



Kent County
Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901

Instrument Number: 2009-151751

Recorded On: July 07, 2009

As-Miscellaneous With Notation

Parties: MEADOWS OF CHESTNUT RIDGE

To MEADOWS OF CHESTNUT RIDGE

of Pages: 8-7

Comment:

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Miscellaneous With Notation	70.00	Marginal Notation	5.00
# of Pages	7	# of Notes	1
	0		0
Total:	75.00		

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

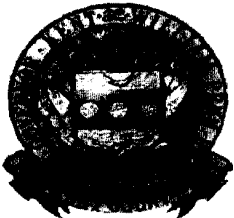
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File Information:

Record and Return To:

Document Number: 2009-151751
Receipt Number: 252200
Recorded Date/Time: July 07, 2009 03:15:48P
Book-Vol/Pg: BK-RE VL-5045 PG-1
User / Station: D Cline - Cashier 3

LEGUM & NORMAN INC
50 CASCADE LANE
REHOBOTH BEACH DE 19971



Betty Lou McKenna

60293
606.00
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Accepted for Filing in:
Kent County
Doc# 151751
On: Jul 07, 2009 at 03:15F

Tax Parcel #: See list attached.

Prepared By:

Legum & Norman, Inc.
50 Cascade Lane
Rehoboth Beach, DE 19971

Return To:

Legum & Norman, Inc.
50 Cascade Lane
Rehoboth Beach, DE 19971

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS APPLICABLE TO THE
MEADOWS OF CHESTNUT RIDGE

THIS FIRST AMENDMENT is made this 17th Day of June, 2009, and modifies the Declaration of Restrictive Covenants of the Meadows of Chestnut Ridge, in North Murderkill Hundred, Kent County, and State of Delaware, which is shown on a subdivision plan prepared by Davis, Bowen & Freidel, dated March 14, 2003, and of record in the Office of the Recorder of Deeds in and for Kent County in Plot Book 77, Page 1, which plot lays out Lots 1-118 of The Meadows of Chestnut Ridge subdivision and the Declaration of Restrictive Covenants Applicable to the Meadows of Chestnut Ridge dated February 9, 2006, and of record in the Office of the Recorder of Deeds in and for Kent County in Book 2724, Page 34.

43996/06

WHEREAS, Declarant desires to declare and set forth restrictive covenants which shall be binding upon the lands shown on said plot, as well as to bind itself, its successors an assigns who become the owners of the lots comprising said parcel of land, in the manner hereafter set forth.

WHEREAS, the Declarant Timber Meadows, LLC is and continues to be the owner of more then 75% of the Lots in The Meadows of Chestnut Ridge and is the successor in interest to the Declarant's rights and obligations under the Declaration.

NOW THEREFORE, the Declaration is herby amended as follows:

RESTRICTIVE COVENANTS:

- No wall, hedge or mass planting shall be erected or permitted except to the rear of the main structure, and wall, hedge or mass planting shall be not permitted to be over four (4) feet in height except with the advance written permission of the ARC. Fences may not exceed six (6) feet in height and require prior to construction approval from the Architectural Review Committee. Under no circumstances shall permanent or temporary clothes lines or clothes trees be permitted, and the ARC shall not have the authority to make an exception to this provision. No permanent tent, shack, barn will be permitted where such tent, shack, barn will be detached from the principle structure on each such property.

A. Utility Storage Sheds. No lot may contain more than one utility storage shed. Such shed shall be used exclusively by the owners or occupants of the Lot on which the Shed is located. In any event, no such shed shall be constructed or maintained upon any Lot until plans for design, color and exact location of the same have been approved by the Architectural Review Committee. The following standards shall apply with respect to the approval of one shed on each Lot.

(i) Location. For all Lots, the Shed must be placed a minimum of sixty (60) feet from the front property line, and twenty (20) feet from the side and rear property lines unless structure is placed 100 feet from the front property line in which case it may be setback a minimum of five (5) feet from the side and rear property lines.

(ii) Size.

a. The outside foot print of the Shed shall be either square or rectangular and shall be no less than sixty-four (64) square feet or no more than one hundred twenty (120) square feet.

b. The outside depth of the Shed shall be no longer than twelve (12) feet.

c. The maximum height of the Shed shall be ten feet, six inches (10'- 6") to a ridge which shall be part of an "A" frame roof design.

(iii) Materials And Construction

a. The roof of the Shed shall have an "A" frame roof design with asphalt shingles that match the type and color of the roof of the home on the Lot.

b. The Shed shall be finished on all four sides with vinyl siding which matches or is the same as the vinyl siding of the home on the Lot both in style and in color.

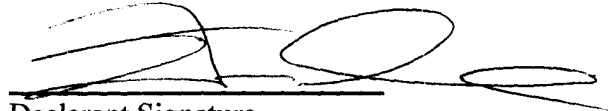
c. The color of all trim on the Shed shall match the color of the outside trim on the home on the lot. The color of the door of the Shed shall match the color of the siding of the shed.

d. All sheds must be of frame construction. No sheds shall be constructed from metal, aluminum, steel, etc.

e. The Shed shall only have one door for ingress and egress which must be on the front of the Shed. The front of the Shed shall face the rear of the home. The Shed may

contain but need not contain a maximum of two (2) windows. Each such window, if installed, must be two (2) square feet in size.

- f. The Shed must be erected on a firm foundation base so as to maintain the Shed in a level position.


Declarant Signature

6-11-09
Date

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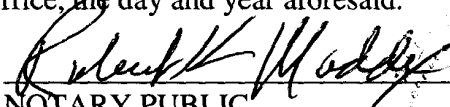
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STATE OF DELAWARE)
) SS.
COUNTY OF KENT)

BE IT REMEMBERED, that on this 17 day of June, 2009, personally came before me, the Subscriber, a notary public of the State and County aforesaid, Frank Gilmore, of Timberlake Homes, BT, party to this Indenture, known to me personally to be such, and acknowledge this Indenture to be his act and deed and the act and deed of such company, that the signature of the Declarant thereto is in his own proper handwriting and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by said company.

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


NOTARY PUBLIC
Robert K. Madoox

