

Tax Map Parcel No. 1-33 10.00 43.00 through 84.00 (inclusive)  
 PREPARED BY: WILLOW LAKE HOMEOWNERS ASSOCIATION  
 P. O. Box 1897, Millsboro, DE 19966  
 RETURN TO: WILLOW LAKE HOMEOWNERS ASSOCIATION  
 P.O. Box 1897, Millsboro, DE 19966

**SECOND AMENDMENT TO DECLARATION OF  
 RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS  
OF WILLOW LAKE, A PLANNED RESIDENTIAL COMMUNITY**

The Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned residential Community was filed on November 15, 2001, in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 2649, Page 8.

By a resolution of the Unit Owners duly adopted, the President and Secretary of the Council of Unit Owners are authorized to execute and file this the Second Amendment to Declaration of Reservations, Restrictions, Covenants and Easements of Willow Lake, a Planned Residential Community.

WHEREFORE, the following amendment is hereby adopted:

The Association of Homeowners has hereby adopted this change to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, as heretofore amended:

Any and all reference to "Declarant" and or "Declarant's" in the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, as heretofore amended, is hereby deleted and is replaced by "Association", with the following exceptions:

Page 1, paragraphs 1, 2 and 3; Page 8, **Section 3.03**, fourth line, first word and seventh line, fourth word; Page 47, **Section 8.06** second line; Page 48; and, Page 49.

The Association of Homeowners has hereby adopted to place a period after the words "time to time" in the second sentence and delete the remainder of the sentence in **Section 3.08 Rules and Regulations, ARTICLE III, COMMON AREAS, EASEMENTS AND CERTAIN RESERVATIONS**, to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to delete the last sentence of **Section 4.01, Creation of Lien and Personal Obligation of Assessments ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to place a period after "Association" in the first sentence and delete the remainder of the paragraph of **Section 6.01, Formation – Restrictions on Amendments ARTICLE VI, ASSOCIATION** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to delete **Section 6.03 Membership, ARTICLE VI, ASSOCIATION**, to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, and to insert the following in its place and stead:

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Every Owner shall be deemed to have a Membership in the Association. Membership shall be appurtenant to and not be separated from the ownership of a Lot. The foregoing is not intended to include mortgagees or any Person who holds an interest merely as security for the performance of an obligation and the giving of a security interest shall not terminate an Owner's membership.

The Association of Homeowners has hereby adopted to delete the first paragraph of **Section 6.04 Voting**, under **ARTICLE VI, ASSOCIATION** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, and to insert the following in its place and stead:

Voting shall be on the basis of one (1) vote per Lot for each Lot owned by a Member or Members regardless of the number of Owners of such Lot. A majority of the Total Vote cast at a meeting at which a quorum is present shall be binding upon all Members for all purposes except when a higher percentage is required by these By-laws, the Declaration, or the Certificate of Incorporation.

The Association of Homeowners has hereby adopted to delete **Section 6.05 Board of Directors** under **ARTICLE VI, ASSOCIATION** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, and to insert the following in its place and stead:

The affairs, administration and management of the Association shall be governed by a Board of Directors composed of that number of natural individuals as may be set forth in the By-laws. The initial Board of Directors as elected by the Members of the Association shall serve for a period of eighteen (18) months. At the annual meeting held in January, 2007, the three (3) directors theretofore elected shall be designated as Board of Director One, Board of Director Two and Board of Director Three. The position of Board of Director One shall be open in January, 2008 for the election of a director to fill that position for a three (3) year term. The currently elected director of that seat may be re-elected by the Members, or a new person may be elected to fill that seat. Board of Director Two shall be open for the election of a director in January, 2009, and Board of Director Three shall be open for the election of a director in January 2010, under the same conditions as stated for the Board of Director One position. Each director position once an election has occurred shall be a three (3) year term. The purpose and intent of the staggered election procedure is to allow the rotation of members onto and off of the Board of Directors and to also allow for a degree of experience and continuity on the Board of Directors.

The Board shall have those powers, duties, and obligations as may be imposed upon it herein and pursuant to the Certificate of Incorporation and the By-laws.

The Association of Homeowners has hereby adopted to delete the second paragraph of **Section 6.07 Architectural Control Committee**, under **ARTICLE VI, ASSOCIATION** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to delete the words "Neither the Declarant" in the last sentence of the next to last paragraph of **Section 6.08 Review of Plans and Specifications** under **ARTICLE VI, ASSOCIATION** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to delete the last sentence of **Section 7.01 Residential Use** under **ARTICLE VII, RESTRICTIVE COVENANTS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to delete **Section 7.17 Fences** under **ARTICLE VII, RESTRICTIVE COVENANTS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, and to insert the following in its place and stead:

**Section 7.17 Fences** No fences, walls or hedges shall be located closer than thirty (30) feet to any Road. No fence, wall or hedge higher than four (4) feet shall be erected or maintained elsewhere on a lot until the height, design and approximate location thereof have been approved in writing by the Architectural Review Committee, or its successors.

The Association of Homeowners has hereby adopted to delete **Section 7.18 Parking Space and Paving** under **ARTICLE VII, RESTRICTIVE COVENANTS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, and to insert the following in its place and stead:

**Section 7.18 Parking Space and Paving** Each Member shall provide space for parking at least two (2) automobiles off the roads prior to the occupancy of any dwelling constructed on any such numbered lot.

All driveways and parking areas shall be constructed and paved with hot mix or concrete within six (6) months of the completion of the dwelling. NO stone or tar and chip driveways are permitted or allowed. Brick pavers and patterned concrete pavements shall be permitted. Changes or additions to driveways or parking areas must be approved by the Architectural Review Committee.

The Association of Homeowners has hereby adopted to delete **Section 7.22 Lot Maintenance** under **ARTICLE VII, RESTRICTIVE COVENANTS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community, and to insert the following in its place and stead:

Nothing herein contained shall be construed as imposing an obligation upon the Association to remove underbrush, trash or rubbish, or to cut grass on any lot. Owners of lots shall be responsible for the appearance of such Lot or Lots by cutting grass (grass may not exceed 12 inches in height) and brush and by removing trash and rubbish therefrom at all reasonable times. Should the Owners fail to maintain the appearance of a Lot, the Association shall have the right and privilege, acting through its agents or employees, to enter upon such lot, without being considered a trespasser, for the purpose of maintaining the appearance thereof in accordance herewith, and the cost of such maintenance shall be borne by the Owner of such lot, and the owner shall pay such cost within thirty (30) days of notice thereof. Upon failure to pay such costs, the Association shall be entitled to take whatever legal action necessary to collect the same together with interest at the highest legal rate of interest allowable from the due date thereof, and attorney's fees and court costs.

The Association of Homeowners has hereby adopted to delete in line 6 the words "the Declarant or" of **Section 7.27 Pond** under **ARTICLE VII, RESTRICTIVE COVENANTS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

The Association of Homeowners has hereby adopted to delete subparagraphs (a), (g) and (h) and replace with "intentionally left blank" and in subparagraph (b) delete last sentence of **Section 8.05 Amendment** under **ARTICLE VIII, MISCELLANEOUS** to the Declaration of Reservations, Restrictions, Covenants and Easements for Willow Lake, a Planned Residential Community.

