

Tax Parcel Nos. 334-6.00-825 through 999.00 (inclusive)

Prepared by and Return to:  
Morris James LLP  
107 W. Market Street  
P O Box 690  
Georgetown, DE 19947

**THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ROLLING MEADOWS**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLING MEADOWS (hereinafter "Third Amendment") is made this 17<sup>th</sup> day of March, 2023 by the Rolling Meadows Homeowners Association, Inc., a Delaware non-profit, non-stock corporation (hereinafter "Association").

This Third Amendment amends the Declaration of Covenants, Conditions and Restrictions for Rolling Meadows (hereinafter "Declaration"), dated August 17, 1988 and recorded August 19, 1988 in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware (hereinafter "Recorder's Office") in Deed Book 1586, Page 222, as amended by an amendment to Declaration of Covenants, Conditions and Restrictions for Rolling Meadows, dated April 6, 1991 and recorded August 11, 1993 in the aforesaid Recorder's Office in Deed Book 1929, Page 4 (hereinafter "First Amendment"), as amended by an Amendment to Declaration of Covenants, Conditions and Restrictions for Rolling Meadows, dated December 4, 2001 and recorded December 6, 2001 in the aforesaid Recorder's Office in Deed Book 2654, Page 308 (hereinafter "Second Amendment").

Article VII of the Declaration is entitled "General Provisions." Section 1 of the General Provisions is entitled "Duration and Amendment," and as amended by the First Amendment states as follows:

Section 1. Duration and Amendment. The Restrictions of this Declaration run with and bind the lands of the "Record Plot" and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, as the case may be in perpetuity; subject, however, to the provision that the Association or its successors, by and with the vote or written proxy consent of a simple majority of the then Owners of the Lots who are in attendance at any General Meeting where a motion is voted on, shall have the power to waive, abandon, terminate, modify, alter, change, amend, eliminate or add to these Restrictions and this Declaration at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment, elimination, or addition shall take effect when a

copy thereof executed and acknowledged by the Association or its successors in accord with the usual form of execution and acknowledgement of deeds, together with written consents of the requisite number of Owners, has been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same shall thereafter remain in effect in perpetuity unless otherwise provided.

This Third Amendment was prepared and approved by the Board of Directors ("Board") of the Association, and, pursuant to Article VII, Section 1 of the Declaration, as amended, was presented to all Owners of the One Hundred Seventy-One (171) Lots in the Rolling Meadows community. Proof of the consent of more than a simple majority of the Owners is set forth in the Affidavit and Certification attached hereto as Exhibit "A." By written ballot, the Board obtained the vote approving the modification of Section 3 to Article V of the Declaration:

Article V of the Declaration, as amended by the Second Amendment, is entitled "Covenant for Maintenance" and Section 3 of the Covenant for Maintenance entitled "Basis and Maximum Annual Assessment" is amended by ~~striking through~~ the language to be deleted and adding the language that is double underlined as follows:

Section 3. Basis and Maximum Annual Assessment. Each respective Lot to be sold by the Developer, if and as conveyed by the Developer after the final date of transfer from the Developer to any Owner, shall thereafter be subject to an annual maintenance charge or assessment to be paid to the association. The amount of such assessments shall be fixed annually by the Association and shall be charged or assessed in equal proportions against each Lot within the lands of the "Record Plot", provided however, that such assessment shall in no event exceed the sum of ~~Two Hundred Fifty Dollars (\$250) per lot for any year~~ Three Hundred Fifty Dollars (\$350.00) in 2022; Four Hundred Fifty Dollars in 2023; and Five Hundred Dollars (\$500.00) in 2024 per lot for any year unless said maximum be adjusted as hereafter provided. The first assessment year shall be January 1, 1990, 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 or parcel of land 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.

Hereafter, Article V, Section 3 of the Declaration shall read as follows:

Section 3. Basis and Maximum Annual Assessment. Each respective Lot to be sold by the Developer, if and as conveyed by the Developer after the final date of transfer from the Developer to any Owner, shall thereafter be subject to an annual maintenance charge or assessment to be paid to the association. The amount of such assessments shall be fixed annually by the Association and shall be charged

or assessed in equal proportions against each Lot within the lands of the "Record Plot", provided however, that such assessment shall in no event exceed the sum of Three Hundred Fifty Dollars (\$350.00) in 2022; Four Hundred Fifty Dollars in 2023; and Five Hundred Dollars (\$500.00) in 2024 per lot for any year unless said maximum be adjusted as hereafter provided. The first assessment year shall be January 1, 1990, 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 or parcel of land 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.

IN WITNESS WHEREOF, the President of the Association has hereto set his hand and seal the day and year aforesaid.

**ROLLING MEADOWS HOMEOWNERS  
ASSOCIATION, INC.**

By:  {SEAL}  
Stephen B. Hyle, President

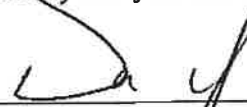
Attest:  {SEAL}  
Donald K. Metcalf, Secretary

STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 17<sup>th</sup> day of March, A.D. 2023, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Stephen B. Hyle, as President of the Rolling Meadows Homeowners Association, Inc., party to this Indenture, known to me personally to be such, who, after being duly sworn, acknowledged this Indenture to be his act and deed and the act and deed of said Association, that the signature of the President thereto is in his own proper handwriting, that his act of executing, acknowledging and delivering said Indenture was duly authorized by his appointment to the position of President and the President hereby certifies before the undersigned Notary that the foregoing amendments to the Declaration were effected by and with the consent of more than a simple majority of the Owners of Lots within Rolling Meadows as set forth in the Affidavit and Certification attached hereto as Exhibit "A."

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

DAVID C. HUTT, ESQ. #4037  
Notarial Officer pursuant to  
29 Del. Code 54323  
ATTORNEY AT LAW  
Delaware

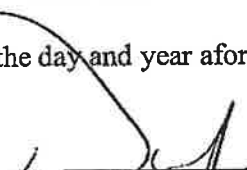
  
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Notary Public  
Printed Name: \_\_\_\_\_  
Notary expires: \_\_\_\_\_

STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 17<sup>th</sup> day of March, A.D. 2023, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Donald K. Metcalf, Secretary of the Rolling Meadows Homeowners Association, Inc., party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed, and the act and the deed of the said Association; that the signature of the Secretary is in his own proper handwriting; and that the act of signing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of the said Association.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

DAVID C. HUTT, ESQ. #4037  
Notarial Officer pursuant to  
29 Del. Code 54323  
ATTORNEY AT LAW  
Delaware

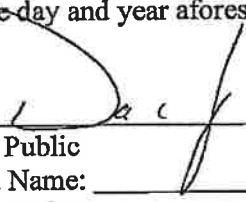
  
\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary expires: \_\_\_\_\_



Attest:  {SEAL}  
Donald K. Meycalf, Secretary

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

**DAVID C. HUTT, ESQ. #4037**  
Notarial Officer pursuant to  
29 Del. Code §4323  
ATTORNEY AT LAW  
Delaware

  
\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Notary expires: \_\_\_\_\_