall be all Lot Owners of a Lot in the recorded subdivision of Keenwick West, once recorded, who shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote of such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect for one lot.

ARTICLE III
Property Subject to Declaration

Existing Property. The real property subject to this Declaration is all that property located in Baltimore Hundred, Sussex County, Delaware shown on the recorded plot recorded among the land records Sussex County, DE in Plot Book 181, Page 16 as amended which is incorporated herein by reference; and this Declaration and the lands subject to this Declaration shall also be subject to restrictions, easements, or rights of way previously granted by the Developer, or its predecessors in title, as recorded in the Office of the Recorder of Deeds, in and for Sussex County.

ARTICLE IV
Covenant for Maintenance

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be expressly established in such Deed or other transfer document, hereby covenants and agrees to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements. The annual and special assessments together with interest, costs and reasonable attorneys' fees, in the event and attorney is retained to enforce this declaration, shall be a charge on the land, and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, for the collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. A personal obligation for delinquent assessment shall not pass to the Owner's successor in title (other than as a lien on the land), unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of residents in the Property, and for services and facilities devoted to this purpose, including but not limited to the payment of taxes and insurance thereon and repair, replacement and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds and for general maintenance and beautification of entry areas and adjacent areas to the property.

Section 3. Basis and Maximum Annual Assessment. Each respective Lot shall be subject to an annual maintenance charge or assessment to be paid to the Association. The amount of such assessment shall be fixed annually by the Association and shall be charged or assessed in equal proportions against each Lot within the Property, provided, however, that such assessment shall in no event exceed the sum of one Hundred Dollars (\$100) per Lot for any year unless said maximum be adjusted as hereafter provided. The assessment year shall be January 1 through December 31, 2000 and thereafter each assessment shall be made for each subsequent calendar year commencing as of January 1 each year. Each yearly assessment shall be due and payable on or before ninety (90) days after it has been fixed and levied. It shall be the duty of the Association to notify all Owners, whose addresses are listed with the said Association, within thirty (30) days after said assessment has been fixed or levied, giving the amount of the charge of the assessment for said year, when due and the amount due on each Lot owned by each such Owner. Failure of the Association to levy the assessment or charge for any one year shall not affect the right of the Association to do so for any subsequent year.

Section 4. Establishment of Annual Assessment Rate. The Board of Directors of the Association may, after consideration of current operation costs, current maintenance costs, and future needs of the Association, fix the annual assessment in an amount below the maximum annual assessment set for in Section 3 hereof and may provide for the payment in monthly installments, provided however, the amount of the annual assessment shall not exceed One Hundred Dollars (\$100), unless two-thirds (2/3) of Class A membership of the Association agree that the maximum yearly assessment shall be raised.

Section 5. Special Assessment for Capital Improvements and Operating Reserves. In addition to the annual assessment authorized by Section 3 hereof the Association may levy in any assessment year a special

assessment (which may be fixed at one uniform rate for each Lot) applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement, for which a reserve fund does not exist or is not adequate, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership

Section 6. Date of Commencement Assessment: Due Date. The annual assessment as to any Lot shall commence on the conveyance of such Lot, prorated for the remaining portion of said year, providing such conveyance is after January 1, 2000.

Section 7. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: the Lien; Remedies of the Association. If any assessment is not paid on the date when due as hereinabove provided, then such assessment shall be deemed delinquent and shall together with such interest thereon and cost of collection, including reasonable attorney's fees, thereof 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 then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and 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 within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of the legal interest rate authorized by 6 Del. C. 2301 as amended and the Association may bring a legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and on reasonable attorneys' 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 assessment for herein by abandonment of his or her Lot.

ARTICLE V Restrictive and Protective Covenants

Section 1. The aforementioned premises, or any part thereof, shall not be used for business or commercial purposes, but shall be restricted and limited to single family residential purposes and uses only.

Section 2. Not more than one (1) dwelling shall be erected upon any one (1) lot, provided, however, that nothing herein contained shall deny to any owner the right to erect upon any one lot, as aforesaid, a private garage attached to the main dwelling.

Section 3. (a) No building, shed, gazebo or other structure or projection therefrom shall be erected upon or extended within thirty (30) feet of the front or street line of the said lots, and not less than ten (10) feet from the side lines of the owner's property, and no less than twenty (20) feet from the rear or back line. All plans must be submitted to the Architectural Review Committee (ARC) for approval at least thirty (30) days prior to construction.

(b) Footing must be 18".

Section 4. No piers, docks, wharves or other facilities shall be constructed so as to extend more than five (5) feet off shore from the shore line of any canal or lagoon, nor more than four (4) feet above mean high water mark. Nothing contained herein, however, shall prevent the construction of a boathouse or garage which is attached to the main dwelling, after the fashion of an attached garage or carport. No private garage or boathouse may be constructed in advance of the construction of the main dwelling.

Section 5. No alterations shall be made in the contour or bulkheading of the shore line boundary of any lot bordering any lagoon or canal. All bulkheads should conform to those already erected (no rock, cement or tin will be allowed).

Section 6. (a) No building, house, fence or other structure shall be erected or commenced or maintained, nor any addition to, or change or alteration thereon shall be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, locations, approximate cost of such structure or fence and the grading plan of the lot to be built upon, shall have been submitted to the ARC of the KWPOA, Inc., a copy thereof as finally approved lodged with said Association. All dwelling constructed on said above lots shall have a minimum square footage of floor area of 1,100 square feet per story. A fence of no more than 48 inches high, of a chain link or see through material, can be erected beginning from the front line (street side) and the sides of the property line and across the rear line (lagoon side). Decorative fences may be erected in the front (street side). All fences must be approved by the ARC. The KWPOA, Inc., shall have the right to refuse to approve any plans or specifications or grading or fence which are not suitable or desirable; and in so passing upon such plans, and specifications, and grading plan, it shall have the right to take into consideration the suitability of the proposed building, fence, or other structure, and of the materials of which it is to be built, the site upon which it is to be erected, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

(b) Any variance to these restrictive covenants must be submitted in writing to the ARC for approval by the Board of Directors, KWPOA, Inc.

(c) The ARC shall consist of 3 members to be appointed by the Board of Directors of KWPOA, Inc.

Section 7. All dwellings constructed on said lots shall be tied into the sewage disposal system and water facilities and shall conform to all requirements established by the Department of Health of the State of Delaware. No outside toilet shall be constructed or maintained on any lot.

Section 8. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkept conditions or buildings or grounds upon a Lot which will tend to substantially decrease the beauty of the development as a whole, or the beauty of the specific area. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Property. There shall not be maintained upon any Lot any plant, animal, device or thing of any sort, the normal activities of which is any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the Property. Specifically included under this Section is the prohibition against any livestock being kept on any Lots. The keeping of any non-domestic animals shall be deemed a nuisance per se under this Section; but the keeping of domestic cats and dogs, or other traditional household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly, or unpleasant, shall not be prohibited under this Section.

Section 9 (a) No mobile home, travel trailer (except a boat trailer), camper, week-ender, motorized unit for living or cooking, tent, shack or barn may be erected or placed upon any of the lands above described. The above mentioned vehicles may be parked next to or near the existing approved dwelling provided they conform to the setback regulations of Section 3(a), Article V. A construction trailer may be placed on the above lands so long as it is actively used solely for the purpose of housing tools and building equipment for the construction of improvements on the same lot on which said trailer is placed and so long as the trailer does not remain on the lot more than seven (7) days after construction of the said improvements has been terminated.

(b) No building, house, or other structure shall be commenced on any lot and thereafter stopped before construction has been completed. Each improvement shall be expeditiously and promptly finished after it has been commenced. A partial completion of any improvement followed by a stoppage of work before completion shall be considered a violation of these restrictions. A trash receptacle is required on the construction site, as is a portable toilet.

Section 10. All the covenants, agreements, conditions, easements and restrictions contained herein shall continue in force until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of two-thirds of all the property owners in the development at the time the vote is taken, with each property owner being qualified to cast one vote for each lot owned by said property owner, and upon recording the said written consent in the Office of the Recorder of Deeds at Georgetown, Delaware.

Section 11. Nothing herein shall be construed as an obligation upon Act Corporation, the above Grantor, to remove the underbrush or rubbish or to cut grass or brush from any lots sold. However, Act Corporation, the above Grantor, reserves the right and privilege to enter upon said property for the purpose of maintaining the appearance of any unimproved lots.

Section 12. It is further covenanted and agreed that before the party of the second part, or any successors in title of the party of the second part, shall sell and convey any land in "Keen-Wik West" to a subsequent purchaser or grantee, the said party of the second part, or his successors in title, shall first submit in writing to Act Corporation, the above Grantor, its Successors or Assigns, the name and address of such prospective purchaser, together with the amount of any bona fide sale price offered by such prospective purchaser, for the latter's approval; and, if Act Corporation, the above Grantor, its Successors or Assigns, shall not approve the prospective purchaser or grantee, Act Corporation, the above Grantor, its Successors or Assigns, shall have the option to purchase the said property at the same price offered by the prospective purchaser or grantee upon the condition that if the said Act Corporation, the above Grantor, its Successors or Assigns shall not give approval to the proposed transfer or agree to purchase the same at the offered price, within thirty days after the delivery of such notice, the said party of the second part, or his successors in title, shall then have the right and power to sell the prospective purchaser at the price offered.

Section 13. Act Corporation, the above Grantor, hereby reserves the right to the use, in common with the purchasers and owners of other lots, at any and all time, of the waterways as delineated and described on the said plot as "lagoons", or any other body of water, and further expressly reserves the right to dig, excavate, dredge, or in any other manner to clean, clear, or deepen the areas so marked as "lagoons" or any other body of water.

Section 14. It is expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on said plot, the title to all such streets being hereby expressly reserved to Act Corporation, the above Grantor, nor shall any deed from Act Corporation, the above Grantor, hereinafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the Deed. Act Corporation, the above Grantor, hereby gives and grants to each owner, hereafter acquiring title to any of the land included in said tract, the right to such use of the streets shown on said plot as may be necessary for reasonable and convenient ingress and egress between the land belonging to such owners and the nearest public road; but, subject to such use by said owners, Act Corporation, the above Grantor, expressly reserves to itself the title to both the surface and beds of all said streets, and the right to use and occupy the same or to allow others to do so in any manner that does not materially interfere with said user of ingress and egress, and it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partly close any street shown on said plot, but no change of location or closing shall be made that will prevent reasonable convenient ingress and egress to and from, or take any portion of, any lot shold or conveyed by Act Corporation, the above Grantor, prior to such change of location or closing. Act Corporation, the above Grantor, reserves, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, all its right, title and interest in and to any street shown on said plot or hereafter laid out in said tract, subject to the rights of the property owners as hereinbefore granted.

Section 15. The foregoing restrictive covenants are to run with the land herein and hereby conveyed. Each of them shall be binding upon all the parties hereto, and upon their Heirs, Executors, Administrators,

Successors and Assigns as well. In the event any of the parties hereto, or their respective Heirs, Executors, Administrators, Successors or Assigns, shall have violated or attempted to violate any of the foregoing restrictive covenants, it shall be lawful for any other person or persons, owning any of the lands above described to bring any proceeding or to take action at law or in equity, or otherwise, against the person or persons so violating or attempting to violate any covenant or restriction, and either prevent him, her or them from so doing, or to recover damages resulting from any such violations or attempted violations thereof. Failure to enforce any of these restrictions shall in no event be deemed as a waiver of the right to enforcement thereafter.

Section 16. Wherever in these restrictions the name Act Corporation appears, such name shall refer not only to Act Corporation, but to its Successors as well, so long as Act Corporation, or its Successors, as the case may be, shall own any lot or lots in said development.

Prepared by: K. William Scott, Esq.
✶ Ret: 38017 Fenwick Shoals Blvd.
West Fenwick, DE 19975
Parcel # 5-33-12.19-1 through 33
5-33-19.17-2 through 10

AMENDMENT TO THE RESTRICTIVE COVENANTS
AND REMEDIAL CLAUSES
FOR KEENWICK WEST

THIS DECLARATION of Amended Restrictive Covenants and Remedial Clauses for Keenwick West of Baltimore Hundred, Sussex County, Delaware is made this ___ day of August, 2007 by Keenwick West Property Owners Association, Inc. ("Association"), a corporation of the State of Delaware with a mailing address of 37696 Oyster Bay Lane, Selbyville, Delaware 19975 and by and with the consent of two-thirds of all the property owners in Keenwick West at the time that the vote was taken.

WHEREAS, the Restrictive Covenants and Remedial Clauses were originally recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 2531, Page 003; and

WHEREAS, the Restrictive Covenants and Remedial Clauses were subsequently amended and recorded in the Office of the Recorder of Deeds aforesaid in Deed Book 664, Page 055; Deed Book 749, Page 249; Deed Book 1062, Page 124; Deed Book 1145, Page 249; and Amended and Restated in Deed Book 2531, Page 003 (collectively "Restrictions"); and

WHEREAS it is the desire of the Association and two-thirds (2/3) of all of the property owners in Keenwick West at the time the vote was taken, to amend the Restrictions; and

WHEREAS a vote has been taken by all of the property owners in Keenwick West and two-thirds (2/3) of all such property owners at the time the vote was taken have agreed to amend the Restrictions as provided herein.

NOW THEREFORE, know all men by these presence that the Restrictions are hereby amended as follows:

1. Section (4) is hereby changed to read:

(a) No piers, docks, or wharves shall be constructed to extend more than five (5) feet off shore from the shore line of any canal or lagoon, nor more than four (4) feet above mean high water mark. Nothing contained herein, however, shall prevent the construction of a boathouse or garage which is attached to the main dwelling, after the fashion of an attached garage or carport. No private garage or

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boathouse may be constructed in advance of the construction of the main dwelling.

(b) Boat lifts of the forklift or elevator style may be constructed under the following criteria:

(i.) Boatlifts are limited to the lesser of twenty percent (20%) of the width of the canal or twelve (12) feet from an existing bulkhead.

(ii.) Boats may not be lifted more than the lesser of two (2) feet above the mean highwater mark or the top of the bulkhead (measuring from the bottom of the boat) except in emergency weather conditions.

(iii.) No part of the boat on the lift or the lift itself can encroach into the existing side set backs.

(iv.) All plans must be submitted to the Architectural Review Committee (ARC) for approval prior to construction.

[SIGNATURE PAGE FOLLOWS]

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CERTIFICATION

Pursuant to Section (10) of the Restrictive Covenants and Remedial Clauses of Keenwick West as recorded in the for the Recorder of Deeds at Georgetown, in and for the County of Sussex in a Deed dated January 4, 1971, in Deed Book 663, at Page 499, it is hereby certified by the President and Secretary of Keenwick West Property Owners Association that the attached amendment to these Restrictive Covenants and Remedial Clauses of Keenwick West, was approved by written vote of more than sixty percent (60%) of the lot owners of Keenwick West pursuant to a ballot mailed to said lot owners requesting an IN FAVOR or OPPOSED written vote on said amendment.

Marie Somers

Marie Somers, President

Linda Faber

Linda Faber, Secretary

RECEIVED

OCT 10 2007

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**

On this 27th day of August, 2007, before me, the undersigned, Marie Somers, the President, and Linda Faber, the Secretary, of Keenwick West Property Owners Association, shown to me to be the person whose name was subscribed to this instrument and made oath in due form of law that the statements in this instrument are true as therein set for the.

Rebecca A. Thompson
Notary Public
State of Delaware
My Commission Expires 6/8/2011

Rebecca A. Thompson
Notary Public

RECORDER OF DEEDS
JOHN F. BRADY
10/09/2007 02:04P
SUSSEX COUNTY
DOC. SURCHARGE PAID