

Prepared By & Return to:
Robert V. Witsil, Jr., P.A.
120 South Bedford Street
P. O. Box 799
Georgetown DE 19947

T.P. No. 2-30-22
Parcels 1 through 134

**COMPREHENSIVE 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 Office of the Recorder of Deeds in and for Sussex County, 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 an Amended Declaration of Restrictive Covenants and Remedial Clauses For Sylvan Acres, of record in the Office, aforesaid, in Deed Book 2220, 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, as originally declared and as amended, 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be binding upon all parties and persons claiming under them and shall continue in force and effect until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of two-thirds (2/3) of all the "property owners" in the development at the time the vote is taken.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 revised and comprehensive covenants and restrictions shall run with, burden and bind the property and parcels identified in the abovementioned recorded Declaration of Restrictive Covenants (hereinafter “Declarations”) 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.

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 charged and/or assessed 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, used, occupied

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 lots and 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 as provided in these Restrictions. A "family", as described in the Sussex County Code Article I, Section 115-4, and as defined herein is an individual or two or more persons who are related by blood or marriage living together and occupying a single housekeeping unit with single culinary facilities or a group of not more than four persons living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a nonprofit, cost-sharing basis. Domestic servants employed and residing on the premises shall be considered as part of the family.
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 1,200 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 and detached garages, and porches. Carports are not permitted.
5. Upon commencement of any construction or improvement by a lot owner, the owner of the lot must complete the construction or improvement within 270 days. 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. For all new construction and replacement of gas and/or fuel oil containers, such containers shall be buried and be in conformity with all local, state and federal codes and/or statutes.
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. (a) 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.

(b) No owner, lessee or possessor of any lot or improved premises shall permit grasses to grow more than twelve (12) inches high, and no such owner, lessee 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. For the purposes of this regulation, weeds do not include ornamental shrubs or trees.

(c) No owner, lessee, 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. 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 to be utilized on the premises, 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.

(d) No owner, lessee, or possessor of any lot shall permit the parking or keeping of inoperable vehicles, vehicles without current registration tags or licenses, or vehicles requiring repair which are not housed within a garage. Every property owner shall be required to provide to the Board of Directors proof of registration of vehicles within five days of a written request by the Board of Directors for said information. Commercial vehicles having three or more axles shall be prohibited from parking upon any lot or street within the subdivision between the hours of 9:00 PM and 7:00 AM.

(e) Parking of any vehicle shall be prohibited in any front yard not designated as a driveway. For corner lots, parking of any vehicle shall be prohibited in the front yard and in the yard adjacent to the side street not designated as a driveway.

9. No bees, hogs, pot-bellied pigs, poultry, cattle, horses or other livestock shall be kept upon any portion of any lot or within any structure thereon. Dogs, cats and other domestic household pets may be maintained upon any lot. No person or lot owner shall permit any dog owned, maintained or temporarily kept to run at large upon the streets, rights of way, common areas or upon any other lot within Sylvan Acres. Any person or lot owner who is the owner, custodian, or who has control of any dog shall at all times keep such dog either: confined within a proper enclosure from which it cannot escape; firmly secured by means of a collar, chain or other device so that it cannot stray from the premises on which it is secured; or firmly secured by a leash whenever the dog is off the premises of its owner, custodian or person charged with control of the dog. A proper enclosure shall mean a residential structure or a securely confined indoor location or outdoor structure or kennel suitable to prevent the entry of young children and designed to prevent the dog from escaping. Any person or lot owner who is the owner, custodian, or who has control of any dog shall at all times prevent such dog from continuously barking in

excess of a period of thirty minutes. The continuous barking of any dog in excess of thirty minutes shall be prima facia evidence of a nuisance, as prohibited in this sub-section and Section 8 (a).

The Association shall have the authority to solicit the assistance of the Delaware Department of Natural Resources and Environmental Control and/or the Delaware Society For The Prevention Of Cruelty To Animals (SPCA) to impound or otherwise enforce the provisions of 7 Delaware Code, Chapter 17, and to request the sanctions provided therein. Additionally, expenses incurred by the Association related to the enforcement of this Section shall be assessed to the violating property owner in accordance with Section 35 of these Declarations.

10. No signs, notices or advertising matter of any nature or description shall be erected, posted, used or permitted upon any lot except such advertising of lots and homes for sale or rent by signs not to exceed 42 inches in height by 28 inches in width, which may have signage on two sides.
11. Boats, boat trailers, trailers, campers and recreational vehicles shall be parked behind the location of the residential structure and shall be located a minimum distance of five feet from a side and rear lot line. Upon corner lots, such objects shall be located in accordance with Section 16 and this Section. The definition of "recreational vehicles" is: A vehicle which is built on a single chassis; four hundred (400) square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light-duty truck; and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use."
12. No mobile home, house trailer, permanently placed recreational vehicle, or manufactured home shall be placed upon any lot within the subdivision. A "mobile home" or "house trailer" is defined as: a movable or portable dwelling over four hundred fifty (450) square feet in size, constructed to be towed on its own chassis, connected to utilities and designed without a permanent foundation for year-round occupancy, which can consist of one (1) or more components that can be retracted for towing purposes and

subsequently expanded for additional capacity or of two (2) or more units separately towable but designed to be joined into one (1) integral unit.

A “manufactured home” is defined as: a structure , transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle”.

13. No 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. Temporary tents may be placed in the rear lot area for entertainment purposes.
14. No privy or other outside toilet facility shall be constructed or maintained on any lot, except one portable toilet facility may be maintained on a construction site not to extend beyond the date of certificate of occupancy. 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 which are in compliance with these Declarations showing the nature, kind, shape, height, materials, floor plan, color schemes and location of the structure upon the lot, shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the sole and complete authority to approve or disapprove plans and specifications submitted to it, based upon compliance of the plans with these Restrictions. All functions of construction plan review shall be carried out by the said Architectural Review Committee of the Sylvan Acres Homeowners Association. Any structure or building which becomes non-conforming as a result of the adoption of these amended Restrictions, may

continue in use, however, no permits for replacement structures shall be issued unless such structures are in compliance with these Restrictions.

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. On corner lots, all fencing and accessory structures shall be located behind the residential structure and/or garage and shall not be located closer to the side street than the closest portion of the residential structure and/or garage.
17. All dwellings must conform to the applicable Sussex County Zoning Code 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. In the event that these Declarations of Restrictions shall be more restrictive than the said Sussex County Zoning Code, these Declarations of Restrictions shall prevail.
18.
 - (a) All fences must be of wood construction or of a durable PVC or plastic composite material, with a maximum height of six feet (6'). No wire or metal link fences are permitted except for swimming pool or dog kennel 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 twenty feet (20') from the side and rear lot lines. For corner lots, see location restrictions in Section 16.
 - (c) All utility buildings/sheds shall be exclusively of wood construction or of a durable PVC or plastic composite material 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. For corner lots, see location restrictions in Section 16.

(d) 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. For corner lots, see location restrictions in Section 16.

(e) No clothing drying lines or clothes drying shall be permitted beyond the front building line of the residential structure.

(f) No trash receptacles shall be placed beyond the front building line of the residential structure, except on the day of garbage or trash pick-up, and must be removed from the street or front yard on the same day as the pick-up.

(g) Antennae and satellite dishes must be placed upon the rear of the residential structure or within the rear yard area.

(h) No person shall cause or allow the disposal of refuse by open burning. No person shall cause or allow the open burning of fallen leaves. No person shall cause or allow open burning except for the purpose of branches and limbs that have been cut from trees or shrubbery originating on the premises and conducted by individuals domiciled on the premises between the hours of 8:00 a.m. and 4:00 p.m. This regulation is identical to the State of Delaware's Division of Air and Waste Management, Air Quality Management Section, Regulation No. 13 and any amendment to

such Agency's regulation shall be considered, in the future, to be applicable to these Restrictions.

19. The 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 Georgetown, Delaware, in Deed Book 1171, Page 94.
- 20.(a) The following language appears in the originally filed Restrictions for the subdivision, referenced aforesaid, and is repeated hereinafter for reference:

"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 in easement authorizing the grantors to install drainage or other necessary pipes and related improvements under the surface of the aforesaid streets or roadways.”

- 20(b). The Delaware Department of Transportation Subdivision Acceptance Index For Sussex County dated February 14, 1995 has indexed Sylvan Acres Subdivision and Mountain Laurel Drive, Oak Lane, Pine Drive, Red Cedar Drive, Sylvan Drive and White Cedar Drive as accepted by said Department.

ELIGIBILITY, MEMBERSHIP AND VOTING RIGHTS

21. 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.
22. 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

23. Each lot in Sylvan Acres will be subject to an annual maintenance charge of "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:
- (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.

24. 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.
25. 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**

26. 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, 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 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 fifteen percent (15%) 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 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.

27. 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.
28. The annual assessment described hereinabove will be payable on or before June 1, annually. 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.
29. The Association, as successor of 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 Association'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 Association, 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. Architectural Review Committee, Approval of Building Plans.

- (a) In order to insure the development and maintenance of Sylvan Acres as a residential development of high standards, there shall be a three (3) member Architectural Review Committee (ARC). The members shall be elected by the members of the Association at the annual meeting. Vacancies shall be filled in the same manner as provided herein for Board Members. The ARC is vested with the power to control all buildings, structures, and improvements to be placed upon any Lot within the Subdivision.

- (b) No building, structure, fence, wall or other erection shall be commenced, erected, maintained or used, nor shall any addition to or change or alterations therein, or in the use thereof, be made upon any lot which is the subject matter of the Restrictive Covenants, no matter for what purpose or use, until complete and comprehensive plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior architectural scheme, location and placements on the lot, structure or other erection, and such other information as may be necessary to determine the type, nature or scope of the proposed improvement as is reasonably necessary, shall be submitted to and approved in writing by the ARC or its successors. The plans shall be submitted to the ARC for approval along with a payment in the amount as set forth from time to time by the ARC to discharge its expenses, if any. If the ARC does not reject a submitted plan within thirty (30) days of verified receipt, the plan shall be deemed approved by the ARC, except that any denied approval shall not authorize any construction which is in violation of any explicit prohibition hereinafter provided. Verified receipt shall be by accepted certified mail, registered mail, or written receipt of hand delivery. Plans shall be delivered to the ARC. A copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the said Committee, or its successors; provided, however, that nothing herein shall require the aforesaid approval as to interior decorations, alterations or changes.

- (c) The ARC, or its successors, shall have the right to refuse to approve any such plans or specifications which are not in compliance with these Declarations of Restrictive Covenants.
- (d) Construction of Homes on the Lots:
 - (1) All homes shall be located along the front setback line to establish a compatible streetscape image.
 - (2) Entry shall face the primary street.

31. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Association, its agents and/or employees, 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 Association, its agents and/or employees shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Remedies. The Association,, as Successor to the Developer, or any Owner, shall have the right to enforce this Declaration and the Restrictions contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Declaration or any Restrictions contained herein, to restrain violation, to require specific performance, and/or to recover damages; and to proceed against any Lot or Lot Owner to enforce any provision of these Restrictions. The expense and cost in enforcement by the Association shall be chargeable to the Owner of the Lot, including the costs of reasonable attorney's fees. In the event any legal action is taken by the Association, such fees, approved by a court of competent jurisdiction, shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

32. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Sylvan Acres Homeowners Association, Inc. and 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.
33. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them and shall continue in full 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.

IN WITNESS WHEREOF, I, Linda Huerta, President of the 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 Comprehensive Amendment to the Declaration of Restrictive Covenants and Remedial Clauses for Sylvan Acres and that the original tally and 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 ____ day of _____, 2005.

SYLVAN ACRES HOMEOWNERS
ASSOCIATION (Seal)

WITNESS BY: _____
Linda Huerta, Its President

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2005, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Linda Huerta, 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.

Notary Public

My Commission expires: