

SOUTH SHORES OF CEDAR CREEK POND

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned SOUTH SHORES OF CEDAR CREEK POND, INC., a corporation of the State of Delaware, with offices at 15 N. Walnut Street, Milford, Sussex County, Delaware, is the owner of the premises shown upon the plot of SOUTH SHORES OF CEDAR CREEK POND, hereinafter referred to as "South Shores", which is dated September, 1988 and of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 42, Page 88, and we do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereinafter acquiring any property or lots upon said plot that said lots are hereby subjected to the following restrictive covenants, reservations, and remedial clauses, as to the use thereof, running with said property by whomsoever owned, to wit:

1. All lots shall be used for residential purposes and all lots shall be restricted and limited to single family residential purposes and uses only. No lots shall be used for business, commercial, medical, group residential, community counseling or similar purposes.

2. Not more than one dwelling shall be erected upon any one lot, except a private garage or other small accessory building in addition to the dwelling. The use of any such garage or accessory building or dwelling shall not include any activity conducted as a business, and no such garage or accessory building may be constructed prior to the construction of the main dwelling. The main dwelling, garage or accessory building may include a guest suite or like facility, but any such suite must be without a kitchen and may not be rented, used, leased or occupied except as a part of the entire premises including the main dwelling.

3. Nothing herein contained shall deny any lot owner the right to construct a dwelling so as to rest on more than one lot. No lot as delineated on the aforesaid plot shall be subdivided, sold or otherwise aliened in a lesser or smaller parcel than shown on the aforesaid plot, unless the main dwelling is so constructed as to rest on more than one lot.

4. ~~One (AMENDED IN 1990) single family dwelling may be placed, erected, altered, and occupied upon any numbered lot in South Shores. Each such dwelling shall not be less than one thousand three hundred (1,300) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops, basements, and the like.~~

AMENDED IN 1990
TO SET MINIMUM
AT 1,400 SQ FT

5. The main dwelling erected and maintained upon any numbered lot in South Shores shall front or face toward the subdivision streets.

6. All sewage systems must have approval from the Delaware Department of Natural Resources and Environmental Control, or any agency thereof or any similar agency.

7. The following building setback lines are hereby established and no building nor any part thereof shall be erected in any of the yard requirements:

a. The front yard setback shall be thirty (30) feet from the nearest right-of-way line;

b. The rear setback line shall be twenty-five (25) feet from the rear line of each numbered lot.

c. There shall be two sideyards, each of which shall be fifteen (15) feet from their respective sidelines of each such lot.

8. Fuel tanks, gas tanks, or similar storage receptacles shall be buried under ground.

9. No boundary fence or wall shall be constructed to a height of more than four (4) feet, and no boundary line hedge or shrubbery shall be permitted to a height of more than four (4) feet.

10. It shall be the responsibility of each numbered lot owner to prevent the development of any unclean, unsightly, or unkept conditions of the buildings or grounds upon such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the beauty of the specific area. No noxious or offensive activity shall be carried on upon any numbered lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained on any lot any plant, animal, device or thing of any sort the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other property in the neighborhood by owners thereof.

11. No structure of any temporary character and no tent, trailer, shack, or other outbuilding, except as provided herein, shall be placed on any numbered lot within South Shores at any time except during periods of construction for storage or materials and such temporary structures for storage or materials ~~shall not in any event be used for living quarters.~~

12. The following general prohibitions and requirements shall prevail as to the constructions or activities conducted on any lot on South Shores:

a. Once construction of any building has been commenced, such construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder, or contractor as the case may be. Cessation of work before construction of building once started and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state and the same shall be deemed to be a public nuisance;

b. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications;

c. No stripped down or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any lot or any street in South Shores.

d. No advertising signs shall be permitted upon any numbered lot in South Shores except a sign offering the premises for rent or sale, or both, may be displayed upon the lot which is for sale or for rent and any such sign shall not exceed eighteen (18) inches by twenty-four (24) inches in size;

e. No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any lot.

f. No more than one television satellite receptacle dish may be placed on any lot. No dish shall be higher from the ground than the roof line of the residence erected on the lot without the written consent of the Board of Directors of the Association. Any dish erected on a lot shall be at the rear of the lot in back of the residence.

g. Any liquid propane or similar gas tank or vessel which is commercially refillable from a supply truck shall be buried underground. Any such tank or vessel which is refillable by exchanging the tank may be stored above ground but in such a manner so as not to be visible or exposed. Such tanks may be kept close to the residence provided they are sheltered by, but not limited to, shrubbery, lattice frames, housings consistent with the exterior materials of the residence and the like. Small propane tanks for such items as travel trailers or barbecue grills shall be likewise discreetly maintained if not attached to the grill, trailer or the like.

13. Nothing contained herein shall be construed as an obligation of the grantors, or their heirs, executors, administrators, and assigns to remove underbrush or rubbish, or cut grass on any lots owned by them or their heirs, executors, administrators, and assigns. Individual owners of lots in South Shores; ~~however, do hereby covenant and agree to be responsible for the appearance for such lot or lots sold or otherwise conveyed to them by cutting grass and brush and by removing trash and rubbish~~

therefrom at all reasonable times. Should such owners fail to maintain the appearance of such lots, as determined by the grantors, their heirs, executors, administrators, or assigns, the grantors, for themselves, and for their heirs, executors, administrators, and assigns, reserve the right and privilege to enter upon such property for the purpose of maintaining the appearance of any improved or unimproved lot, the cost of which is to be borne by the lot owner or owners.

14. a. Every person who acquires title, legal or equitable, in any lot in South Shores shall become a member of SOUTH SHORES OF CEDAR CREEK POND OWNERS ASSOCIATION; provided, however, that such membership is not intended to apply to those persons, firms, or corporations who hold an interest in any such lot merely as security for the performance of any obligation to pay money; namely, mortgages, deeds of trust, or real estate contract purchases. However, if such persons, firms, or corporations should realize upon their security and become the real owner or owners of a lot within South Shores, such persons, firms, or corporations will then be subject to all the requirements and limitations imposed in these Restrictions on such owners within South Shores and all members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

b. The general purpose of the Association shall be to further and promote the community welfare of the property owners in both portions of South Shores.

c. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of South Shores.

d. The Association shall have all the powers that belong to it by operation of law. The Association shall be governed by a Board of Governors of not less than three (3) nor more than five (5) members, all of whom shall be property owners in South Shores. Prior to the sale of twenty-five percent (25%) of the lots laid out by the Grantors and designated as South Shores, the Grantors or their heirs, executors, administrators or assigns, may, in their discretion, appoint a Board of Governors of South Shores Property Owner's Association consisting of not less than three (3) nor more than five (5) members as well as to appoint the respective successors thereof. After the sale of twenty-five percent (25%) of the number of lots laid out by it in South Shores, such Board of Governors shall be selected, elected and appointed by the vote in person or by proxy of the individual owners of the majority of the lots located in South Shores, the owner or owners thereof to have one (1) vote for each lot owned by him, her, them or it, as the case may be. Upon the establishment of such Board of Governors, in any manner as aforesaid, such Board of Governors shall thereupon succeed to all the privileges, powers, rights and authority reserved by, vested in, and

exercised by the Declarant, its successors and assigns, or such Board of Governors as provided herein.

15. Each lot owner in South Shores, covenants to pay to South Shores Property Owners' Association, and its successors, on February 1, 1990, and on February 1st of each year thereafter a maintenance assessment, such assessment to be Fifty Dollars (\$50.00) per lot for the calendar year 1990 and such assessment thereafter to be determined by the Board of Governors of South Shores Property Owner's Association for each and every lot owned by said property owner in South Shores. The proceeds received by South Shores Property Owner's Association shall be used and expended by it for the installation, construction, repair, maintenance and the like of streets, drainage easements, walkways, recreation areas, water system, electrical transmission facilities, lighting for streets and recreation areas, and similar purposes. It shall be the responsibility of South Shores of Cedar Creek Pond Owners Association to maintain all drainage easements as shown on the plot of South Shores, recorded at Plot Book 42 Page 88, the cost of said maintenance to be taken out of the assessments aforesaid. Each such maintenance assessment shall be and constitute a lien upon the respective lot or lots of such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid.

16. To the extent the Grantor has entered into any contracts with any utility services for the provision of cable television or radio reception, electrical service, street lighting, water supply system or the like, such contracts shall be assigned to and assumed by the lot owners and the South Shores Property Owners' Association, as their interests may appear, and the lot owners and the Association shall be responsible for performance of the Grantor's obligations under such agreements and the lot owners and the Association shall likewise receive all benefits to accrue to the Grantor under said contracts.

17. A water supply system shall be installed by the Grantor and each lot shall be required to connect to said water system as a condition of purchase and construction of a residence thereon. Such connection fees shall be paid at the time of settlement for each lot purchased and shall be set by the Grantor as a condition of the contract to purchase and sale. Each lot shall be likewise subject to a periodic charge for water use which shall be established by the operator of the system in accordance with the prevailing laws and regulations which shall apply to such utility service.

18. Nothing herein contained herein shall be construed in any manner so as to impose upon the Declarant, its successors, and assigns, any liability for property damage and/or personal injury occurring to any person or persons whomsoever for or by reason of the use of the ways, roads, streets, lands, easements, common areas, or similar conditions, of any of them in South Shores.

19. All side and rear lot lines are reserved for the centerline of a ten (10) foot drainage or utility easement, this reservation being in addition to those easements specifically set out in the plot plan of South Shores as filed in Plot Book 42, Page 88, as recorded in the Office of the Recorder of Deeds, Georgetown, Delaware.

20. These Restrictions may be amended by and with the written consent of no less than sixty percent (60%) of the owners of all the lots in South Shores. The owners of the various lots shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to these Restrictions or any of them at any time hereafter. Any such waiver, abandonment, termination, modifications, alteration, change, amendment, or addition shall take effect when a copy thereof executed and acknowledged by each of the lot owners who assent thereto in accordance with the usual form of execution and acknowledgement of deeds to land, shall have been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same thereafter shall remain in effect in perpetuity, unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended, or added to as the case may be. In the taking of any such vote, or the obtaining of any such written consent the taking of any such vote, or the obtaining of any such written consent to the lot owners of South Shores, each owner shall have as many votes or consents as he may own lots situate in South Shores. Alternatively, any waiver, abandonment, termination, modification, alteration, change, amendment or addition to be recorded may be accompanied by a verified Certificate of the President or other appropriate officer of the South Shores of Cedar Creek Pond Owners Association verifying the date, time and place of a meeting of the owners of all of the lots in South Shores and the nature of the vote thereof in support of any such proposal which, when acknowledged and attached to the document to be recorded, shall constitute a presumption that such amendment shall have been properly obtained in accordance with this paragraph without the necessity of the written consent of all of the lot owners for purposes of recordation.

21. The invalidating of any one of the foregoing Restrictions by any Court of any competent jurisdiction shall in no way affect or impair the full force and effect of all other Restrictions set forth herein and in such event all other Restrictions not expressly invalidated thereby shall remain in full force and effect.

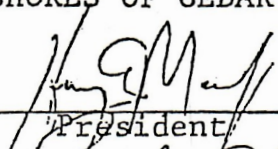
22. In addition to any other regulation, requirement or the like with respect to the construction of improvements on any lot in South Shores, each lot owner shall submit a copy of a proposed building site plan showing the location of any proposed improvements on the property to the Sussex Soil and Water Conservation District, or its successors, for such permits or approvals as may be appropriate at the time construction is to commence.

23. To insure compliance with environmental laws and regulations, septic systems to be erected or installed on any lot in South Shores shall be in accordance with a plan of South Shores as the same may more fully and at large appear by reference to an exhibit filed for record in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware, which may simultaneously or hereafter be recorded and which is incorporated herein by reference. All septic systems to be placed, erected or installed on each lot shall be in conformity with the said exhibit and each lot owner shall provide to the developer or homeowners association, proof of his or her compliance with these requirements. Deviations from the approved plan shall only be allowed with the express written consent of the developer or homeowners association and the Department of Natural Resources and Environmental Control, or their successors. If no such plan is filed at the time any lot owner begins construction, then the placement of said system shall be in accordance with the regulations then in existence.

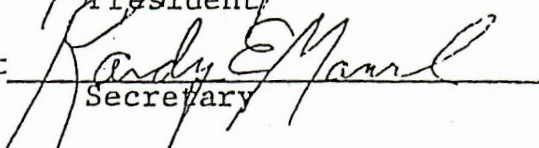
IN WITNESS WHEREOF, SOUTH SHORES OF CEDAR CREEK POND, INC., has caused this instrument to be executed by its proper corporate officers and its corporate seal to be hereunto affixed this 19th day of September 1989.

SOUTH SHORES OF CEDAR CREEK POND,
INC.

By


President

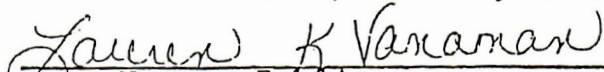
Attest


Secretary

STATE OF DELAWARE *
* SS.
COUNTY OF KENT *

BE IT REMEMBERED, that on this 19th day of September 1989 personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, HARVEY MARVEL, JR., President of SOUTH SHORES OF CEDAR CREEK POND, INC., a corporation of the State of Delaware, 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 deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

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


Notary Public

2561

SOUTH SHORES OF CEDAR CREEK POND
AMENDMENT TO RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SOUTH SHORES OF CEDAR CREEK POND, INC., a corporation of the State of Delaware, the owner of the premises shown upon a plot of South Shores of Cedar Creek Pond, hereinafter referred to as "South Shores", which is dated September, 1988, and of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 42, Page 88, does hereby, pursuant to the provisions of paragraph 20 of the restrictions governing South Shores, said restrictions being dated September 19, 1989 and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, in Deed Book 1674, Page 174, do hereby amend the said restrictions as follows:

1. Paragraph 4 of the restrictions shall be amended by striking the phrase "one thousand three hundred (1,300)" as it appears in the second sentence of said paragraph and substituting in lieu thereof the phrase "one thousand four hundred (1,400)".

2. In all other respects, the restrictions are hereby reaffirmed and ratified and shall continue in full force and effect.

IN WITNESS WHEREOF, South Shores of Cedar Creek Pond, Inc., has caused this instrument to be executed by its proper corporate officers and its corporate seal to be hereunto affixed this 25th day of January, 1990.

SOUTH SHORES OF CEDAR CREEK POND,
INC.By [Signature]
PresidentAttest [Signature]
Secretary

STATE OF DELAWARE

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: SS.

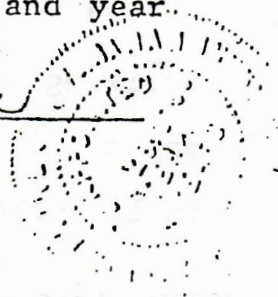
COUNTY OF KENT

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BE IT REMEMBERED that on this 25th day of January, 1990, personally came before me, a Notary Public for the State and County aforesaid, HARVEY MARVEL, JR., President of SOUTH SHORES OF CEDAR CREEK POND, INC., a corporation existing under the laws of the State of Delaware, 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 deed of the corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation and that this act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation, and that the corporation is the owner of record of all of the lots of South Shores of Cedar Creek Pond.

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

[Signature]
Notary Public



6. RUSSELL 430.492
DOC. SURCHARGE PAID

90 FEB -9, PM 2:55

RECORDER OF DEEDS
SUSSEX COUNTY