

OCT. 1983

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BOOK 1225 PAGE 304

DECLARATION OF  
RESTRICTIVE COVENANTS AND REMEDIAL CLAUSES  
FOR SYLVAN ACRES

WAPLES MILL POND ASSOCIATION, a partnership of the State of Delaware, JAMES C. WELLS, JR., HILDA I. WELLS LANKFORD, WILLIAM L. CROUCH and NANCY J. CROUCH, his wife, RANDALL JOHNSON and ROBIN LEE JOHNSON, his wife, SUSAN B. RUH, NORVAL W. HEARN, JR. and ROSEMARY G. HEARN, his wife, MARIE M. HOLLINGSWORTH, RICHARD A. PASSWATERS and IDA B. PASSWATERS, his wife, ERIC RAMBO and WENDY RAMBO, his wife, DENNIS W. REED, RUSSELL REID PALMER, GEORGE T. LYNCH, III and VIRGINIA M. LYNCH, his wife, KEVIN JOSEPH HEARN, and CARL W. WILSON, being a part of the owners of all of the lots in Sylvan Acres, a subdivision more fully shown and delineated on a plot of said subdivision of record in the Office of the Recorder of Deeds in and for Sussex County at Plot Book 8, Page 324, and also on a plot of said subdivision of record in the Office of the Recorder of Deeds in and for Sussex County at Plot Book 11, Page 103, for themselves, their heirs, executors, administrators and assigns, jointly and severally, covenant with each other that:

IT IS HEREBY EXPRESSLY STIPULATED AND UNDERSTOOD that all lots, lands and premises shown within the aforesaid plots or subdivision plans referred to above and recorded in the Office of the Recorder of Deeds in and for Sussex County as stated above, are subject to the following covenants, reservations, restrictions and remedial clauses for the purpose of protecting property value, and for providing the quiet, peaceful enjoyment of these properties as a desirable residential area. Said covenants, reservations, restrictions and remedial clauses shall run with the land and be binding thereon except where specifically stated otherwise, and shall bind the heirs, administrators, executors or assigns of the said owners of lots.

Any deed, lease, conveyance, or contract made in violation of this Agreement or Declaration of Restrictions shall be void, and may be set aside upon petition of one or more of the parties hereto, and all successors in interest, heirs, executors, administrators or assigns, shall be deemed parties to the same effect as the original signers; and when such conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased or conveyed until paid, and such lien may be enforced in such manner as the court may order.

This Agreement or Declaration of Restrictions constitutes a mutual covenant running with the land, and all successive future owners shall have the same right to invoke and enforce the provisions herein contained as the original signers hereof.

1. All buildings erected upon any lot or lots located within the aforementioned subdivision shall be restricted and limited to residential uses and purposes only.
2. No building shall be designed for or used for the accommodation of more than one family, and no structure shall be erected on the property in addition to the dwelling house, except a garage for the use of privately owned automobiles.

3. No building shall be erected on less than any one lot as shown on the aforesaid plots of the said subdivision. However, nothing herein contained shall deny to any owner the right to erect a single family dwelling on more than one lot.
4. All dwellings constructed on said lots shall have a minimum square footage or floor area of 1,000 square feet in the case of a one-story structure and 1,500 square feet in the case of a two-story structure. The floor area for any dwelling, as mentioned herein, excludes basements, attached garage, porches and carports.
5. Upon commencement of construction, by a lot owner other than the developer, Waples Mill Pond Association, the owner of the lot must complete the home with reasonable diligence and promptness. The owner of any lot must, during the time the lot is vacant and undeveloped, maintain the appearance of the lot in a neat and presentable manner at all times. This maintenance shall include the regular cutting of the grass and removal of any debris that may accumulate upon the lot, and any other maintenance which is normal and necessary to keep the lot in a neat and presentable condition.
6. All gas and/or oil containers must be completely recessed under ground.
7. No trade or business of any kind or character, nor any building designed or intended for such use, shall be erected, permitted, maintained or operated within the subdivision.
8. No noxious or offensive activity shall be carried on or conducted upon any lot, nor shall anything be done, kept or maintained upon any such lot which may itself, or in the manner of its keeping, constitute a nuisance to the neighborhood.
9. No bees, hogs, poultry, cattle, or other livestock shall be kept upon any portion of any lot. This provision shall not apply to domestic household pets. No vegetable gardens shall be planted or maintained on any lot.
10. No signs, notices or advertising matter of any nature or description shall be erected, used or permitted upon any of the said lots except such advertising of lots and homes as is agreeable to the developer, Waples Mill Pond Association, its successors or assigns.
11. No boats, boat trailers, trailers, recreational vehicles, etc. may be kept on any lot unless they are either kept out of the public view, or behind the rear building line.
12. No mobile home or trailer shall be placed upon any lot within the subdivision.
13. No trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
14. No privy or other outside toilet facility shall be constructed or maintained on any lot. Septic tanks, sewage disposal systems, and drinking water facilities shall conform to all requirements established by any and all governmental agencies having jurisdiction over the subdivision. Each lot owner must

connect with central and/or public sewer and/or water facilities if and when the same become available.

15. No building, house, fencing or other structures shall be commenced, erected, or maintained, nor any addition to, change, or alteration thereon shall be made until plans and specifications showing the nature, kind, shape, height, materials, floor plan, color schemes, locations and approximate cost of such structures, and the grading plan of the lot to be built upon, shall have been submitted and approved in writing by the developer, Waples Mill Pond Association, and any copy thereof as finally approved having been permanently filed with the said developer. The developer shall have the sole and complete authority to approve or disapprove plans and specifications submitted to it, without the right of appeal by the owner or owners. In the event that a building control committee is established, all functions of construction plan review shall be carried out by the said building control committee of the property or any home owners association.
16. All dwellings will be constructed square or parallel to either side line of an individual lot. Lots with curved frontage may have dwellings constructed square or parallel to either side line or the chord of the arc.
17. All dwellings must conform to the applicable county zoning regulations in effect at the time construction is commenced with respect to set back from front, side or rear lot lines, and with respect to any and all other requirements of said county zoning regulations.
18. These restrictions shall not be binding upon and shall not have any force and effect upon the premises conveyed to James C. Wells, Jr. by deed dated April 7, 1983 and of record in the Office of the Recorder of Deeds in and for Sussex County at Deed Book 1171, Page 94.
19. The term "owners" as used in this instrument of writing shall be synonymous with the word "declarants" as used in this instrument of writing. The word "developer" in this instrument of writing shall mean Waples Mill Pond Association, a partnership of the State of Delaware, which is also one of the owners or declarants. It is expressly stated and provided that nothing herein contained shall constitute a dedication of any street shown on the aforesaid plots of the aforesaid subdivision, the title to such streets being hereby reserved to the developer. No deed from the developer, heretofore or hereafter made, shall be considered to convey title to, or dedicate the bed of any street except where expressly so conveyed or dedicated in the deed. The developer hereby gives and grants to each owner and each declarant the right to use such of the streets shown on the said plots as may be necessary for reasonable and convenient ingress and egress between the land belonging to such owners and the nearest public road, but, subject to such use by said owners, the developer hereby expressly reserves to itself, or to any property or home owners association receiving a conveyance of the same, or any governmental authority or entity receiving a conveyance of the same, the title to both the surface and beds of all said streets, and the right to use and occupy the same or to allow others to do so in any manner that does not materially interfere with the said user of ingress and egress, and it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partly close, any street or road shown on said plots, but no change of location or closing shall be made that will prevent a reasonable and convenient ingress or egress to or from, or take any portion of, any lot sold or conveyed by the developer prior to such change of location or closing. It is the intention of the

parties hereto that, at such time as may be deemed appropriate by the developer, the streets or roadways within the subdivision shall be dedicated to the State of Delaware or any other appropriate governmental authority for maintenance of the same. The developer expressly reserves, however, the right to dedicate to the public use and the right to convey to any public authority, including the State of Delaware, or to any corporation or association having the power to acquire the same, all rights, title and interest in and to any and all streets or roadways shown on the said plots or hereafter laid out in the said subdivision subject to the rights of uses herein before granted to the declarants, withholding and reserving only to itself an easement authorizing the grantors to install drainage or other necessary pipes and related improvements under the surface of the aforesaid streets or roadways.

20. No fences shall be permitted in front of the front building line of any lot. No tents, shacks or sheds shall be permitted. No detached structure of any type shall be erected on a lot unless prior written approval is obtained from the grantor, or the building control committee.

21. No clothes drying shall be permitted in front of the house building line and must be shielded from the public view at all times.

22. No trash receptacles shall be visible except on the day of garbage or trash pick-up, and then the same must be removed from view the same day as the pick-up.

23. No walls, party walls, or fences shall be erected unless approved by the developer, or a building or architectural control committee having authority to grant such approval.

24. Hedges shall not exceed three feet in height in front of the front building line.

25. Antennas must be placed to the rear of the dwelling.

26. No outdoor incinerator shall be maintained or used on any lot.

27. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the parties hereto, their successors and assigns, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove at the expense of the owner thereof, any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

28. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the grantees of the owner of any lot in the subdivision, their respective legal representatives, heirs, successors or assigns, and failure by the grantors or grantees of any lot owner to enforce any restrictions, conditions, covenant or agreement herein contained shall, in no event, be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

29. The developer reserves unto itself, its successors and assigns, an easement over the individual lots in the subdivision for the purpose of installing any necessary drainage pipes or ways and in addition thereto, the easements, if any, as may be shown and

delineated on the plot plans prepared by the developer's surveyor, amended from time to time, and recorded in the Office of the Recorder of Deeds in and for Sussex County, at Georgetown, Delaware, for the erection, construction, and use of poles, wires and other equipment for the transmission of electricity, telephone, water and other items of public convenience and necessity. Nothing contained in this reservation shall be construed to obligate the developer, its successors and assigns, to build, construct, or otherwise improve the lands herein reserved. Each owner of each lot hereby agrees to run all wiring from the street to the home underground.

30. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them and shall continue in force and effect until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of two-thirds (2/3) of all the "property owners" in the development at the time the vote is taken. The number of votes allowed for each property owner shall be defined in the Certificate of Incorporation of the home owners or property owners association, and reference should be made thereto for said qualification. Any and all costs involved in the creation and maintenance of any home owners association or property owners association shall be born by the owners or declarants, and the developer shall not be responsible for any such costs in anyway.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of this 30th day of October, A.D., 1983.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WAPLES MILL POND ASSOCIATION

[Signature]  
Witness  
[Signature]  
Witness

BY: Hilda I. W. Lankford Partner  
BY: Hilda I. W. Lankford, trustee Partner

Hilda I. W. Lankford  
Witness  
Estelland L. Isaac  
Witness

[Signature] (SEAL)  
JAMES C. WELLS, JR. 422-4732  
Hilda I. Wells Lankford (SEAL)  
HILDA I. WELLS LANKFORD 654-3761

[Signature]  
Witness  
[Signature]  
Witness  
[Signature]  
Witness  
[Signature]  
Witness

[Signature] (SEA)  
WILLIAM L. CROUCH  
[Signature] (SEAL)  
NANCY J. CROUCH 678-6075-home  
684-4791-office  
[Signature] (SEAL)  
RANDALL JOHNSON 684-8976  
[Signature] (SEAL)  
ROBIN LEE JOHNSON

AMENDED RESTRICTIVE COVENANTS FOR SYLVAN ACRES  
CEDAR CREEK HUNDRED, SUSSEX COUNTY, DELAWARE

KNOW ALL MEN BY THESE PRESENTS: That Sylvan Acres Homeowners Association, a corporation of the State of Delaware, of R.D. 1, Box 153, Milton, Delaware 19968, the owner's association of a subdivision known as Sylvan Acres, situate in Cedar Creek Hundred, Sussex County, Delaware, of record in the Office of the Recorder of Deeds in and for Sussex County at Plot Book 8, Page 324, and on a plot of record in the Office of the Recorder of Deeds in and for Sussex County at Plot Book 11, page 103 as reference thereunto being had will more fully and at large appear.

FURTHER, that all lots, lands and premises shown within the aforesaid plots or subdivision plans referred to above and recorded in the Office of the Recorder of Deeds in and for Sussex County as stated above, are subject to the restrictive covenants, reservations, restrictions and remedial clauses of record in the in Deed Book 1225, at page 304 in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware as reference thereunto being had will more fully and at large appear.

FURTHER, Sylvan Acres Homeowners Association on behalf of itself and its successors and assigns, doth hereby warrant, declare, covenant and agree to and with ALL FUTURE OWNERS OF ANY LOT OR LOTS SITUATE IN SYLVAN ACRES, and several present owners, as shown and delineated upon the subdivision Plot thereof, as aforementioned, and their respective heirs, successors and assigns, as the case may be, that all of the Lots shown and delineated upon the subdivision Plot thereof, as aforementioned, and each of them, as well as the property and estate therein, are hereby subjected to and shall hereafter be conveyed subject to the following Amended Restrictive Covenants for Sylvan Acres:

Paragraph 4 of said restrictive covenants shall be amended and in henceforth shall read as follows:

4. All dwellings constructed on said lots shall have a minimum square footage or floor area of 1,200 square feet in the case of a one-story structure and 1,600 square feet in the case of a two-story structure and no less than a 5/12 roof pitch. The floor area for any dwelling, as mentioned herein, excludes basements, attached garage, porches and carports.

IN WITNESS WHEREOF, SYLVAN ACRES HOMEOWNERS ASSOCIATION pursuant to the written consent of two-thirds of all the lot owners in the development has caused these presents to be signed by its President, and its corporate seal to be by him hereto affixed, attested by its Secretary, this 7<sup>th</sup> day of June, A.D. 1989.

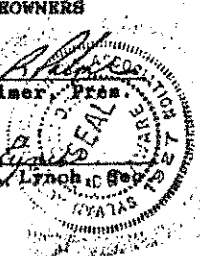
Signed and sealed  
in the presence of.

Russell E. Palmer

SYLVAN ACRES HOMEOWNERS  
ASSOCIATION

BY: Russell E. Palmer  
Russell E. Palmer, Pres.

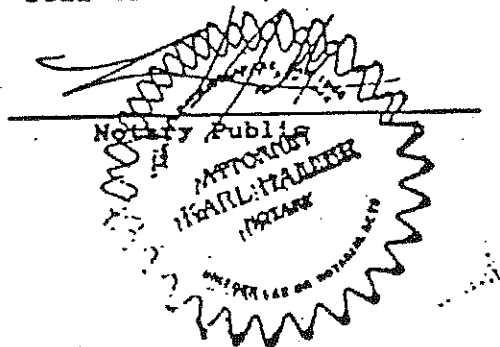
ATTEST: Virginia W. Lynch  
Virginia W. Lynch, Sec'y



STATE OF DELAWARE :  
 : ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 8 day of June, A.D. 1989, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, RUSSELL R. PALMER President of Sylvan Acres Homeowners Association, and VIRGINIA W. LYNCH, secretary of said Homeowners Association, known to me personally to be such, and acknowledged the above and foregoing AMENDED RESTRICTIVE COVENANTS FOR SYLVAN ACRES to be their act and deed and the act and deed of said 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 his act of sealing, executing acknowledging and delivering said AMENDED RESTRICTIVE COVENANTS FOR SYLVAN ACRES was duly authorized by a written consent of two thirds (2/3) of the property owners in the development.

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



Prepared by:

T.P. No. \_\_\_\_\_

Robert V. Witsil, Jr.  
Attorney at Law  
120 S. Bedford St.  
P.O. Box 799  
Georgetown, DE 19947

Recorded 8/1/97  
210 EPM -  
Deed Book 2020 Page 176

**AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
AND REMEDIAL CLAUSES FOR SYLVAN ACRES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being two-thirds (2/3) or more of the present owners of all of the lots and land area located within the subdivision known as "Sylvan Acres," located in Cedar Creek Hundred, Sussex County, Delaware, hereby agree to change, alter, and amend the previously filed Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres, of record in the Recorder of Deeds in and for Sussex County, Georgetown, Delaware in Deed Book 1225, page 304, and in an Amended Restrictive Covenants for Sylvan Acres, of record in the Office, aforesaid, in Deed Book 1652, page 324, and on a plot, of record in the Office, aforesaid, in Plot Book 11, page 103.

WHEREFORE, paragraph 30 of the Restrictive Covenants and Remedial Clauses for Sylvan Acres states as follows:

"30. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them and shall continue in force and effect until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of two-thirds (2/3) of all the 'property owners' in the development at the time the vote is taken. The number of votes allowed for each property owner shall be defined in the Certificate of Incorporation of the home owners or property owners Association, and reference should be made thereto for said qualification. Any and all costs involved in the creation and maintenance of any home owners Association or property owners Association shall be born by the owners or declarants, and the developer shall not be responsible for any such costs in anyway."

and,

WHEREFORE, the undersigned have executed their notarized signatures evidencing each of the undersigned's vote to change or alter the previous covenants by the addition and inclusion of the covenants stated hereinbelow, each owner of any lot having as many votes as she, he, it or they may own lots situate within this development.



NOW, THEREFORE, we, the undersigned hereby covenant, declare and agree that the following additional covenants and restrictions shall run with, burden and bind the property and parcels identified in the recorded Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres, of record in the Office, aforesaid, in Deed Book 1225, page 304; Deed Book 1652, page 324; and Plot Book 11, page 103, and the properties stated therein and shown thereon shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions hereinafter set forth, subject to all easements and rights-of-way previously placed upon the property as may have been recorded in the Office, aforesaid.

### **ELIGIBILITY, MEMBERSHIP AND VOTING RIGHTS**

31. Every owner of a lot of Sylvan Acres Homeowners Association will be a member of the Association which will be organized pursuant to the By-laws of the Association, provided, however, that any such person or entity who holds such interest merely to secure performance for an obligation will not be a member unless and until such person or entity has succeeded to such owner's interest by enforcement of such security interest. Membership will be appurtenant to and may not be separated from the ownership of any lot.

32. For the purpose of voting to change or alter these covenants and restrictions or to vote on Association matters, each lot shall be entitled to one vote. When more than one person holds an interest in any lot, the vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

### **ANNUAL ASSESSMENT**

33. Each lot in Sylvan Acres will be subject to an annual maintenance charge or "assessment" to be levied thereon by the Association, its successors or assigns, on the first day of June of each and every year hereafter, in the amount of Fifty Dollars (\$50.00) per lot, as laid out upon the plat of Sylvan Acres now of record, or amendment, modification or revision thereto or thereof. Such annual assessment will be payable by the owner or owners of each such lot, and his or their successors in title and interest, and upon default of payment, the Association, its successors or assigns may institute proceedings at law or in equity as may be necessary to enforce collection through its duly authorized officer or attorney. The Association, through its duly authorized officer or attorney, will be responsible for assessment collection and information. Ownership of title and approval of this amendment will constitute a covenant by the property owner, his or their successors or assigns, to pay the agreed maintenance charge and assessment. The proceeds derived by the Association, its successors or assigns, from any such charges and assessments, will be used for the following maintenance expenses and purposes, viz:

(a) Maintenance of all storm water drainage ways and easements;

(b) Payment of any taxes or other assessments or public charges made or levied by a proper authority upon the ways, streets and means of ingress and egress;

(c) Maintenance of all common areas, streets, ways and means of ingress and egress and lighting where deemed necessary; and

(d) Any cost or charge which the Board of Directors, upon proper vote of a majority of the directors at a properly noticed directors' meeting, as further set forth in the by-laws of the Association, determines to be reasonable and necessary.

34. The Association may, in any assessment year, amend the annual maintenance charge or assessment, after a recommendation in the form of a vote by the Board of Directors has been made, provided that any such increase in assessments shall have the assent of two-thirds (66 2/3%) of the votes of the membership of the Association.

35. In addition to the annual assessment authorized by Section 17, hereinabove, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction repair or replacement of a capital improvement upon any common area of the Association or for a road way improvement, for which a reserve fund does not exist or is not adequate, providing that any such special assessment shall have the assent of two-thirds (66 2/3%) of the votes of the membership.

**EFFECT OF NONPAYMENT OF ASSESSMENT;  
PERSONAL OBLIGATION OF THE OWNER;  
LIEN REMEDIES OF THE ASSOCIATION**

36. If any assessment is not paid on the date when due as hereinabove provided, then such assessment will be deemed delinquent and will, together with such interest thereon and cost of collection including attorney's fees of fifteen percent (15%) of assessment payable, continue as a lien on the lot and any structure built thereon which will bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then owner to pay such assessment will remain his personal obligation and will not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, a late fee of five percent ((5%))

will be charged against the owner. Additionally, the assessment will bear interest from the date of delinquency at the rate of the legal interest rate authorized by 6 Del. C. §2301, as amended, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot; and in the event a judgment is obtained, such judgment will include interest on the assessment above provided and any attorney's fees of fifteen percent (15%) together with the cost of the action. No owner of a lot may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of his or its lot.

37. If the assessment, as defined hereinabove, is not paid within thirty (30) days after the due date, the voting privileges, Association membership privileges, and the privileges to participate in social functions of the Association, will be forfeited by the owner and member of the Association until such time as assessments payable, late fees, interest and costs as stated hereinabove, are paid in full.

38. The annual assessment described hereinabove will be payable on or before June 1, 1997 and each and every year thereafter on June 1. Any assessment payable prior to the approval and execution of this Amendment will be waived by the Association and no such lien and/or judgment as specified herein will attach to any assessment heretofore payable to the Association.

39. The restrictions and covenants set forth hereinabove are intended to supplement and to further define the intents and purposes set forth in the Certificate of Incorporation of Sylvan Acres Homeowners Association and the By-Laws of Sylvan Acres Homeowners Association. The covenants and restrictions set forth herein are intended to be incorporated into and to be read in conjunction with the previously recorded Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres and Amended Restrictive Covenants for Sylvan Acres, as identified more fully hereinabove.

IN WITNESS WHEREOF, I, the undersigned President of Sylvan Acres Homeowners Association, hereby certify that a two-thirds (2/3) or greater majority of the owners of all of the lots in Sylvan Acres voted to approve the adoption of the above mentioned Amended Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres and that the original tally and notarized signatures of the members voting to approve are on file with the Officers of this Association;

IN WITNESS WHEREOF, the undersigned, hereby certifies to the statements set forth hereinabove this 31st day of July, 1997.

SYLVAN ACRES HOMEOWNERS ASSOCIATION (Seal)

*Walter B. Smith*  
WITNESS

BY: *Jacquelyn Feltz*  
JACQUELYN FELTZ,  
PRESIDENT

STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 31st day of July, 1997, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, JACQUELYN FELTZ, President of SYLVAN ACRES HOMEOWNERS ASSOCIATION, a Delaware corporation, known to me personally to be such, and acknowledged that the Indenture described hereinabove to be the act and deed of a two-thirds majority of all lot owners in Sylvan Acres; that the signature of the President is in her 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 Motion of the Board of Directors of the said Corporation.

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

*Sharon R. Chamberland*  
Notary Public

My Commission expires:

SHARON R. CHAMBERLAND  
Notary Public, Delaware  
Comm. Expires 3/20/01

Robert V. Witsil, Jr.  
Attorney at Law  
120 S. Bedford St.  
P.O. Box 799  
Georgetown, DE 19947

**IMPORTANT!  
PLEASE KEEP IN  
A SAFE PLACE.  
DUPLICATE COPIES WILL  
COST \$5.00 EACH.**

AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
AND REMEDIAL CLAUSES FOR SYLVAN ACRES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being two-thirds (2/3) or more of the present owners of all of the lots and land area located within the subdivision known as "Sylvan Acres," located in Cedar Creek Hundred, Sussex County, Delaware, hereby agree to change, alter, and amend the previously filed Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres, of record in the Recorder of Deeds in and for Sussex County, Georgetown, Delaware in Deed Book 1225, page 304, and in an Amended Restrictive Covenants for Sylvan Acres, of record in the Office, aforesaid, in Deed Book 1652, page 324, and in Deed Book 2220, Page 176; and on a plot, of record in the Office, aforesaid, in Plot Book 11, page 103.

WHEREAS, paragraph 30 of the Restrictive Covenants and Remedial Clauses for Sylvan Acres states as follows:

"30. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them and shall continue in force and effect until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of two-thirds (2/3) of all the 'property owners' in the development at the time the vote is taken. The number of votes allowed for each property owner shall be defined in the Certificate of Incorporation of the home owners or property owners Association, and reference should be made thereto for said qualification. Any and all costs involved in the creation and maintenance of any home owners Association or property owners Association shall be born by the owners or declarants, and the developer shall not be responsible for any such costs in anyway."

and,

WHEREAS, the undersigned have executed their notarized signatures evidencing each of the undersigned's vote to change or alter the previous covenants by the addition and inclusion of the covenants stated hereinbelow, each owner of any lot having as many votes as she, he, it or they may own lots situate within this development.

NOW, THEREFORE, we, the undersigned hereby covenant, declare and agree that the following additional or amended covenants and

restrictions shall run with, burden and bind the property and parcels identified in the recorded Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres, of record in the Office, aforesaid, in Deed Book 1225, page 304; Deed Book 1652, page 324; and Plot Book 11, page 103, and the properties stated therein and shown thereon shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions hereinafter set forth, subject to all easements and rights-of-way previously placed upon the property as may have been recorded in the Office, aforesaid.

Section 1. Paragraph 8 is hereby deleted in its entirety and the following is inserted in lieu thereof:

8. Noxious Weeds. No owner or possessor of any lot or improved premises shall permit grasses to grow more than twelve (12) inches high, and no such owner or possessor shall permit grasses or weeds to grow so as to create a nuisance detrimental to adjoining property or to the health and safety of other persons. No owner or possessor shall permit refuse, rubbish, trash, disabled, dismantled or derelict vehicles, or other waste material to be placed or to accumulate upon or shall cause it to be placed or accumulated upon such lots or improved premises so as to create a nuisance to adjoining property or to the health and safety of other persons. For the purposes of this regulation, weeds do not include ornamental shrubs or trees. Waste material does not include materials accumulated in an orderly fashion for useful purposes, such as firewood, compost piles and building materials in good condition, topsoil and earth fill, except that the accumulation of such materials in a haphazard fashion close to adjacent property lines shall be prima facie evidence of waste and a nuisance to adjacent property or to the health and safety of other persons. Disabled or dismantled vehicles do not include vehicles under repair or renovation, provided that such repair or renovation shall be completed within three (3) months of written notice by the Association to the owner or possessor of such vehicles of a breach of Restrictions, unless an extension is granted in writing by the Association.

Section 2. The following sentence is deleted from Paragraph 9:

... "No vegetable gardens shall be planted or maintained on any lot."

and the following is inserted in lieu thereof:

... "Vegetable gardens shall be located behind the rear building line of the main building and shall not exceed a total area of 400 square feet."

Section 3. Paragraph 20 is hereby deleted in its entirety and the following is inserted in lieu thereof:

20. Fences, Sheds, Accessory Structures and Swimming Pools.

(a). No fences shall be permitted in front of the front building line of any lot. All fences must be of wood construction with a maximum height of six feet (6'). No wire or metal link fences are permitted except for swimming pool enclosure fences. Fences shall not extend beyond the front building line of the residential structure.

(b). Dog kennels (runs) may be constructed of chain link material with a maximum size of 10' x 12' x 6' high. All such kennels/runs shall be located in the rear yard and placed a minimum of five feet (5') from the side and rear lot lines.

(c). Utility Buildings/Sheds. All utility buildings/sheds shall be exclusively of wood construction and shall be finished in exterior colors and roofing shingles that match the home siding and roofing shingles as closely as possible. The maximum allowable size is 12' x 24' x 10' high. All such accessory/shed buildings which are not a part of the main building shall be constructed in a rear yard, provided that such accessory buildings do not contain a total of more than 288 square feet of area, and shall be located a minimum of five (5) feet from a side lot line and five (5) feet from a rear lot line.

(d). Swimming Pools. Accessory swimming pools, open and unenclosed, may occupy a required rear or side yard, provided that such pools are not located closer than ten (10) feet to a side lot line and six (6) feet to a rear lot line. A walk space at least three (3) feet wide shall be provided between pool walls and protective fences or barrier walls. Every swimming pool shall be protected by a safety fence or barrier at least four (4) feet in height and constructed of chain link, concrete, stockade wood or equal.

EXCEPT AS AMENDED HEREIN, the Declaration of Restrictions, Covenants and Conditions recorded in the Office of the Recorder of Deeds in and for Sussex County in Georgetown, Delaware, at Deed Book 1225, page 304, and the Amended Restrictive Covenants for Sylvan Acres, recorded in the Office aforesaid in Deed Book 1652, page 324 and in Deed Book 220, page 176, be and the same hereby ratified, confirmed and incorporated herein by reference

IN WITNESS WHEREOF, I, the undersigned President of Sylvan Acres Homeowners Association, hereby certify that a two-thirds (2/3) or greater majority of the owners of all of the lots in Sylvan Acres voted to approve the adoption of the above mentioned Amended Declaration of Restrictive Covenants and Remedial Clause for Sylvan Acres and that the original tally and notarized signatures of the members voting to approve are on file with the Officers of this Association;

IN WITNESS WHEREOF, the undersigned, hereby certifies to the statements set forth hereinabove this 18<sup>th</sup> day of June, 2001.

SYLVAN ACRES HOMEOWNERS ASSOCIATION (Seal)

Sharon R. Chamberland  
WITNESS

BY: Walter B. Smith  
CHAIRMAN OF THE BOARD OF DIRECTORS

STATE OF DELAWARE :  
                                  : SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 18<sup>th</sup> day of June, 2001, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Walter B. Smith, Chairman of the Board of Directors of SYLVAN ACRES HOMEOWNERS ASSOCIATION, a Delaware corporation, known to me personally to be such, and acknowledged that the Indenture described hereinabove to be the act and deed of a two-thirds majority of all lot owners in Sylvan Acres; that the signature of the Chairman of the Board of Directors is in his proper handwriting; that the seal affixed is the common and corporate seal of the said Corporation duly affixed to its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by Motion of the Board of Directors of the said Corporation.

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

Sharon R. Chamberland  
Notary Public  
My Commission expires:



07171

BK 02801 2071

JAN, 2003

T.P. No. 2-3-22.00 Parcels: 21.00, 22.00, 22.01  
24.00, 26.00, 28.00  
31.01 through 31.16  
49.00 through 133.00

Prepared By & Return To:  
Robert V. Witsil, Jr.  
Attorney at Law  
120 S. Bedford St.  
P.O. Box 799  
Georgetown, DE 19947

**AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
AND REMEDIAL CLAUSES FOR SYLVAN ACRES**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, being two-thirds (2/3) or more of the present owners of all of the lots and land area located within the subdivision known as "Sylvan Acres," located in Cedar Creek Hundred, Sussex County, Delaware, hereby agree to change, alter, and amend the previously filed Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres, of record in the Recorder of Deeds in and for Sussex County, Georgetown, Delaware in Deed Book 1225, page 304, and in an Amended Restrictive Covenants for Sylvan Acres, of record in the Office, aforesaid, in Deed Book 1652, page 324, and in Deed Book 2220, Page 176; and in Deed Book 2607, page 176 et seq. , and on a plot, of record in the Office, aforesaid, in Plot Book 11, page 103.

WHEREAS, paragraph 30 of the Restrictive Covenants and Remedial Clauses for Sylvan Acres states as follows:

"30. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them and shall continue in force and effect until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of two-thirds (2/3) of all the 'property owners' in the development at the time the vote is taken. The number of votes allowed for each property owner shall be defined in the Certificate of Incorporation of the home owners or property owners Association, and reference should be made thereto for said qualification. Any and all costs involved in the creation and maintenance of any home owners Association or property owners Association shall be born by the owners or declarants, and the developer shall not be responsible for any such costs in anyway."  
and,

WHEREAS, the undersigned have executed their notarized signatures evidencing each of the undersigned's vote to change or alter the previous covenants by the addition and inclusion of the covenants stated hereinbelow, each owner of any lot having as many votes as she, he, it or they may own lots situate within this development.

NOW, THEREFORE, we, the undersigned hereby covenant, declare and agree that the following additional or amended covenants and restrictions shall run with, burden and bind the property and parcels identified in the recorded Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres, and amendments thereto, of record in the Office, aforesaid, and the properties stated therein and shown thereon shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions hereinafter set forth, subject to all easements and rights-of-way previously placed upon the property as may have been recorded in the Office, aforesaid.

Section 1. Paragraph 20 (a) is hereby deleted in its entirety and the following is inserted in lieu thereof:

20. Fences, Sheds, Accessory Structures and Swimming Pools.

(a). No fences shall be permitted in front of the front building line of any lot. All fences must be of wood construction or of a durable PVC or plastic material designed to replicate wood materials with a maximum height of six feet (6'). No wire or metal link fences are permitted except for swimming pool enclosure fences. Fences shall not extend beyond the front building line of the residential structure.

EXCEPT AS AMENDED HEREIN, the Declaration of Restrictions, Covenants and Conditions recorded in the Office of the Recorder of Deeds in and for Sussex County in Georgetown, Delaware, at Deed Book 1225, page 304, and the Amended Restrictive Covenants for Sylvan Acres, recorded in the Office aforesaid in Deed Book 1652, page 324, Deed Book 220, page 176, and in Deed Book 2607, page 176 et seq. be and the same is hereby ratified, confirmed and incorporated herein by reference.

IN WITNESS WHEREOF, I, the undersigned Chairman the of Sylvan Acres Homeowners Association, hereby certify that a two-thirds (2/3) or greater majority of the owners of all of the lots in Sylvan Acres voted to approve the adoption of the above mentioned Amended Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres and that the original tally and notarized signatures of the members voting to approve are on file with the Officers of this Association;

IN WITNESS WHEREOF, the undersigned, hereby certifies to the statements set forth hereinabove this 25 day of January, 2002. 2003

SYLVAN ACRES HOMEOWNERS ASSOCIATION (Seal)

*Juan Pomeroy*  
WITNESS

BY: *Walter B. Smith*  
CHAIRMAN OF THE BOARD OF DIRECTORS

STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 25<sup>th</sup> day of January, 2002, 2003 personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Walter B. Smith, Chairman of the Board of Directors of SYLVAN ACRES HOMEOWNERS ASSOCIATION, a Delaware corporation, known to me personally to be such, and acknowledged that the Indenture described hereinabove to be the act and deed of a two-thirds majority of all lot owners in Sylvan Acres; that the signature of the Chairman of the Board of Directors is in his 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 Motion of the Board of Directors of the said Corporation.

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

*Sharon R. Chamberland*

Notary Public

My Commission expires:

SHARON R. CHAMBERLAND  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Mar. 20, 2005

**Received**

FEB 11 2003

ASSESSMENT DIVISION  
OF SUSSEX CTY

BOARD OF DEEDS

03 FEB 10 AM 9:15

SUSSEX COUNTY  
DOC. SURCHARGE PAID