

Tax Parcel No. 3-35 9.00 20.00

prepared by: Kimberly Skoniecki
WPPOA Secretary
return to: 35803 Tappan Drive
Lewes DE 19958

SIXTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOLFE POINTE

THIS SIXTH AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions of Wolfe Pointe, which includes all of the lots and common areas located in Wolfe Pointe subdivisions, Lewes, and Rehoboth Hundred, Sussex County, Delaware, (hereinafter referred to as the "Property") is made and executed this 7 of June 2018, by Wolfe Pointe Property Owners Association, Inc. (hereinafter referred to as "Association").

WHEREAS, the Property is subject to a Declaration of Covenants, Condition, and Restriction recorded in the Office of the Recorder of Deed in and for Sussex County Delaware, in Deed Book 2486 at Page 289, as amended in Deed Book 2557, Page 127 as amended in Deed book 2560, Page 309, and as amended by Deed Book 3334, Page 66 (hereinafter referred to as the Declaration"); and

WHEREAS, pursuant to Article VII, Section 1, the Declaration may be amended by a vote of seventy percent 70% of the eligible voters of the Association; and

WHEREAS, the Association, with written consent of over seventy percent (70%) of the owners (their consents attached hereto) of the lots in the Wolfe Pointe Subdivision located in Lewes and Rehoboth Hundred, Sussex County, Delaware, did approve of the following amendment to Article VI, Section 3 and the addition of Article VI Section 21, as required under the Declaration and the by-laws of the Association;

NOW, THEREFORE, effective 15 January 2018 or upon recording in the Office of Recorder of Deeds, in and for Sussex County, State of Delaware, whichever is later Article VI is hereby amended by adding the following language:

ARTICLE VI

Restrictive and Protective Covenants

Section 21 – Tenants and Lease Agreements

An Owner may lease the residence on a Lot to a third party for compensation, provided the following provisions or exceptions are satisfied.

- a) All lease agreements must be in writing and shall not be for a period of less than six (6) consecutive months;

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ASSESSMENT DIVISION
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- b) The lease agreement must be for the entire residence and the entire Lot. Rentals of individual rooms within a residence are prohibited. (See exceptions to Section 21);
- c) The residence must only be rented to and occupied by one or more persons who are related by blood or marriage, living together as a single housekeeping unit with single culinary facilities or by a group of not more than four (4) persons living together by joint agreement as a single housekeeping unit with a single culinary facility; and
- d) Immediately, but no later than ten (10) days after a lease agreement is executed, the Owner shall provide the term of the lease, as well as, phone numbers and email addresses for the named tenants, to the Secretary of the Wolfe Pointe Property Owner's Association.
- e) If a lease agreement fails to meet the provisions as stated in Section 21 (a)-(d) an Owner may lease all or part of the residence if one or more of the following exceptions are satisfied:
 - a. The lease agreement is between a new Owner and the immediate previous Owner; or
 - b. The lease agreement is between the Owner and a person related to the Owner by blood or marriage; a medical care provider; or a domestic care provider.

Amendment to Section 3 (Residential Use)

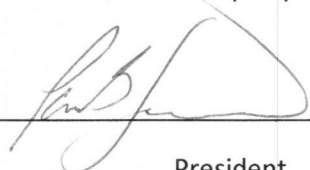
Section 3. Residential Use. All Lots in the Property shall be used for residential purposes exclusively. No structure, except as hereinafter provided shall be erected altered placed or permitted to remain upon any such Lot and other than (1) detached single unit dwelling, with attached garage building (hereinafter sometimes referred to as the main dwelling), and one (1) accessory building. The use of any such main dwelling or accessory building shall not include and activity normally conducted as a business, including, but not limited to, a rooming house, a motel, a hotel, a bed and breakfast, or any such facility serving transient tenants. No such accessory building may be constructed prior to the construction of a main dwelling. All such accessory buildings may be used only in connection with the main dwelling. All improvements shall be in conformity with WOLFE POINTE ARCHITECTURAL GUIDELINES attached hereto as Exhibit B. Notwithstanding the other provisions of Section 3, certain areas as shown on the Record Plot may be dedicated to the association for the recreational General Common Area, and such may be improved by tennis courts, in ground swimming pool and structures related to the use and enjoyment of such recreational facilities. Satellite antennas are allowed provided

that they are no larger than 24 inches in diameter and are located behind the apex line of the roof of the main dwelling. (Amended 15 Jan 01) "Except that lots 43 and 44 may be used as one building site, and if so the residence may be located on one lot and a detached garage may be located on the other lot. Notwithstanding any provisions of the section, if lots 43 and 44 are used as one building site, a detached garage shall be permitted and shall be located on the lot adjacent to the detached single unit dwelling lot; and notwithstanding a detached garage, one (1) accessory building, as described in this section, shall also be permitted."

Except as amended hereby, all other terms, covenants and restrictions in the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the undersigned President of the Wolfe Pointe Property Owners Association, Inc., has caused these present to be duly executed, and in so doing hereby certifies that his amendments were duly adopted in accordance with the Declaration and By-Laws of the Association.

Wolfe Pointe Property Owners Association, Inc.

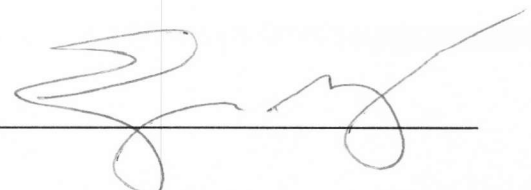
By:  (SEAL)
President

STATE OF DELAWARE :
COUNTY OF SUSSEX : SS.

Recorder of Deeds
Scott Dailey
Jun 08, 2018 10:18A
Sussex County
Doc. Surcharge Paid

On JUNE 7, 2018 before me, PAUL G. TOWNSEND personally appeared, personally known to me to be a person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument in person, or in the entity upon behalf of which the person acted, executed this instrument.

Witness my hand and official seal.



EUGENE H. BAYARD, ESQ.
NOTARIAL OFFICER PURSUANT TO
29 DEL. CODE SECT. 4323
ATTORNEY AT LAW
DELAWARE