

Tax Map #2-34-18.00 Parcels #22, #22.03, #615 through #778

Prepared by and return to:

Herring Pointe Development, Inc.

PO Box 212

Lewes, DE 19958

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR BAY POINTE**

This Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of Bay Pointe (hereinafter the "Declaration") is made and entered into this <sup>26<sup>th</sup></sup> day of October, A.D. 2010, by Herring Pointe Development, Inc. (hereinafter referred to as the "Developer"). The original Declaration was recorded in Book 3629, Page 56 and following.

**WHEREAS**, the Developer is the fee simple owner of certain real property located in Sussex County, State of Delaware, identified as lots 1 to 165 shown on that certain plat of the "Bay Pointe Subdivision" dated April 18, 2008, recorded in the Office of the Recorder of Deeds of Sussex County in Georgetown, Delaware, in Plot Book 120 at Pages 203 to 206; and said real property being hereinafter referred to as the "Property"; and

**WHEREAS**, the Developer desires to amend such Declaration

**NOW, THEREFORE**, the Developers hereby declare that all of the property identified in the Final Site Plan recorded in Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Plot Book 120, Pages 203 to 206, shall be held, sold and conveyed subject to the Declaration, as amended, and the changes contained herein ("Amendment") which is for the purpose of protecting the value and desirability of and which shall run with the real property submitted to the Declaration and which shall be binding upon all persons, firms or entities having any right, title or interest in the described property or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each Owner thereof.

A. The following sentence shall be added to end of Section 6.2. of the Declaration:

"No assessments shall be due from any owner until such time as the owner has been issued a building permit from Sussex County."

The effective date of this Second Amendment shall be October 26, 2010.

IN WITNESS WHEREOF, the said has executed this Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions, the day and year first above written.

Gail E. Guel  
Witness

BY: [Signature] (Seal)  
Joseph P. Reed, President

STATE OF DELAWARE;

COUNTY OF SUSSEX;

This instrument was acknowledged before me on October 26, 2010 by Joseph P. Reed, President of Herring Pointe Development, Inc, to be his act and deed and the act and deed of the said Corporation.

[Signature]  
Notary Public

My Commission Expires **KATHRYN A. GURSCHICK**  
**NOTARY PUBLIC DELAWARE**  
**MY COMM. EXPIRES 10-3-2012**

**RECEIVED**

OCT 28 2010

**ASSESSMENT DIVISION**  
**OF SUSSEX COUNTY**

Recorder of Deeds  
John F. Brady  
Oct 28, 2010 09:45A  
Sussex County  
Doc. Surcharge Paid

Tax Map #2-34-18.00 Parcels #22, #22.03, #615 through #778

Prepared by and return to:  
Herring Pointe Development, Inc.  
PO Box 212  
Lewes, DE 19958

**AMENDMENT #2 TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR BAY POINTE**

This Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of Bay Pointe (hereinafter the "Declaration") is made and entered into this 28<sup>th</sup> day of February, 2014, by Herring Pointe Development, Inc. (hereinafter referred to as the "Developer"). The original Declaration was recorded in Book 3629, Page 56 and following, and amended in Book 3836, Page 85 and 86.

**WHEREAS**, the Developer is the fee simple owner of certain real property located in Sussex County, State of Delaware, identified as lots 1 to 165 shown on that certain plat of the "Bay Pointe Subdivision" dated April 18, 2008, recorded in the Office of the Recorder of Deeds of Sussex County in Georgetown, Delaware, in Plot Book 120 at Pages 203 to 206; and said real property being hereinafter referred to as the "Property"; and

**WHEREAS**, the Developer desires to amend such Declaration

**NOW, THEREFORE**, the Developers hereby declare that all of the property identified in the Final Site Plan recorded in Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, in Plot Book 120, Pages 203 to 206, shall be held, sold and conveyed subject to the Declaration, as amended, and the changes contained herein ("Amendment") which is for the purpose of protecting the value and desirability of and which shall run with the real property submitted to the Declaration and which shall be binding upon all persons, firms or entities having any right, title or interest in the described property or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each Owner thereof.

**A.** The date in Section 3.6 of the Declaration shall be changed from December 31, 2014 to December 31, 2017.

**B.** Section 8.22.1 Exceptions paragraph shall be replaced with the following:

**8.22.1** *No accessory structure shall be constructed upon any Lot, except an exterior attached shower, a shed, birdhouse, garage, swing set or similar play structure shall be permitted in the rear yards. In order to maintain the pond views for all Owners, a detached shed, detached garage, swing set or similar play structure shall not be permitted on Lots 14 - 55 or lots 113 - 129. All structures shall be approved in writing by the HPAB prior to installation or construction.*

KS

FD  
KS

C. Section 8.36 shall be added as follows:

**8.36. Boat Storage Area.** The Boat Storage Area located behind lots 1 and 2 shall be restricted to the storage of boats of 30' or less in length that are properly registered to an Owner. The Association shall have the option to allow for the temporary storage of towable campers of 25' or less in length or motor homes of 40' or less in length, if the facility is not being fully utilized for boat storage. Priority shall be given to boat storage. No homeowner shall be permitted to store more than one (1) boat. All boats shall be currently registered with the State of Delaware and no boat shall be stored for more than fifteen (15) months without be used (i.e. put in the water). The Association shall maintain the Boat Storage area grounds and shall have the option to charge a reasonable fee for Owner use of said facility in order to offset the maintenance costs.

IN WITNESS WHEREOF, the said has executed this Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions, the day and year first above written.

*Kathryn A. Gurdock*  
Witness

BY: *Joseph P. Reed* (Seal)  
Joseph P. Reed, President

STATE OF DELAWARE;

COUNTY OF SUSSEX;

Recorder of Deeds  
Scott Dailey  
Mar 20, 2014 03:46P  
Sussex County  
Doc. Surcharge Paid

This instrument was acknowledged before me on February 28, 2014 by Joseph P. Reed, President of Herring Pointe Development, Inc, to be his act and deed and the act and deed of the said Corporation.

*Kathryn A. Gurdock*  
Notary Public

**RECEIVED**

MAR 20 2014

**ASSESSMENT DIVISION  
OF SUSSEX COUNTY**

My Commission Expires

*9-18-16*



Tax Parcel Nos. 2-34-18.00-22.00,  
22.03, & 615 to 778

Prepared by/Return to:  
Robert J. Valihura, Jr., Esquire  
Morton, Valihura & Zerbato, LLC  
3704 Kennett Pike, Suite 200  
Greenville, DE 19807

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR BAY POINTE**

Pursuant to Article XII, Section 12.6.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Bay Pointe (the "Declaration"), at least 66% of owners of Lots in Bay Pointe consented to amend the Declaration, the original of which is recorded in the Office of Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 3629, Page 56. The Declaration is hereby amended as follows:

1. Amend Article VI, Section 6.3.9 by deleting it in its entirety and replacing it with the following:

"6.3.9 The Board of Directors shall maintain separate funds to administer the financial activities of the Association. The number and purpose of funds will be based on needs of the Association as determined by the Board of Directors with input from the community. The established funds shall include the Operating Fund, the Operating Reserve Fund and the Repair and Replacement Fund.

6.3.9.1 The Operating Fund is to be used to administer all transactions of receipts and disbursements in the ordinary course of business within the normal cycle of the Operating Budget year. Funds shall be maintained in interest bearing demand deposit account(s) insured by the FDIC.

6.3.9.2 The Operating Reserve Fund is to hold monies that are available when there is an excess of receipts less disbursements from the Operating Fund(s) at the end of a Budget year. Conversely, if receipts are less than disbursements, the deficit will be covered by reducing cumulative balance in the Operating Reserve account(s). The Operating Reserve Fund can be used for the following:

- A. Board of Directors approved purchases of Long-Term assets;
- B. At the discretion of the Board, the purchase of goods or services that are significant (project costs in excess of \$2,000 that may include multiple vendors/contractors) that are emergency in nature or considered unexpected from the normal course of operations; and
- C. Any operating shortfalls or losses that may occur in any budget year.

These fund(s) shall be maintained in either an interest-bearing account secured by the FDIC or USA federal / state agency or, if Board approved, be invested in securities such as high-quality commercial bonds, stocks, mutual funds with the objective of security, preservation of principal and annual returns that meet or exceed the average consumer price index (CPI) on a national basis. To provide for safety and liquidity of these funds, the Board of Directors shall be restricted from engaging in the following activities:

- A. Short selling, margin purchases and purchasing private placements;
- B. Trading in options, commodities or other futures;
- C. Investing in individual securities or emerging markets;
- D. Investing in securities issued by an investment manager of the Association;
- E. Investing in non-marketable securities; and
- F. Investing in Derivatives.

No more than 20% of the total portfolio may be invested in any one industry group and no single company shall exceed 10% of the value of the portfolio.

6.3.9.3 The Repair and Replacement Reserve Fund is to be used for the purpose of repairing or replacing long-term assets owned by the Association. These assets (including additions thereto) should be identified in an independent (third party) Reserve Study. The Reserve Study shall estimate the future value of costs and timing of repairs and replacements of the community assets. Updates to the Reserve Study shall be made every three years to provide assurance that sufficient reserves have been set aside to cover the estimate of asset repairs and replacements.

These funds shall never be used to pay for operational expenses.

These funds shall be maintained in either an interest-bearing account secured by the FDIC or USA federal / state agency or, if Board approved, be invested in securities such as high-quality commercial bonds, stocks, mutual funds with the objective of security, preservation of principal and annual returns that meet or exceed the average consumer



BE IT REMEMBERED, that on this 8<sup>th</sup> day of March, A.D., 2022 personally appeared before me, the Subscriber, a Notary Public for the State of County aforesaid Barbara Jasinski, President of Bay Pointe Homeowners Association, Inc., party to this Indenture, known to me personally to be such, and she acknowledged this Indenture to be her act and deed and the act and deed of said corporation.

GIVEN under my Hand, the day and year aforesaid.

Genevieve Marie Lanning  
NOTARY PUBLIC

Print Name: Genevieve Lanning

Commission Expires: July 16, 2022

Genevieve Marie Lanning NOTARY PUBLIC STATE OF DELAWARE My Commission Expires July 16, 2022
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CERTIFICATE  
OF THE PRESIDENT OF BAY POINTE HOMEOWNERS ASSOCIATION, INC.

Pursuant to Article XII, Section 12.6.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Bay Pointe (the "Declaration"), I hereby certify, under oath, that owners of lots in Bay Pointe amounting to no less than 66% of the entire lots in Bay Pointe have as of August 13, 2021, submitted to the Bay Pointe Homeowners Association, Inc. (the "Association") written consents adopting the amendment to the Declaration submitted herewith.

IN WITNESS WHEREOF, the undersigned President of the Association hereby make and file this Certificate, this 8<sup>th</sup> of March, 2022.

BAY POINTE HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Witness  
By: Barbara Jasinski (SEAL)  
Name:  
Title: President

STATE OF DELAWARE :  
:  
: SS  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 8<sup>th</sup> day of March, A.D., 2022 personally appeared before me, the Subscriber, a Notary Public for the State of County aforesaid Barbara Jasinski, President of Bay Pointe Homeowners Association, Inc., party to this Indenture, known to me personally to be such, and she acknowledged, under oath, this Indenture to be her act and deed and the acts and deed of said corporation.

GIVEN under my Hand, the day and year aforesaid.

Genevieve Marie Lanning  
NOTARY PUBLIC

Genevieve Marie Lanning  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires July 16, 2022

Print Name: Genevieve Marie Lanning

Commission Expires: July 16, 2022

Tax Parcel Nos. 2-34-18.00-22.00,  
22.03, & 615 to 778

Prepared by/Return to:  
Robert J. Valihura, Jr., Esquire  
Morton, Valihura & Zerbato, LLC  
3704 Kennett Pike, Suite 200  
Greenville, DE 19807

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR BAY POINTE**

Pursuant to Article XII, Section 12.6.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Bay Pointe (the "Declaration"), at least 66% of owners of Lots in Bay Pointe consented to amend the Declaration, the original of which is recorded in the Office of Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 3629, Page 56. The Declaration is hereby amended as follows:

1. Amend III, Section 3.6 of the Declaration by adding a new Section 3.6.1 as follows:

"3.6.1. Code of Conduct. In order to qualify to serve on the Board of Directors, a person, whether elected or appointed as a Director, must agree to be bound by the terms of the Bay Pointe Leadership Code of Conduct and must acknowledge that agreement by signing the Bay Pointe Leadership Code of Conduct. The Bay Pointe Leadership Code of Conduct may be amended from time to time by a majority vote of the Board of Directors. A Director, who is found in violation of the Bay Pointe Leadership Code of Conduct by a majority vote of the remaining Directors, shall be deemed to have consented to have voluntarily resigned from the Board of Directors, and shall no longer be a member of the Board of Directors upon such vote."

IN WITNESS WHEREOF, the undersigned President of the Association hereby make and file this Certificate, this 1st of July, 2022.

BAY POINTE HOMEOWNERS ASSOCIATION, INC.

Wanda L Jones  
Witness

By: Barbara Jasinski (SEAL)  
Name:  
Title: President



Tax Parcel Nos. 2-34-18.00-22.00,  
22.03, & 615 to 778

Prepared by/Return to:  
Robert J. Valihura, Jr., Esquire  
Morton, Valihura & Zerbato, LLC  
3704 Kennett Pike, Suite 200  
Greenville, DE 19807

**AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR BAY POINTE**

Pursuant to Article XII, Section 12.6.1 of the Declaration of Covenants, Conditions, Easements and Restrictions for Bay Pointe (the "Declaration"), at least 66% of owners of Lots in Bay Pointe consented to amend the Declaration, the original of which is recorded in the Office of Recorder of Deeds, in and for Sussex County, Delaware, in Deed Book 3629, Page 56. The Declaration is hereby amended as follows:

1. Amend Article I of the Declaration by adding alphabetically in such Article the following additional Definitions:

**"BANNER"** – Shall mean any cloth bearing one or more slogans, team names, logos, other designs, or organization name that is visible from a common area, street, or from a lot not owned by the person displaying the same."

**"CAMPAIGN SIGN"** – Shall mean any sign advocating for or against specific persons for an elected or appointed position, whether for a local, county, state, federal governmental or non-governmental (including without limitation any nonpolitical voluntary association or corporate) position or urging for or against any position, proposition, or action for any local, county, state, federal governmental or nongovernmental proposal or proposition."

**"SIGNS"** – Shall mean, without limitation, any pictures and/or symbols, writing in any language, numbers, and/or formulas, communicating information or advocating for or against anything, on any surface, including flags, banners, decorations, and buntings, of any material or combination of materials."

