

Tax Parcel No.: See Attached

Prepared by and Return to:
Whiteford, Taylor & Preston, LLC
600 North King Street, Suite 300
Wilmington, DE 19801

**PILOTTOWN VILLAGE
THIRD AMENDED AND RESTATED
RESTRICTIVE COVENANTS AND EASEMENTS**

WHEREAS, the Pilottown Village Restrictive Covenants and Easements were recorded October 12, 1988, in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware (the "Recorder's Office"), in Deed Book 1603, Page 6 *et seq.* (the "Phase I Declaration");

WHEREAS, the Pilottown Village, Phase II Restrictive Covenants and Easements were recorded July 25, 1997, in the Recorder's Office in Deed Book 2218, Page 248 *et seq.* (the "Phase II Declaration");

WHEREAS, the Phase I Declaration and Phase II Declaration were subsequently amended by that certain Pilottown Village Amended and Restated Restrictive Covenants and Easements, recorded on June 3, 2005, in the Recorder's Office in Deed Book 3152, Page 56 *et seq.* (the "First Amended and Restated Declaration");

WHEREAS, the First Amended and Restated Declaration was supplanted by that certain Pilottown Village Amended and Restated Restrictive Covenants and Easements, recorded on June 13, 2006, in the Recorder's Office in Deed Book 3321, Page 153 *et seq.* (the "Second Amended and Restated Declaration"), and said Second Amended and Restated Declaration was amended by Amendment to Pilottown Village Amended and Restated Restrictive Covenants and Easements, recorded January 5, 2021, in the Recorder's Office in Deed Book 5385, Page 74 *et seq.*, (together, the "Declaration");

WHEREAS, pursuant to paragraph 11 of the Declaration, said Declaration may be amended at any time and from time-to-time, with the consent of the record owners of fifty percent (50%) or more of the Lots in the Village;¹

WHEREAS, record owners of no less than fifty percent (50%) of the Lots in the Village affirmed and consented to amend and restate the Declaration as hereinafter set forth;

WHEREAS, the amendments have been proposed and approved in accordance with the terms and conditions of paragraph 11 of the Declaration, and affirmed in the Certification attached hereto as Exhibit "A", by and through the Association's undersigned officers, who caused this instrument to be signed and recorded among the aforesaid land records to amend the Declaration as set forth below; and

¹ Capitalized terms not expressly defined herein shall have the same meaning as set forth in the Declaration.

NOW, THEREFORE the Declaration is hereby amended and restated as follows:

PILOTTOWN VILLAGE
THIRD AMENDED AND RESTATED
RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration of Restrictive Covenants and Easements ("Declaration") is made as of the 30th day of AUGUST, 2024, for the purpose of maintaining property values, utilities and roads, and providing for the quiet and peaceful enjoyment of all the residential lots, lands and premises ("Lots") known or to be known as Pilottown Village (the "Village"), as shown on Subdivision Plot Plans for Pilottown Village, within the City of Lewes, Sussex County, Delaware.

Intending to establish a legally binding plan of neighborhood restrictions and covenants on which Lot purchasers, Lot owners, their mortgagees and other interested third parties may rely, The Pilottown Village Homeowners Association, Inc. (the Association) with the written consent of the owners of a majority of the lots, hereby amends and restates the Restrictions as follows below. All Lots and other portions of the Village shall be under and subject to the following restrictions, limitations, easements, servitudes, benefits, conditions, and obligations, all of which shall run with the land and with each and every Lot and with the Village as an entity, and shall be binding upon all owners, occupants or visitors on or upon any Lots or portion of the Village.

1. Single Family Residences Only. All Lots shall be used solely for private, single family residential purposes, unless otherwise hereinafter expressly provided. No buildings or other improvements shall be constructed, placed, or maintained on any Lot except single family residential detached dwellings. (Except for Lot 77 that has a pre-existing detached garage that shall be permitted.) All outbuildings such as garages, greenhouses, and tool sheds must be attached to the main dwelling. Only one dwelling shall be constructed, placed or maintained on each Lot. No Lot shall be further subdivided, with the exception of Lot 77, which was originally platted as 23,266 square feet, into two conforming Lots. No garage, outbuilding, or other ancillary structure shall be erected prior to construction of the main dwelling, or occupied as a residence. Mobile homes and outdoor toilets shall not be permitted. The foregoing provisions shall not prohibit the placement on any Lot of temporary construction trailers, sheds or portable toilets during bona fide and diligent construction, maintenance, repair of, or addition to, any improvements on such Lots.

2. Businesses and Institutional Use Prohibited. No trade, business or profession shall be regularly conducted or pursued on any Lot or within or without any structure in the Village, nor shall any structure, vehicle or equipment be constructed, placed, maintained or operated, temporarily or permanently, on any Lot for any trade, business, manufacturing, drilling, mining or other commercial, institutional or charitable purpose, except as necessary or advisable from time-to-time in connection with the construction, maintenance or repair of any street, walk,

utility or single family residence.

3. Setbacks; Coverage; Minimum Sizes; Grading. No building or other structure or projection therefrom shall be erected upon or extended within the more restrictive of (i) twenty-five (25) feet of the front property line, or (ii) the minimum setback as established by the City of Lewes (which presently is thirty (30) feet) when such building is constructed. The front property line or lines of the dwelling shall be considered the street side or sides of said property. The dwelling and all projections shall be no less than the more restrictive of (i) eight (8) feet from the side lines of the adjoining property owners, and fifteen (15) feet from the rear yard line, or (ii) the minimum setbacks currently established by the City of Lewes when the dwelling is constructed. No building shall occupy more than sixty percent (60%) of the Lot area which it occupies. This shall not preclude the joinder of two or more adjacent Lots as the site of one single family dwelling in which event the combined Lots shall be treated as one. The minimum size of single style (single story) homes shall be 1,500 square feet; of cape cod or salt box style (one and one-half story) homes shall be 1,600 square feet; and of two story homes, including without limitation split-level and bi-level designs, shall be 1,800 square feet; in all cases exclusive of garages, porches, basements and breezeways. Finished grades of each Lot shall conform to the lines and grades plan for that Lot as furnished to the Lot owner from time-to-time.

4. Architectural Review.

(a) Each Lot owner shall be deemed conclusively to have acknowledged and agreed, by taking title to his or her Lot, that all Lot owners have purchased their Lots in reliance on the exercise by the Association of architectural control over the exterior design and appearance of improvements placed on the Lots in the Village.

(b) No dwelling, garage, porch, driveway, paved area, fence, wall, landscaping hedge or other improvement shall be constructed or placed on any Lot, and no fill shall be added, dirt removed, or grades changed for any Lot, unless and until plans and specifications for same showing the location of the item to be constructed on the Lot, final grade lines, shape, height, floor plans, elevations, exterior color schemes and specifications, as applicable, shall first have been submitted to and approved in writing by the Association. Aboveground pools shall not be permitted. Said plans and specifications shall be mailed to the Association by registered mail, return receipt requested, and shall automatically be deemed approved, and the Association shall on demand so signify in writing, unless within thirty (30) days after such plans and specifications have been received by the Association or made available for it to obtain from the Post Office, the Association has placed in the mail or delivered to the Lot owner submitting such plans and specifications, written objection thereto with a statement of the reasons therefore. In passing upon such plans and specifications, the Association shall consider the aesthetic suitability and harmony of the item to be constructed, to and with the Lot on which it is proposed to be located; the compatibility of the height, profile, with neighboring residences whether same be existent, under construction, or approved for construction; the impact of the item to be constructed on the environment, and

surface water drainage; and the effect of the proposed building, structure or other item, and its planned usage and purpose, on adjoining Lots and the entire Village. With respect to improvements such as changes in existing elevation of the ground level, the Association shall have the right in its absolute and sole but good faith discretion to prohibit same altogether if in its opinion the construction and use of same will cause drainage problems, or have a detrimental effect on the outlook from or use of neighboring Lots.

(c) No building structure, fence, hedge or other improvement shall be constructed, placed or maintained on any Lot except in conformity with, and as shown on, plans and specifications therefore submitted and approved as required in subparagraph (b) above. The Association shall have the right to go upon any Lot from time-to-time to inspect anything being constructed, placed or maintained thereon for compliance with this requirement. The Association may require the Lot owner to change or remove anything thereon that does not comply with this requirement, and any dispute hereunder shall be submitted to and resolved by arbitration as herein below provided. The arbitrator shall for this purpose have the power to grant injunctive relief and specific performance, as to authorize the Association to change and remove, at the Lot owner's expense, any nonconforming improvement or other item. No fence shall be approved if it extends beyond the building set backs on the front or any street side of the lot.

(d) In the event that any Lot owner is unwilling to follow the procedures herein, or to abide by and comply with the requirements and objections of the Association, or if any other dispute arises hereunder, such matter shall be resolved by arbitration utilizing an architect appointed by the President of the Delaware Society of Architects, and every reasonable doubt shall be resolved in favor of the judgment and decision of the Association, or the Corporation, so long as the arbitrator finds that such decision is not arbitrary or rendered in bad faith, and is reasonably intended by the Association to maintain and/or enhance the appearance, architectural integrity, and/or property values of and in Pilottown Village. The absence of specific standards or the exercise by the Association of discretionary powers shall not be deemed by the arbitrator as invalidating the good faith decisions or requirements hereunder of the Association.

(e) The Association shall be entitled to the remedy of specific performance of their arbitration rights hereunder.

5. Compliance With Laws. No building or other improvement shall be placed or maintained on any Lot nearer to any front, side or rear property line than is permissible without variance under the applicable Zoning Code and Subdivision Regulations, as enacted and in force on the date when this Declaration of Restrictions is recorded. All construction, and all parts and phases thereof including, without being limited to, electrical work and plumbing, shall be performed in accordance with applicable building codes and regulations and shall be subject to inspection and approval by properly authorized inspectors. To the extent available, all residences shall utilize public sewer and water mains, and connection therewith shall be the expense of the Lot owner.

6. Completion and Occupancy Requirements. All construction work once begun on any Lot shall be completed within one (1) year from the date of commencement, which date shall be the earliest time that any site preparation or other preparatory work is begun. Promptly upon completion of construction all construction debris shall be cleaned up and removed; and during construction all reasonable efforts shall be made to keep the Lot tidy and prevent the spread of construction dirt and debris.

7. Lawns, Gardens and Signs. All lawns and plantings (or other Lot coverage) shall be regularly mowed and trimmed by the owners of the Lot on which same are located so as to present a reasonably neat and cared for appearance. Vacant Lots shall not be for storage of any kind except temporary placement of building equipment and materials pursuant to the construction of an approved dwelling or other structure. None of the foregoing shall prevent Lot owners from creating and maintaining trimmed and tidy vegetable and/or flower gardens on their Lots for their own use (as opposed to sale for profit), provided no vegetable garden shall, over the objection of any adjoining Lot owner, exceed twenty-five percent (25%) of the total unimproved area of the rear yard of the Lot on which it is located. Lot owners shall ensure compliance with the City of Lewes, DE Code section 197-67 regarding signs and the like, except that no sign may be larger than 2 feet by 3 feet.

8. Easements and Rights-of-Way. Easements and rights-of-way are hereby expressly reserved over, under and along the side and rear boundary lines of each Lot, being twelve (12) feet in width centered on such boundary lines so that the outmost six (6) feet of each Lot along its side yard and rear yard boundary lines shall be subject to such reserved easements and rights-of-way, or being such greater width as shall be required by the City of Lewes or otherwise established by recorded Plan or other instrument. The purpose thereof shall be for the construction and maintenance of storm water drainage systems as required by the City of Lewes or installed or authorized by the Association; for the construction and maintenance of public and private sewer lines; and, for the construction, installation and maintenance of utility lines, pipes, conduits and cables for electricity, telephone, television, water, gas, fuel, oil, heat and for any other public or quasi-public utility or function serving the Lots in the Village and conducted, furnished or maintained by any method on, in, below or above the surface of the ground. Easements and rights-of-way shown or noted on the aforesaid-recorded Plan for the Village are also hereby expressly reserved. The Association and any public or quasi-public authority making use thereof shall have the right from time-to-time and at any time to enter upon said above-reserved easements and rights-of-way, for any of the purposes for which same have been reserved, and as necessary may remove or trim without replacement any growing or other thing thereon. The owners and occupants of the Lots shall at all times maintain and occupy their Lots so as not to interfere with the purposes for which said easement and rights-of-way have been created and reserved. All conveyances of Lots shall be subject to the said easements and rights-of-way without necessity of any further reservation being mentioned therein. The Association's approval of any fence, wall or planting within the easements area shall not be regarded as a waiver of such easement nor impair same, and the placement of any structure or plant within the easement area shall be deemed

subordinate to the easement rather than adverse and may be removed or altered, without liability.

9. Rules and Regulations. The Board of Directors of the Association shall be authorized, by majority vote, to enforce by legal or equitable action the rules and regulations governing use, maintenance and care of the common areas, Lots and improvements thereon

10. Duties, Rights and Powers. The Association shall have the power and authority:

(a) To review, approve or disapprove plans for new construction, exercise such duty and enforce the requirements of this Declaration.

(b) Fix and levy annual assessments against the Lots and their owners in an amount sufficient to enable the Corporation to discharge its duties, as approved by a majority of the Association's members. All such assessments shall be liens against the Lots on which made, and shall remain such until paid, subject and subordinate always to the rights of the holder of any first institutional mortgage against such Lot.

11. Amendment to Declaration. These Restrictions may be amended at any time and from time-to-time, with the consent of the record owners of fifty percent (50%) or more of the Lots in the Village, to waive, extinguish or reduce the requirements of all or any of the foregoing declarations, covenants, restrictions, conditions, agreements and/or provisions; provided, however, that any such waiver, extinguishment or reduction shall be applicable to all Lots, and provided, further, that the Association shall not modify or change the requirement that all Lots be used for single family residential purposes. The Association also reserves the unilateral right (i) to waive or modify any requirements as to any individual Lots necessary to avoid hardship resulting from unintentional noncompliance with this Declaration, or (ii) to make such additions, clarifications or modifications hereto as may be required by the United States Department of Housing and Urban Development or Veterans Administration in order to insure any mortgage against a Lot, or (iii) to correct or remove any title exception or objection required by any title insurance company or governmental agency to comply with any applicable law or regulation.

12. Duration of Declaration. This Declaration of Restrictions shall be regarded as consisting wholly of real covenants running with and binding upon the tract or parcel of land known as the Village, as aforesaid. It shall be binding upon Association, its heirs, personal legal representatives, assigns and grantees until the first day of August, 2008, and thereafter shall automatically continue in full and likewise binding force and effect for successive ten (10) year periods, unless and until at least two (2) years before August 1, 2008, and until at least two (2) years before the expiration of any subsequent ten (10) year period, the owners of sixty percent (60%) or more of the Lots shall execute and acknowledge a declaration or declarations releasing, after such time period or periods, all or any part of the land affected hereby from all or any of the provisions herein contained, and shall record

such declaration or declarations in the aforesaid office where this Declaration lies of record.

13. Construction of Declaration. This Declaration shall be construed to effectuate its purposes, under and in accordance with the laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no wise affect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of the Association as the author hereof, but it shall be regarded the same as, and in parity with, any other Lot owner. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require. The headings in this Declaration shall be deemed as neither adding to nor detracting from the contents and provisions thereof.

14. Disclaimer of Liability. Nothing contained in this Declaration shall be construed as creating any duty or obligation on the part of (i) the Association, or any of its directors, officers or shareholders, or (ii) any Lot owner except as herein provided for the benefit of the Association and the other Lot owners; nor shall anything herein result in the imposition on it, him, her or them of any liability for personal injury or property damage. All persons going upon the Village or any Lot therein shall do so at their own risk. Without limiting the foregoing, The Association and its directors shall have no liability hereunder for exercising, or failing to exercise, its or their rights of review and plan approval or disapproval under paragraph 4 thereof.

15. Vehicles.

(a) No motorcycles, motor scooters, trail bikes or similarly motored two or three-wheeled vehicles, or go-carts or snow mobiles shall be operated on the streets unless same are duly and fully licensed, and are operated by licensed drivers.

(b) No vehicle shall travel along the streets at a speed exceeding twenty-five (25) miles per hour unless otherwise posted.

(c) No Lot owner may, or allow another person to, park, stand, or store a motor home, mobile home, trailer, camper, or watercraft on any Lot, including driveways. However, a motor home, mobile home, trailer, camper, or watercraft will be allowed on the Lot owner's driveway once a year for a two-week period during preparation for use prior to Memorial Day and once a year for a two-week period during preparation for storage after Labor Day. Lot owners who have previously stored watercraft on their side yards and held legacy ("Legacy") status, continue to have Legacy status, and may continue to store watercraft on the side yards, but not forward of the front of the house, nor forward of any side of the house with street frontage, as long as title to the Lot remains unchanged. For purposes of this Section 15, Legacy status shall refer to those Lot owners who, as of June 13, 2006, have received prior written approval from the Board of Directors to store watercraft on their side yard. Motor homes, mobile homes, trailers, campers, or watercraft may be on the Lot owner's driveway for a time period not to

exceed 48 hours within a seven-day period only if actual loading or unloading of such motor home, mobile home, trailer, camper, or watercraft is being performed during that time.

(d) No inoperable or unlicensed vehicle shall be parked outside of any garage for more than forty-eight (48) hours. No vehicle shall be washed, waxed, or serviced (except for emergency repairs) on any street.

(e) No owner or occupant shall cause or permit the blowing of any horn, or screeching of any tires, from any vehicle in which his family, tenants, employees, guests or invitees shall be passengers or drivers, approaching or upon any of the streets or driveways serving the project, except as may be required for the safe operation of such vehicle or for the safety of any pedestrian.

(f) The Association shall have the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the offending owner's or operator's expense, and without liability for damage caused to the moved or towed vehicle.

16. Houses and Lots.

(a) Laundry, clothing, and bedding may only be dried or aired in the rear yard of any Lot and should not be visible from the street. The Lot owner may only use a clothes line device, such as a retractable line, pole, or frame, that can be retracted or taken down when not in use. The device must be approved by the Board of Directors prior to any installation. Clothes may be dried during daylight hours only. Clothes may only be dried outside on weekdays and specifically not on weekends. This shall not preclude the drying of beach towels and swimsuits in the rear yard of any Lot.

(b) No bicycles, toys, garbage cans, tires, tools, ladders, or other items shall be stored or left outside of any structure on any Lot for a period of more than eight (8) hours during any calendar day.

(c) No Lot owner or occupant shall play, so as to be audible to others, any musical instrument, radio, television, phonograph, sound movie projector, tape recorder or like device, or shall practice singing or vocal exercises, or shall use any power tool or engage in any other noisy activity, earlier in the morning than eight o'clock a.m. Monday through Saturday, inclusive; and nine o'clock a.m., Sunday; or later in the evening than eleven o'clock p.m., Sunday through Thursday; and twelve o'clock midnight, Friday and Saturday; or for longer (except for television, radio or phonograph) than two (2) hours in any given day, if the same shall disturb and annoy the owners or occupants of any other home. Television, radio and other electrical devices subject to volume control shall not be played above moderate levels if any owner or occupant reasonably objects, regardless of time of day. No Lot Owner or occupant shall engage in any altercation at any time, or otherwise shout, yell, or disturb the peace if the same shall annoy and disturb the Lot Owners or occupants of any other house.

(d) All garbage and other refuse shall be deposited in tightly lidded airtight cans or sturdy plastic bags and stored inside or out of view except when placed outside for removal. Persons using plastic bags are responsible for ensuring no litter problems result from such use. No trash or garbage shall be placed outside for collection earlier than two days prior to the day scheduled for such collection, and all empty cans shall be returned to their proper place on the day that collection occurs. Each homeowner or occupant shall take all reasonable steps to prevent his garbage and refuse from attracting animals or from emitting odors reasonably sufficient to annoy any other homeowner or occupant.

(e) No explosive or highly inflammable material shall be brought into the community except under the supervision of the Association.

(f) No noxious or harmful activity or material shall be permitted on any Lot, nor shall any owner or occupant engage in any activity commonly regarded as a nuisance or disturbance of the peace.

(g) No exterior television antennas or satellite dishes shall be installed or maintained on any Lot, other than satellite dishes not exceeding eighteen (18) inches in diameter located at the rear of a house or Lot in such manner as the Association shall have approved in advance, in writing.

17. Animals.

(a) Owners or occupants shall be strictly liable for the actions of their pets. For the safety, health and comfort of all residents, dogs must be leashed when off the homeowner's property. Dogs, cats and all ambulatory pets must be reliably controlled any time they are on or off the owner's property. In no case should a pet be allowed to roam freely on another homeowner's property or common area. No dog, cat or other animal shall be permitted to relieve itself on any shrub, walk, car or other item of personal property. Any solid waste shall be promptly put in the pet owner's refuse container. Every pet owner shall take all reasonable steps to prevent the noise, waste or odors of his pet from annoying other homeowners. The Association shall have the right to require that any habitually unsafe, diseased, infested, vicious, unclean or noisy animal, bird, reptile or fish be removed from the community. These rules apply equally to visitor's pets.

(b) No horse, mule, donkey, cattle, swine, poultry, minks, or other animals except Conventional pets shall be brought or kept upon any street, or Lot or dwelling in the community.

18. Rental.

(a) With the exception of any Lot owners with legacy ("Legacy") status (as explained in section 18(b)), the minimum term of all lease agreements shall be thirty-one (31) days. For purposes herein, the terms "rental" and "lease" shall mean the same thing and may be used interchangeably.

(b) Legacy status shall mean those Lot owners who, as of October

1. 2024 had a current rental license issued from the City of Lewes for short-term rentals (that is, rentals for 30 days or less). To establish Legacy status, a Lot owner must provide to the Board: (i) a copy of the fully executed lease agreement with a statement that the tenants have received a copy of the Declaration and any rules or regulations adopted by the Board of Directors, and (ii) a copy of the current City of Lewes rental license. Legacy status will expire upon failure to maintain a short-term rental license with the City of Lewes, or sale or transfer of the Lot.

(c) Rental (hereinafter intended to have the same meaning as "lease" and may be used interchangeably therewith) of any home in the Village must be in accord with the single-family nature of the Village. Rentals, therefore, must be of the entire home and not just a portion of the home.

(d) All rental agreements shall be in writing and shall state that they are subject in all respects to this Declaration, the Bylaws of Pilottown Village Homeowners Association (the "Bylaws"), and any rules or regulations, as same may be amended from time to time. Within seven (7) days of execution of a rental agreement for rental of their property, Lot owners must submit to the Board of Directors: (i) a copy of a form lease addendum approved by the Board of Directors, and (ii) a copy of the current City of Lewes rental license. The Board of Directors may also request to receive the fully executed lease agreement with a statement that the tenants have received a copy of the Declaration and any rules or regulations adopted by the Board of Directors.

(e) If a residential Lot owner loses their City of Lewes rental license, then the Lot owner must report the loss of such license to the Board of Directors within ten (10) days of the Lot Owner's notification from the City of Lewes.

(f) Residential Lot owners of rented properties shall be liable for the failure of any tenant or any invitee of any tenant to abide by the Declaration and any rules or regulations adopted by the Board of Directors. The Board of Directors may establish additional rules and regulations governing the rental of properties within the Village and may levy reasonable fines for failure to comply with the Declaration, the Bylaws and any rules and regulations.

19. Enforcement. The Board of Directors of the Association or any other person or persons, owning any Lot in the Village, shall have the right to enforce, by any proceedings at law or in equity, all of the provisions now or hereafter imposed by this Declaration as well as any rules or regulations adopted by the Board of Directors. Failure of the Board of Directors or any Lot owner to enforce any provision of this Declaration, rule or regulation herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall be authorized to adopt reasonable rules and regulations for enforcing the provisions hereof or any other rule or regulation, including the right to set and collect fines which, if not paid by the Lot owner, shall be liens against their Lots. The Association shall recover attorney's fees, court costs, filing expenses and miscellaneous costs and damages resulting from any such violations or attempted violations. The Board of Directors also reserves the unilateral right to waive or modify enforcement as to any Lots necessary to avoid hardship resulting from unintentional

EXHIBIT "A"


**CERTIFICATION BY PILOTTOWN VILLAGE HOMEOWNERS ASSOCIATION
PERTAINING TO THE ADOPTION OF PILOTTOWN VILLAGE
THIRD AMENDED AND RESTATED
RESTRICTIVE COVENANTS AND EASEMENTS**

PILOTTOWN VILLAGE HOMEOWNERS ASSOCIATION (the "Association"), by and through its President, does hereby make this CERTIFICATION, which is made and kept in the regular course of business of the Board of Directors (the "Board"), as a regular practice of the Board to make this Certification, and as a regularly maintained business record, to certify that an amendment to the Pilottown Village Amended and Restated Restrictive Covenants and Easements, recorded on June 13, 2006, in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware, in Deed Book 3321, Page 153 *et seq.*, as amended (the "Declaration") has been approved record owners of no less than fifty percent (50%) of the Lots in the Village.

I, Stuart Griffin, President of the Board of the Association, hereby certify that the Declaration has been amended pursuant to the vote and consent of record owners of no less than fifty percent (50%) of the Lots in the Village. Pursuant to paragraph 11 of the Declaration, said Declaration may be amended at any time and from time-to-time, with the consent of the record owners of fifty percent (50%) or more of the Lots in the Village. In accordance with said authority and process, record owners of no less than fifty percent (50%) of the Lots in the Village affirmed and consented to amend the Bylaws pursuant to a consent and ballot form postmarked on or before July 15, 2024.

IN WITNESS THEREOF, the Association has caused these presents to be signed and sealed by its President and attested by its Secretary on this 30th day of August A.D. 2024.

**PILOTTOWN VILLAGE
HOMEOWNERS ASSOCIATION**



By: Stuart Griffin, President


Attest: Marybeth Paterson, Secretary

STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

On this 30th of August, A.D. 2024, before me, a Notary Public for the State and County aforesaid, personally appeared Stuart Griffin, President of Pilottown Village Homeowners Association, party to this Amendment, known to me personally to be such, and they acknowledged this Amendment to be their act and deed and the act and deed of such Association.

GIVEN under my hand and seal of office, on the date aforesaid.


NOTARY PUBLIC
Admitted by Supreme Court of Delaware
to practice law in Delaware and
authorized to perform notarial acts
pursuant to Title 29 Del. Code
Chapter 43 My Commission Expires: N/A

TAX PARCEL NOS.

335-8.00-14.02	335-8.00-168.00	335-8.00-190.00
335-8.00-147.00	335-8.00-169.00	335-8.00-191.00
335-8.00-148.00	335-8.00-170.00	335-8.00-192.00
335-8.00-149.00	335-8.00-171.00	335-8.00-193.00
335-8.00-150.00	335-8.00-172.00	335-8.00-194.00
335-8.00-151.00	335-8.00-173.00	335-8.00-195.00
335-8.00-152.00	335-8.00-174.00	335-8.00-196.00
335-8.00-153.00	335-8.00-175.00	335-8.00-197.00
335-8.00-154.00	335-8.00-176.00	335-8.00-198.00
335-8.00-155.00	335-8.00-177.00	335-8.00-199.00
335-8.00-156.00	335-8.00-178.00	335-8.00-200.00
335-8.00-157.00	335-8.00-179.00	335-8.00-201.00
335-8.00-158.00	335-8.00-180.00	335-8.00-202.00
335-8.00-159.00	335-8.00-181.00	335-8.00-203.00
335-8.00-160.00	335-8.00-182.00	335-8.00-204.00
335-8.00-161.00	335-8.00-183.00	335-8.00-205.00
335-8.00-162.00	335-8.00-184.00	335-8.00-206.00
335-8.00-163.00	335-8.00-185.00	335-8.00-207.00
335-8.00-164.00	335-8.00-186.00	335-8.00-208.00
335-8.00-165.00	335-8.00-187.00	335-8.00-209.00
335-8.00-166.00	335-8.00-188.00	335-8.00-210.00
335-8.00-167.00	335-8.00-189.00	335-8.00-211.00

335-8.00-212.00	335-8.00-608.00	335-8.00-631.00
335-8.00-213.00	335-8.00-609.00	335-8.00-632.00
335-8.00-214.00	335-8.00-610.00	335-8.00-633.00
335-8.00-215.00	335-8.00-611.00	335-8.00-634.00
335-8.00-216.00	335-8.00-612.00	335-8.00-635.00
335-8.00-217.00	335-8.00-613.00	335-8.00-636.00
335-8.00-218.00	335-8.00-614.00	335-8.00-637.00
335-8.00-219.00	335-8.00-615.00	335-8.00-638.00
335-8.00-220.00	335-8.00-616.00	335-8.00-639.00
335-8.00-221.00	335-8.00-617.00	335-8.00-640.00
335-8.00-222.00	335-8.00-618.00	335-8.00-641.00
335-8.00-223.00	335-8.00-619.00	335-8.00-643.00
335-8.00-223.01	335-8.00-620.00	335-8.00-644.00
335-8.00-598.00	335-8.00-621.00	335-8.00-645.00
335-8.00-599.00	335-8.00-622.00	335-8.00-646.00
335-8.00-600.00	335-8.00-623.00	335-8.00-647.00
335-8.00-601.00	335-8.00-624.00	335-8.00-648.00
335-8.00-602.00	335-8.00-625.00	335-8.00-649.00
335-8.00-603.00	335-8.00-626.00	335-8.00-650.00
335-8.00-604.00	335-8.00-627.00	335-8.00-651.00
335-8.00-605.00	335-8.00-628.00	335-8.00-652.00
335-8.00-606.00	335-8.00-629.00	335-8.00-653.00
335-8.00-607.00	335-8.00-630.00	335-8.00-654.00

335-8.00-655.00	335-8.00-678.00	335-8.00-701.00
335-8.00-656.00	335-8.00-679.00	335-8.00-702.00
335-8.00-657.00	335-8.00-680.00	335-8.00-703.00
335-8.00-658.00	335-8.00-681.00	335-8.00-704.00
335-8.00-659.00	335-8.00-682.00	335-8.00-705.00
335-8.00-660.00	335-8.00-683.00	335-8.00-706.00
335-8.00-661.00	335-8.00-684.00	335-8.00-707.00
335-8.00-662.00	335-8.00-685.00	335-8.00-708.00
335-8.00-663.00	335-8.00-686.00	335-8.00-709.00
335-8.00-664.00	335-8.00-687.00	335-8.00-710.00
335-8.00-665.00	335-8.00-688.00	335-8.00-711.00
335-8.00-666.00	335-8.00-689.00	335-8.00-712.00
335-8.00-667.00	335-8.00-690.00	335-8.00-713.00
335-8.00-668.00	335-8.00-691.00	335-8.00-714.00
335-8.00-669.00	335-8.00-692.00	335-8.00-715.00
335-8.00-670.00	335-8.00-693.00	335-8.00-716.00
335-8.00-671.00	335-8.00-694.00	335-8.00-717.00
335-8.00-672.00	335-8.00-695.00	335-8.00-718.00
335-8.00-673.00	335-8.00-696.00	335-8.00-719.00
335-8.00-674.00	335-8.00-697.00	335-8.00-720.00
335-8.00-675.00	335-8.00-698.00	335-8.00-721.00
335-8.00-676.00	335-8.00-699.00	335-8.00-722.00
335-8.00-677.00	335-8.00-700.00	335-8.00-723.00

335-8.00-724.00	335-8.00-730.00	335-8.00-736.00
335-8.00-725.00	335-8.00-731.00	335-8.00-737.00
335-8.00-726.00	335-8.00-732.00	335-8.00-738.00
335-8.00-727.00	335-8.00-733.00	335-8.00-739.00
335-8.00-728.00	335-8.00-734.00	335-8.00-740.00
335-8.00-729.00	335-8.00-735.00	335-8.00-741.00