

**Rev. Made 06/15/2015**

**Covenants**  
Here are the Covenants and Restrictions for The Pines

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**THE PINES AT LONG NECK**  
**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This Declaration is made and executed this 17<sup>th</sup> day of April, A.D. , 1995 ,  
by V & L PARTNERSHIP, a Delaware Partnership (hereinafter referred to as the  
"Developer").

**WITNESSTH**

**WHEREAS**, the Developer is the fee simple owner of certain real property located in Indian River Hundred, Sussex County, Delaware as plotted on the subdivision plan of THE PINES AT LONG NECK (hereinafter referred to as the "Development") recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 54, Page 124 (hereinafter referred to as the "Recorded Plot"), and desires to develop therein a residential community.

**WHEREAS**, the Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of common lands and facilities and to this end, desires to subject the property to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions"), as hereinafter set forth, for the benefit of the Property and each owner thereof.

**WHEREAS**, the Developer has deemed it desirable for the efficient preservation of values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and administrating any community facilities, common lands and recreational amenities, and administrating and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created.

**WHEREAS**, the Developer will incorporate under the laws of the State of Delaware, as a nonprofit corporation, The Pines At Long Neck, or a similar named corporation, for the purpose of exercising the functions aforesaid (hereinafter referred to as the "Association").

**NOW, THEREFORE**, the Developer hereby declares that the following Restrictions shall run with, burden and bind the Property; and the Developer hereby declares the Property, as plotted on the Recorded Plot, is and shall be held, transferred, sold, conveyed occupied and used subject to the restrictions hereinafter set forth and during the period of time hereinafter set forth; and subject to all easements, rights of way, and restrictions previously placed upon the property as recorded in the Office of the Recorder of Deeds, in and for Sussex County, by the Developer or its predecessors of title.

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### **1. MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot, which is subject to assessment or shall be eligible for a later assessment shall be a Member of the Association, provided, however, that any such person or entity who holds such interest merely to secure performance for an obligation shall 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 shall be appurtenant to and may not be separated from the ownership of any Lot, which is subject to assessment. Provided, however, that the Developer shall be considered an owner of each lot held by the Developer whether such lot or lots are or are not subject to assessment.

Section 2. The Association shall have one class of voting membership. Members shall be all lot owners who are entitled to one (1) vote for each lot. When more than one person holds an interest in any lot, all such persons shall be members. The vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Section 3. The Association shall have all the powers that belong to it by operation of law. The Association shall be governed by a Board of Directors of not less than three or more than five members, all of whom shall be property owners. Prior to the sale of seventy-five percent (75%) of the lots, the Developer and its successors and assigns shall appoint a Board of Directors of the association consisting of not less than three (3) nor more than five (5) members, as well as appoint the respective successors thereof. After the sale of seventy-five percent (75%) of the number of lots, such Board of Directors shall be selected, elected, and appointed by the vote, in person or by proxy, of the owners of the majority of the lots.

### **2. PROPERTY RIGHTS IN THE COMMON AREAS**

Section 1. Owner's easement of Enjoyment. Subject to the provisions, every owner shall have the right and easement of enjoyment in and to the common areas, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Developer shall convey legal title in the common areas to the Association. The Developer may retain legal title in the common areas: (1) until such time as it has completed improvements thereon including the placement of water wells or other utility improvements; and (2) until such a time as, in the opinion of the Developer, the Association shall be able to maintain the same. Notwithstanding any other provision herein, the Developer hereby

covenants for itself, its successors and assigns, that it shall convey all its right, title, and interest

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in the common areas to the Association, subject to all previous restrictions of record and this Declaration no later than December 31, 1999.

Section 3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association and/or the Developer to dedicate or transfer all or any part of its interest in the Common Areas (subject to easements created hereunder, or previously created of record) to any public agency, authority, or utility.

(b) The right of the Developer prior to the conveyance of the common areas to the Association, and of the Association, to grant and reserve assessments and rights-of-way through, under, over, and across the common areas, for the installation, maintenance, and inspection of lines and appurtenances for water, sewer, drainage, gas, electricity, telephone, cable television, and other utilities.

(c) The right of the Association to adopt rules and regulations governing the use of common areas.

Section 4. Obligations of the Association. The Association shall:

(a) Operate, install, maintain, repair, and reconstruct, for the use and benefit of all members of the Association, all common areas and facilities and improvements developed thereon.

(b) Maintain and install all facilities on, mow the grass on, ~~replace all dead or destroyed original landscaping on, all common areas.~~ original landscaping on all common areas, except as restricted by County, State or Federal wetlands regulations.

### **3. COVENANT FOR MAINTENANCE**

Section 1. Creation of Lien and Personal Obligation of Assessments. The Developer, for itself and its successors and assigns, and for each lot within the property hereby covenants, and each owner of any lot, by acceptance of a deed or other transfer document therefore, whether or not it shall be expressly established in such deed or other document, hereby covenants and agrees to pay the Association:

(1) Annual assessments or charges, and (2) special assessments for capital improvements, operations, repair, replacement, and reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, for the collection thereof, shall also be the personal obligation of the person who was the owner of such

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property at the time when the assessment fell due. A personal obligation for delinquent assessment shall not pass to the owner's successor in title (other than as a lien on the land), unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the property, and particularly for the improvement and maintenance of the common areas and for services and facilities devoted to this purpose and related to the use and enjoyment of the common areas, including, but not limited to, placement of the subdivision sign, landscaping and maintenance and repair of roadways, common areas, improvements to common areas and drainage facilities, the payment of taxes and insurance thereon and repair, replacement and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds and reserve funds for repair and replacement of the common areas and the facilities thereon.

Section 3. Basis and Maximum Annual Assessment. Each prospective lot to be sold by the Developer, if and as conveyed by the Developer after the final date of transfer from the Developer to any owner, shall thereafter be subject to an annual maintenance charge or assessment to be paid to the Association. The amount of such assessment shall be fixed annually by the Association and shall be charged or assessed in equal proportions against each lot within the property. The first assessment year shall be January 1, 1995 and thereafter each assessment shall be made for each subsequent calendar year commencing as of January 1, each year. Each yearly assessment shall be due and payable on or before sixty (60) days after it has been fixed and levied. It shall be the duty of the Association to notify all owners, whose addresses are listed with the said Association within thirty (30) days after said assessment has been fixed or levied, giving the amount due on each lot or parcel of land owner by each such owner. Failure of the Association to levy the assessment or charge for any one year shall not affect the right of the Association to do so for any subsequent year. Until changed, the annual assessment commencing January 1, 1995, on lots conveyed by the Developer is fixed at One Hundred Dollars and No Cents (\$100.00) per annum.

Section 4. Establishment of Annual Assessment Rate. The Board of Directors of the Association may, after consideration of current operation costs, current maintenance costs, and future needs of the Association, determine and set the annual assessment.

Section 5. Initial Assessment. In addition to the annual assessment and special assessments, the Developer, for use of the Association, hereby establishes an initial assessment to be paid upon the conveyance of each lot from the Developer to a third-party

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purchaser for value, and the amount of such initial assessment is set at One Hundred Dollars and No Cents (\$100.00). The Developer may use that fund to pay the cost of any obligations to maintain the Common Areas pending transfer of the fund and the Common Areas to the Association.

Section 6. Special Assessment for Capital Improvements and Operating Reserves. In addition to the annual assessment authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment (which may be fixed at one uniform rate for each lot), 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 the common areas, including the necessary fixtures and personal property related thereto, and for operating the common areas, for which a reserve fund does not exist or is not adequate, provided

that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership.

**Section 7. Effect of Non Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of the Association.** If any assessment is not paid on the date when do as hereinabove provided, then such assessment shall be deemed delinquent and shall together with such interest thereon and the cost of collection, including reasonable attorney's fees, thereof as hereinafter provided, continue as a lien on the lot and any structure built thereon which shall 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, however, shall remain his personal obligation and shall not pass to this 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, the assessment shall bear interest from the date of delinquency at the rate of one and one-half percent (1 ½%) for month 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 obtained, such judgment shall include interest on the assessment above provided and any reasonable attorney's fees to be fixed by the Court together with the cost of the action. Note owner of a lot may waive or otherwise escape liability for the assessment provided for herein by non-use of the common areas or abandonment of his or its lot.

**Section 8. Subordination of the Lien to the First Mortgage.** The lien of the assessments provided for herein shall be subordinate to the meaning of any first mortgage on the lot. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall release such lot from liability for any assessments thereafter becoming due or from the Lien thereof.

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**Section 9. Property Exempt From Assessment.** The following property, subject to this Declaration, shall be exempted from the assessments, charges and liens created herein:

- (a) All properties dedicated to and accepted by a government body, agency or authority and devoted to public use.
- (b) All common areas, and
- ~~(c) All lots owned by the Developer and not deeded by the Developer to third persons.~~

#### **4. RESTRICTIVE AND PROTECTIVE COVENANTS**

**Section 1. Utility Easement.** The Developer, for it, it's successors and assigns and for the Association hereby reserves the right to grant easements over, under, in, on, and through common areas and all road, plotted as shown on the Recorded Plot for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, inspection of water services, sewer, drainage, electric, gas, television, telephone and cable telephone and television facilities and wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the adjoining landowners, the Developer, any federal, state, or local authority, commission or agency having jurisdiction thereover or any corporation, either public, quasi-public or private, supplying or serving such facilities.

Section 2. Utility Easement Prior Restrictions. The properties are subject to all those prior easements, rights of way and restrictions placed upon the property by the Developer's predecessors in title as such be recorded among the land records in the office of the Recorder of Deeds, in and for Sussex County. All utility easements shown on the Recorded Plot are incorporated by reference.

Section 3. Residential Use. All lots in the property, as shown on the Recorded Plot shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain upon any such lot other than one (1) detached single family dwelling, with attached garage or building or carport (hereinafter sometimes referred to as the main dwelling), and one accessory building not to exceed one story in height, the use of which is incidental to that of the main dwelling. All accessory buildings shall be of good quality and appearance, shall be located to the rear of the main structure and shall require prior approval of plans and specifications as set forth in Section 6. The use of any such main dwelling shall not include any activity normally conducted as a business. It shall be permissible to erect a structure using prefabricated component parts provided the structure is not otherwise prohibited by other provisions herein contained.

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Section 4. Restrictions As To Types Of Improvements.

(a) Standard Construction - No standard constructed building shall be erected or used on any lot, the square footage of which shall be less than 1056 square feet exclusive of porches, breezeways, carports, garages and the like. Prior approval of plans and specifications must be obtained as set forth in Section 6.

(b) Manufactured Homes. All manufactured homes to be placed on any lot shall conform to the requirements of "The National Manufactured Housing Construction and Safety Standards Act of 1974" as amended (42 U.S.C., Section 5401) and shall meet the following minimum standards with respect to size, quality, appearance, material specifications and construction and safety conditions.

(1) Size - ~~singlewide: nine hundred eighty (980) square feet~~  
~~doublewide: one thousand fifty six (1,056) square feet.~~ - singlewide: NOT PERMITTED."

(2) Quality - All exteriors must be clean, properly painted, free from dents, broken parts, rust or similar defects. All manufactured homes shall detach and remove the hitch upon placement.

(3) Appearance - All manufactured homes shall obtain prior approval of plans and specifications including location as set forth in Section 6.

(4) Material Specifications - All manufactured homes must have aluminum, vinyl and/or wood lap type, horizontal exterior siding. The manufactured homes shall be placed on a full permanent masonry perimeter foundation.

(5) Construction and Safety Standards - All manufactured homes shall be kept in a safe and sound condition, free of any structural defects. All homes shall have factory installed metal straps for anchoring and shall be anchored in accordance with manufacturer's guidelines. All manufactured homes shall be supported by concrete footers.

(6) Roofs - All roofs to be shingled and "A" frame; no flat roofs.

Section 5. RESTRICTIONS AGAINST BUSINESS USE. No lot within the property shall be used at any time to conduct business, were for the conduct on said lot of any trade or business of any description nor shall said premises be used for any purpose whatsoever except for the purpose of private dwelling or residence. No building

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shall be used as a residence until the exterior is fully completed, according to the plans and specifications approved therefore, as such approval is hereinafter provided. No one shall reside on any lot, casualty, temporary or permanent except, in a dwelling house, completed according to the plans and specifications approved as hereinafter provided. Notwithstanding the provisions of this Section, the Developer, it's successors or assigns may maintain residential type structures on up to five (5) lots for the purpose of lot or home sales office and any lots may be used for public utility purposes such as but not limited to, pump station, electric utility boxes, or similar purposes.

Section 6. Approval of Plans and Specifications Required. No manufactured home, building, garage, structure, accessory building, fence, wall, other improvement, were site work shall be commenced, erected, maintained, placed or used, nor shall any addition to or change or alterations therein, or in the used thereof, be made upon any of the lots which are the subject matter of this Declaration, 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 frontage on the lot, approximate cost of such building, structure, or other erection, and the grading and landscaping of the lot to be built upon or improved, shall be submitted to and approved in writing by the Association, it's successors, or assigns, and until a copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the Association, it's successors or assigns, providing that nothing here in shall require the aforesaid approval as to interior decorations, alterations or changes. The Association, it's successors or assigns shall have the right to refuse approval of any such plans or specifications, or grading or landscaping plans or changes, which are not suitable or desirable in its or its successors opinion, for as aesthetic or other reasons. In passing upon such plans and specifications, or grading and landscaping plans, the Association, it's successors or assigns, shall have the right to take into consideration the suitability of the proposed buildings or improvements or erections and/or the materials of which the building or other improvements or erections are to be built and the site upon which it is proposed to be erected and used, the harmony thereof with the surroundings and the effect of such improvements, additions, alterations, or changed used, as planned, on the outlook from the adjacent or neighboring property, and any and all factors which in its opinion would affect the desirability or suitability of such proposed improvements, erections, or alteration or change. In order to insure the development and maintenance of the properties as a residential development of high standard, the owner of each lot, as shown on the Recorded Plot, by accepting title thereto or by occupying the same, hereby covenants and agrees that no manufactured home, building, structure or improvement shall be erected, altered, placed or permitted to remain up on any such lot, or other land area, unless and until plans and specifications therefore have

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first met the requirements of this Section.

Section 7. Resubdivision. No lot as shown upon the Recorded Plot shall be resubdivided, sold, or otherwise alienated in a lesser or smaller parcel, except in accordance with a supplemental plot plan thereof being approved by the Association or its successors and recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware.

Section 8. Sewer and Water. All lots shall be connected to the Sussex County sewer system at the expense of the lot owner at the time construction is commenced. All lots shall be connected to the Water Utility Company at the expense of the lot owner is required by the Water Utility Company.

Section 9. Signs and Advertising Regulated. No signs, notices or advertising matter of any nature or description shall be erected, used or permitted upon any of the lots, shown on the plan, unless erected after securing the written permission of the Association or its successors or assigns. The Developer, however, retains the right to erect signs on any lot to advertise said lot for sale.

Section 10. Setback Restrictions ~~Height Limitation~~.

(a) The building setback requirement, height limitations, and permitted accessory use, shall be as provided by the Zoning Ordinance of Sussex County, Delaware, as such may be amended from time to time.

(b) A twenty (20) foot building restriction line shall be established from all "404 wetlands".

(c) A ten (10) foot landscaped buffer shall be provided and maintained along the rear of lots 14 through 41 except lot 38. No trees measuring four inches (4") or more in diameter at a point two feet (2') above the ground shall be removed without the consent of the Association.

Section 11. Garbage Receptacles. Each lot shown on the Recorded Plot shall provide receptacles for garbage in the screened area not generally visible from any interior road, as shown on the Recorded Plot, or similar facilities in accordance with reasonable standards established by the Association or its successors or assigns.

Section 12. Storage Receptacles. Note fuel tanks or similar storage receptacles may be exposed to view, but same may be installed within the main dwelling or within an enclosed garage or buried underground or properly screened from view providing a method of screening is approved by the Association.

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Section 13. Construction and Demolition. Once construction or demolition of any building has been commenced on any lot, such construction or demolition shall proceed without delay until the same is completed except where such completion is impossible or results in great hardship to the owner or builder due to strikes, fires, national emergencies, or national calamities. Cessation of work upon the construction or demolition of any building once started it 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 or demolished state and shall be deemed as a public nuisance. In the event construction plans have been approved, construction must commence pursuant to said approved plans within one (1) year of the date of approval. Failure to commence construction within one (1) year of the date of approval



of plans will avoid the approval. All construction must be completed within one (1) year of commencement.

Section 14. Fences. No boundary fence or wall shall be constructed to a height of more than four (4) feet. No wall or fence of any type shall be constructed upon any lot until the height, design and approximate location thereof has been approved in writing by the Association or its successors or assigns. No boundary fence or wall shall be constructed within any front setback area.

Section 15. Nuisances. It shall be the responsibility of each owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds upon a lot which shall tend to substantially decrease the beauty of the property as a whole, or the beauty of the specific area. No noxious or offensive activity shall be permitted upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance of nuisance to the property. No disabled or unregistered motor vehicles shall be kept on any lot. There shall not be maintained on any lot in the plant, animal, device or thing of any sort, the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the property. Specifically included under this Section is the prohibition against any livestock being kept on any lots. The keeping of any nondomestic animals shall be deemed a nuisance per se under this Section; but the keeping of domestic cats and dogs, or other traditional house pets, unless the activity of such pets is in any way noxious, dangerous, unsightly or unpleasant, shall not be prohibited under this Section.

Section 16. Landscaping. No landscaping, shrubs, or trees to be placed on any lot in conjunction with the erection of any main dwelling shall be planted, until complete and comprehensive landscaping plans shall be submitted to and approved in writing by the Association. The land area not occupied by structures, hard-surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass trees or shrubs or other ground covering or

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landscaping in conformance with standards set by the Association. Such standards will take into consideration the need for providing effective site development to:

- (a) enhance the site and building;
- ~~(b) screen undesirable areas or views;~~
- (c) establish acceptable relationships between buildings, parking and adjacent properties;
- (d) control drainage and erosion; and
- (e) establish the maximum height of trees and other landscaping barriers of all lots to preserve and enhance views.

~~Section 17. Natural Features.~~

~~(a) Excavation. Topographic and vegetation characteristics of any lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Association. Written approval will be granted for the minimum amount of each movement and vegetation reduction~~

required, and plans and specifications approved pursuant to the provisions of this Section.

~~(b) Trees. To the extent reasonably practical, but clearing of mature trees on lots shall be limited to those areas required to accommodate the residence to be constructed thereon and its normal and customary accessories, open front yard areas and those limited areas required to permit utility services and driveways. No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level which are located more than ten (10) feet away from the residence or structure constructed on the lot, shall be removed without the prior written approval of the Association.~~

~~(c) Drainage. In order to prevent excessive "runoff" or drainage of any lot, the Declarant hereby reserves the right for itself and the Association to establish a maximum percentage of land within each lot which may be covered by a building, patio, driveway or other structure. In the establishment of such a percentage of coverage, the Declarant or the Association may consider topography, percolation, soil types and condition, vegetation coverage and other relevant environmental factors.~~

~~(d) Erosion Control. The Declarant shall have the right, and hereby reserves and easement for itself and the Association, to enter upon any lot whether improved or unimproved for the purpose of performing necessary grading, landscaping work or constructing and maintaining erosion prevention devices. The Declarant shall have the right and hereby reserves and easement for~~

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~~itself and the Association to enter onto any unimproved lot to implement effective insect, reptile and Woods fire control for the purpose of mowing, removing, clearing, cutting or putting underbrush, weeds or other unsightly growths which, in the opinion of the Declarant or the Association, detracts from the overall beauty, setting or safety. The cost of this vegetation control shall be kept as low as reasonably practical and shall be paid by the lot owner of the property upon which such work is performed. Prior to entering upon any property to undertake such maintenance or erosion control work, the Declarant or the Association shall first give the lot owner of such property written notice that such work must be performed within thirty (30) days after the date of delivery of the notice, or such shorter period as required by Declarant or Association if an emergency exists, or a shorter period as otherwise deemed reasonably necessary. Only if the lot owner fails to take appropriate corrective action within such thirty (30) days or shorter period, shall the Declarant or the Association take such action. The cost of any work undertaken by the Declarant or the Association shall be paid by the lot owner of the lot and shall be deemed to be an assessment to remedy unsightly conditions giving rise to the lien thereof. Entrance upon any lot by the Declarant or the Association for such purposes shall not be deemed to be a trespass but, rather, an easement as reserved above for such purposes by the Declarant for the Declarant and the Association.~~

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~~Section ~~X8~~ Driveways. All structures on lots shall be served by driveways and old driveways shall be comprised of stone, hot mix, concrete or shells with appropriate drainage pipe installed at the entrance and shall require prior written approval by the Association. All vehicles must be parked on a hard surface.~~

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~~Section ~~X9~~ Mailboxes. No individual mailboxes shall be placed on any lot. A central mailbox area will be located within the development in the common area.~~

Section ~~XX~~<sup>19</sup> Vehicle Storage. Boats, boat trailers, campers, recreational vehicles or utility trailers may only be maintained or stored on a lot in the side or rear yard of a lot.

Section ~~XX~~<sup>20</sup> Swimming Pools. No swimming pools, whether in ground or above ground, permanent or temporary, shall be installed on any lot without the written approval of the Association. Any such pool shall be placed in the rear of the main structure.

~~Section ~~XX~~<sup>21</sup> Other Apparatus. No exterior apparatus including but not limited to, satellite and T.V. antennas, towers, clotheslines, flagpoles, statues, monuments and other man-made facility shall be installed or maintained on any lot unless approved in writing by the Association.~~

Section ~~XX~~<sup>21</sup> The provisions of this article shall not apply to common areas.

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## **5. GENERAL PROVISIONS**

Section 1. Duration and Amendment. The Restrictions of this Declaration run with and bind the property and shall insure to the benefit of and be enforceable by the Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, as the case may be in perpetuity, subject, however, to the provision that the Association or its successors, by and with the vote or written consent of ~~two-thirds (2/3)~~ of the then owners of the lots, shall have the power to waive, abandon, terminate, modify, alter, change, amend, eliminate or add to these Restrictions and this Declaration at any time hereafter and further provided that any said amendment must have the approval of the Developer, its successors or assigns until December 31, 1999. Any such waiver, abandonment, termination, modification, alteration, change, amendment, elimination, or addition shall take effect when a copy thereof executed and acknowledged by the Association or its successors in accord with the usual form of execution and acknowledgment of deeds, together with written consents of the requisite number of owners, has been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same shall thereafter remain in effect until perpetuity unless otherwise provided.

Section 2. Remedies. The Association, 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 to enforce any lien created by these Restrictions. The expense of enforcement by the Association shall be chargeable to the owner of the lot, including the cost of reasonable attorney's fees, any event any legal action is taken by the Association, and such fees, approved by a court of competent jurisdiction, shall constitute a lien on the lot, collectible in the same manner as assessments hereunder.

Section 3. Assignability. The Developer, its successors and assigns shall at all times have the right to fully transfer and assign any or all of this rights and powers under this Declaration, subject to the Developer's obligations hereunder.

Section 4. Nonwaiver. Failure of the Developer or any owner, or their respective legal representatives, heirs, successors and assigns, to enforce any Restrictions contained in this Declaration shall in no event be considered a waiver of

the right to do thereafter, as to the same violation or breach or as to such violation or breach occurring prior to or subsequent thereto.

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Section 5. Construction and Interpretation. The Association, to the extent provided herein, may and adopt and promulgate reasonable rules and regulations regarding the administration, and interpretation and enforcement of the provisions of this Declaration. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling or order or in carrying out any directive contained herein relating to this issuance of permits, authorizations, approvals, roles or regulations, the Association shall take into consideration the best interest of the owners to the end that the property shall be preserved and maintained as a viable community.

Section 6. Severability. All the covenants, conditions, restrictions and reservations contained in this Declaration are hereby declared to be severable and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof, it void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, clause or phrase thereof.

Section 7. Nonliability. Nothing contained in this declaration shall be construed in any manner as to impose upon the Association or the Developer, or their successors or assigns, any liability whatsoever for property damage and/or personal injury occurring to any person or persons whomsoever, or by reason of any use of any common areas, or roads, or adjacent waters, depicted on the Recorded Plot. Any and all persons using any such roads, common areas, easements and waterways, or any of the, shall do so at their own risk and without any liability whatsoever on the part of the Association, the Developer or the respective successors or assigns, as the case may be.

IN WITNESS WHEREOF, the said V & L Partnership has caused its name to be executed by Leonard Iacono the day, month and year aforesaid.

**NOTE: These are "new" additions to the Covenants to be placed under the following heading;**

#### **#4. RESTRICTIVE AND PROTECTICE COVENANTS**

Section 22: "Golf Carts," Golf cart owners shall submit their name, address, and number of golf carts that will be registered by house number. Owners are required to affix house numbers on golf carts at the rear or passenger side. No one under the age of sixteen may operate a golf cart unless accompanied by a licensed driver.

Section 23: "Carports," Carports must be placed on side or rear of lot behind front boundary of lot.

Section 24: "Rental," No property in the Pines may be rented for less than six months.