

DECLARATION" OP COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
Rolling Meadows

THIS D~CLARATION is made and executed this 18 th day of August, 1988, by The Landing, Inc., c/o Tunnell & Raysor, Race and Pine Streets, Georgetown,. Delaware 19947, hereinafter referred to as the "Developer."

WHEREAS, the Developer is the fee simple owner of certain real property located in Lewes and Rehoboth Hundred. The lands of Rolling Meadows, which are owned by The Landing, Inc., are described in Exhibit "A" hereto,, and the Developer desires to develop on the lands described in Exhibit "A" hereto a unified community t6 be known as "Rolling Meadows" ; and

WHEREAS, the Developer is the owner of the parcel of land described in Exhibit "A" and the Developer, as the owner of Exhibit "A" hereto, has caused to be recorded a subdivision plot for the lands of Exhibit "A" hereto which are designated as the subdivision plan of Rolling ~Meadows, dated November 16, 1987, and recorded in the Sussex County Recorder of Deeds Office in Plot Book 38 pages 263 and 264, hereinafter referred to as the "Record Plot"; and

WHEREAS, it is the desire and intent of the Developer which currently owns the lands described in Exhibit "A" hereto, ~to submit all the lands of Exhibit "A" to the same set of restrictive covenants and to have a property owners association administer the common areas that are or will be developed in accordance with the existing subdivision plan of Rolling Meadows, as shown on the "Record Plot"; and

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 lands of the "Record Plot" to the covenants, restrictions, easements, charges and liens (hereinafter referred to collectively as the "Restrictions"), as hereinafter set forth, for the benefit of the lands of the "Record Plot" and each owner thereof; and

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 administering any community facilities, common lands and recreational amenities, and administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of the State of Delaware, as a nonprofit corporation, the Rolling Meadows Homeowners Association, Inc., or a similar named corporation, for the purpose of exercising the functions aforesaid; and

WHEREAS, it is the intention of the Developer, by this Indenture, and by future amendments or supplements to this Indenture, to set aside certain interests in the real estate and to impose upon certain portions of the real estate the condition that they be held as Common Areas, and Recreation Areas in which Owners in the Development will have an "in common interest" and easements of enjoyment therein, the ultimate title of which shall be placed in an Association comprised of the Owners and being a membership corporation.

NOW THEREFORE, the Developer hereby declares that the following Restrictions shall run with, burden and bind the the lands shown and depicted on the subdivision plan of Rolling Meadows, as recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 38 at pages 263 and 264, the "Record Plot," and the Developer hereby declares that the lands of Exhibit "A" shall be held, transferred, sold, conveyed, occupied and used subject to the Restrictions hereinafter set forth 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 in title.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

A. "Association" shall mean and refer to the Rolling Meadows Homeowners Association, Inc., or such other nonprofit corporation as the Developer shall form, its successors and assigns.

B. "Common Areas" shall mean and refer to those areas of land designated on the recorded subdivision plots of the property as (i) the roads shown upon the "Record Plot" and therein designated as Dartmouth Drive, Gainsborough Drive, Plymouth Court, Sheffield Court, Hartford Way, Margate Court, Windemere Court, Windsor Court, Gainsborough Court, Lancaster Lane, Devon Court, Oxford Court, Chesterfield Drive; (2) The recreation areas and common areas as shown upon the "Record Plot"; and (3) All areas designated on the "Record Plot" as common areas. All said Common Areas shall be subject to all restrictions, easements or rights of way previously granted by the Developer or its predecessors in title.

C. "Developer" shall mean and refer to The Landing, Inc.

D. "Development" shall mean and refer to all the lands shown and depicted on the "Record Plot" of Rolling Meadows. The development is intended to include all of the lands described in Exhibit "A" hereto and upon the "Record Plot" showing numbered lots, common areas and common roads.

E. "Lot" shall mean and refer to any unimproved or improved residential plot of land intended and subdivided for a detached single

family residence, shown upon the "Record Plot" as a numbered parcel, but shall not include the "Common Areas" as hereinabove defined.

F. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 of this Declaration, or any owner of a contiguous lot who submits his lot to this Declaration.

G. "Mortgage" shall mean and refer to any mortgage, deed of trust, or similar instrument granted as security for the performance of any obligation.

H. "Owner" shall mean and refer to the record owner, whether one or more person or entities, holding a fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

I. "Rolling Meadows" refers to the lands shown on the "Record Plot" of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 38 at pages 263 and 264, and made a part of the development and submitted to these restrictive covenants as lots and common areas with the recording of this indenture.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot, which is subject to a assessment or subject to 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.

(a) Class A members shall be all lot Owners of a lot shown on the "Record Plot" of Rolling Meadows. 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 (i) vote be cast with respect to any Lot. The Developer shall be entitled to one (1) vote for each lot held by the Developer.

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ARTICLE III

PROPERTY SUBJECT TO DECLARATION

Section 1. Existing Property. The real property subject to this Declaration is all that property located in Lewes and Rehoboth Hundred,

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Sussex County, Delaware, shown on the "Record Plot" and described in Exhibit "A," and the lands subject to this Declaration shall also be subject to restrictions, easements, or rights of way previously granted by the Developer, or its predecessors in title, as recorded in the Office of the Recorder of Deeds, in and for Sussex County.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Certificate of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the association as a surviving corporation pursuant to a merger; provided however, that such merger shall have been approved by a vote of two-thirds (2/3) of the Class A membership, at a meeting duly called for such purpose. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the lands of the "Record Plot," together with covenants and restrictions established upon any other properties as one community. No such merger or consolidation, however, shall affect any revocation or change to the covenants established by this Declaration.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Owner's Easement of Enjoyment. Subject to the provisions of Section 3 of ARTICLE IV, every Owner shall have a 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 until such a time as, in the opinion of the Developer, the Association may 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 in the Common Areas to the Association, subject to all previous restrictions of record and this Declaration no later than December 31, 1991.

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 as provided in its Certificate of Incorporation and by-laws, to suspend the enjoyment rights of any Member in any easement or in any Common Areas, for any period during which any assessment against such Member remains unpaid, and for any period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

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(b) 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.

(c) The right of the Developer prior to the conveyance of the Common Areas to the Association, and of the Association, to grant and reserve easements 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.

(d) The right of the Association to adopt rules and regulations governing the use by the Owners of the Common Areas.

Section 4. Delegation of Use. Any Owner may delegate his rights of enjoyment to the Common Areas and facilities to the members of his family, tenants, or contract purchases (and members of the family of any tenant or contract purchaser) who reside on the property or to such other persons as may be permitted by the Association.

Section 5. Obligations of the Association. The Association shall:

(a) Operate, reinstall, maintain and replace, for the use and benefit of all Members of the Association, all Common Areas and facilities and improvements developed thereon, including the road improvements and recreational improvements, and keep the roads open and operational for year round vehicular use, including reasonable snow removal. Provided however, the Developer shall be obligated to install to the required County specifications the initial road improvements.

(b) Maintain and install all facilities on, mow the grass on, replace all dead or destroyed original landscaping on, all Common Areas.

ARTICLE V

COVENANT FOR MAINTENANCE

Section 1. Creation of Lien and Personal Obligation of Asses ments. The Developer, for itself and its successors and assigns, and for each lot within the lands of the "Record Plot", hereby covenants, and each Owner of any lot, by acceptance of a deed or other transfer document therefor, whether or not it shall be expressly established in such Deed or other transfer 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, special and user assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, for the collection thereof, shall also be the personal obligation of the person who was the Owner of such property at the time when the

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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 Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the lands of the "Record Plot", and particularly for the improvement and maintenance of the Common Areas located therein, 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, 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 facilities thereon.

Section 3. Basis and Maximum Annual Assessment. Each respective 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 lands of the "Record Plot", provided however, that such assessment shall in no event exceed the sum of Two Hundred Dollars (\$200) per lot for any year unless said maximum be adjusted as hereafter provided. The first assessment year shall be January 1, 1990, 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 ninety (90) 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 of the charge of the assessment for said year, when due and the amount due on each lot or parcel of land owned 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.

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, fix the annual Assessment in an amount below the maximum annual assessment set forth in Section 3 hereof and may provide for the payment in monthly installments, provided however, the amount of the Annual Assessment shall not exceed Two Hundred Dollars (\$200), unless two-thirds (2/3) of Class A membership of the Association agree that the maximum yearly assessment shall be raised.

Section 5. 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

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replacement of a capital improvement upon the Common Areas, including the necessary fixture 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 Class A membership.

Section 6. Date of Commencement Assessment; Due Date. The annual assessment as to any Lot shall commence on the conveyance of such lot, prorated for the remaining portion of said year, providing such conveyance is after January 1, 1990. Lots held by the Developer are exempt from the annual assessment. In the event a Lot is conveyed prior to January 1, 1990, the annual assessment will commence on January 1, 1990. The annual assessment due upon the conveyance of any lot in the development from the Developer to any third party purchasers after January 1, 1990, and collectible at settlement shall be One Hundred Dollars (\$100) per lot unless the annual assessment be changed by the Association; the annual assessment charged at settlement of a lot transferred from the Developer to an Owner shall not be prorated. The date of any special assessment under Section 3 hereof shall be fixed in any resolution authorizing such assessment.

Section 7. Effect of Nonpayment of Assessment. The Personal Obligation of the Owner: the Lien; Remedies of the Association. If any Assessment is not paid on the date when due as hereinabove provided, then such Assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, 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 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, the Assessment shall 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 a 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 shall include interest on the Assessment above provided and reasonable attorneys' fees to be fixed by the court, 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.

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

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Section 9. Exceptions for Assessments. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use;
- (b) All Common Areas ;
- (c) All Lots owned by the Developer and not sold or leased by the Developer or its successor to third persons.

ARTICLE VI

RESTRICTIVE AND PROTECTIVE COVENANTS

Section 1. Utility Easements.

(a.) The Developer, for it, its successors and assigns, and for the Association, hereby reserves the right to grant easements over, under, in, on and through the Common Areas and all roads plotted and shown on the recorded plots for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, inspection of water service, 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 land owners, 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.

a. There is hereby reserved along the rear of each numbered lot an easement of ten (10) feet in width for utilities. There is hereby reserved along the side line of each lot an easement of ten (10) feet in width; provided however, that any combined lots will extinguish the easement along the interior division line, which shall be abolished in a lot combining.

Section 2. Utility Easements; Prior Restrictions. The properties are subject to all those prior easements, rights of way and restrictions placed upon the lands of the "Record Plot" 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.

Section 3. Residential Use. All numbered lots as plotted on the recorded subdivisionplot of Rolling Meadows 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 numbered Lot other than one (1) detached single family dwelling, with optional attached garage building or carport (hereinafter sometimes referred to as the main dwelling). Accessory structures for storage may be permitted by the Architectural Review Committee, as hereinafter provided for, however, such structures shall be of the same style and exterior finish as the main dwelling. Garage doors facing any street

must be kept closed, except when used for entering or exiting the garage.

Section 4. Restrictions as to Types of Construction, Prohibiting Mobile Homes. No trailer, mobile home, double wide or similar type structure, which moves to a building site on wheels attached to its own under carriage, tent, shack, garage, barn or other type outbuildings shall at any time be used as a residence, temporary or permanently, and no trailer, mobile home, double wide, tent, shack, garage, or barn shall be utilized as a main or single family dwelling unit on any lot as shown on the recorded plot.

Section 5. Restriction Against Business Use. No numbered lot on the "Record Plot" of Rolling Meadows shall be used at any time to conduct business, or for the conduct on said numbered 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 shall be used as a residence until the exterior is fully completed, according to the plans and specifications approved therefor, as such approval is hereinafter provided. No one shall reside on any numbered lot, casually, temporarily or permanently except in a dwelling house, completed according to the plans and specifications approved as hereinafter provided.

Section 6. Approval of Plans and Specifications Required. No main building, garage, structure, fence, wall, pool or other improvement, 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 of the numbered lots which are shown on the "Record Plot" of Rolling Meadows, 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, through its duly designated Architectural Review Committee ("ARC"), its successors or assigns, and until a copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the Association, its successors or assigns, providing that nothing herein shall require the aforesaid approval as to interior decorations, alterations or changes. The Association, its successors and 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 architectural style or other reasons. In passing upon such plans and specifications, or grading and landscaping plans, the Association, its successors or assigns, shall have the right to take into consideration the suitability of the proposed building 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 use, 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, including the compatibility of the architectural style with the community as a whole. Corner lot owners must elect the front yard on one of the streets. 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 subdivision plot of Rolling Meadows, by accepting title thereto or by occupying the same, hereby covenants and agrees that no building, structure or improvement shall be erected, altered, placed or permitted to remain upon any such Lot, or other land area, unless and until plans and specifications therefor have first met the requirements of this Section. Until the first meeting of the Association which elects a Board, and the Board appoints an ARC, the Developer shall act as the ARC. ~

Section 7. Resubdivision. No lot as shown upon the recorded plot of Rolling Meadows 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. Water. Water shall be supplied to each lot by a Public Service Commission regulated water utility company. No lot owner may obtain a separate well unless the water company serving the subdivision approves in writing such separate well. Water fees and charges shall be as established by the tariff of such water company approved by the Public Service Commission.

Section 9. Signs and Advertising Regulated. No signs, notices or advertising matter of any nature or description, except standard real estate "for sale" or "for rent" signs limited to one per lot of less than six square feet shall be erected, used or permitted upon any of the Lots shown on Exhibit "B," 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. The building setback requirements and height limitations are as follows:

- (a) Required Front Yard - 40 feet;
- (b) Required Rear Yard - 20 feet;
- (c) Required Side Yards (two required) - 15 feet each;
- (d) Maximum Height of any structure is 35 feet measured from

the crown of the road on which the lot fronts to the mid-point of the roof of the structure;

(e) Yard means an open space free of any structures, elevated more than one foot above natural ground level, except fences. Fences are the only elevated structure permitted in the required yard;

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(f) For corner lots, the owner may abut one street upon which his lot will front for determining the required front, rear and two side yards.

Section 11. Garbage Receptacles. Each Lot shown on the recorded plot shall provide receptacles for garbage in a screened area not generally visible from any interior road, as shown upon the recorded subdivision plot of Rolling Meadows, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the Association or its successors or assigns.

Section 12. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view; but same may be installed within the main dwelling, or within an accessory building or buried underground or properly screened from view providing the method of screening is approved by the Association.

Section 13. Construction and Demolition. Once construction or demolition of any building has been commenced on any numbered 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 and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of an attempt to abandon the same in its partially completed or demolished state and shall be deemed to be a public nuisance. In the event construction plans have been approved pursuant to Section 6, 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 void the approval.

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 height 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. Provided however, the fences enclosing pools or garbage receptacles may be constructed to a height of up to eight (8) feet if approved by the Association through its designated Architectural Review Committee.

Section 15. Pools. Private on lot pools are permitted provided they are inground; that is, no part of the pool may be elevated more than one (1) foot above ground level. All pools must be fenced by a fence of at least four (4) feet in height to prevent any unauthorized access. Location of pools must be approved by the ARC.

Section 16. Nuisances. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept conditions of buildings or grounds upon a Lot which will tend to substantially decrease the beauty of the development 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, or nuisance to the lands of the "Record Plot." There shall not- be maintained upon any Lot any 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 community. 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 household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly, or unpleasant, shall not be prohibited under this Section.

Section 17. Landscaping. No landscaping, shrubs or trees to be placed on or removed from 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 through its duly designated Architectural Review Committee. 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 landscaping in conformance with the standards set by the Architectural Review Committee of 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) Drain pipe under the driveway, with the size, shape, and location of same, to be approved by the ARC to facilitate surface drainage.

Section 18. Weeds and Undergrowth. No noxious weeds, undergrowth or accumulated trash of any kind shall be permitted to grow or maintain upon any lot by the owner or occupier thereof. The Association, its successors and assigns reserves the right to notify the owner or occupier to cut and/or remove any such offending growth or trash. Within ten (10) days of the giving of notice in writing by the Association to the owner or occupier of any lot to remove trash or control undergrowth or weeds and, if the owner or occupier shall fail or neglect to comply with any notice, in such an event, the Association or its successors shall be empowered to enter upon such lot, together with such assistance and equipment as may be required, and thereupon to cut and/or remove the same, all without being deemed a trespasser, and all at the expense of the owner of said lot. Any expense incurred by the Association or its successors in conjunction with this Section, shall be billed to the owner, and the owner agrees to remit same within thirty (30) days of billing. Failure to remit within thirty (30) days of such bill, on the receipt thereof by the owner, shall entitle the Association, its

successors or assigns to bring suit, for such charges; and in any such suit the Association shall be entitled to treble the amount of such expenses it has incurred, plus the costs of said suit, and the reasonable attorneys' fees, incurred by it, enforcing this restriction. By the acceptance of any numbered lot in the subdivision each owner thereof, hereby accepts this Section, and agrees that the treble damages and reasonable attorneys' fees to collect same, for nonremittance of the expenses of the Association, its successors and assigns, incurred to remove trash or noxious growth is reasonable and will constitute liquidated damages for the cost and expense of the Association, its successors and assigns in enforcing this restriction through litigation. This Section and any part hereof shall not be construed as an obligation on the part of the Association or its successors and assigns to provide garbage or trash removal services, nor shall it be construed as an obligation on the part of the Association or its successors and assigns to provide garbage or trash removal services, nor shall it be construed as an obligation upon the Association to remove the underbrush or rubbish or to cut grass or brush from any of the lots in the development, after same have been out conveyed by the Developer. However, the Association, its successors and assigns, reserves the right and privilege to enter upon any said lot for the purposes as set forth herein, being to maintain the appearance of any lots so as not to cause detriment to the community at large.

Section 19. Minimum Size. No main dwelling shall be erected or used on any lot, the interior heated square footage of which shall be less than one thousand four hundred square feet (1,400 sq. ft.), exclusive of all porches, breezeways, carports, garages and terraces, stoops and the like. And in the event of a multi-level or multi-story dwelling, at least one floor of such dwelling shall contain a minimum interior heated square footage of nine hundred square feet (900 sq. ft.), and the overall dimensions shall be a minimum of one thousand six hundred interior heated square feet (1,600 sq. ft.), exclusive of all porches, breezeways, carports, garages and terraces, stoops and the like.

Section 20. Parking Spaces. Each numbered lot shall have provided space for parking two (2) automobiles off the private roads of the subdivision prior to occupying any dwelling constructed on any lot.

Section 21. Exterior Lights. Exterior lights not attached to any permissible main structure placed or erected, and maintained or any lot set forth on the recorded plot, shall not be in excess of two (2) feet in height above ground level. In no event shall any vapor or security exterior lights be placed on any lot in the subdivision, whether attached, or not attached, to any building permitted pursuant to these restrictions.

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Section 22. Roof Pitch. All roofs shall have a minimum pitch of 5/12 feet.

Section 23. The provisions of Article VI, Sections 3, 5, 9, 10, 13, 14 and 19 shall not apply to Common Areas and the provision of Article VI, Sections 3 and 5 shall not apply to the Developer using a model house, the clubhouse or other structure located on a numbered lot as a temporary sales office, until 95% of the lots are sold and have gone to settlement.

TUNNELL & RAYSOR
GEORGETOWN, DEL.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration and Amendment. The Restrictions of this Declaration run with and bind the lands of the "Record Plot" and shall inure 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. 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 acknowledgement 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 in perpetuity unless otherwise provided.

Section 2. In addition to the amendment power set forth in Article VII, Section 1, the Rolling Meadows Homeowners Association acting through the Architectural Review Committee, shall have the power, at its sole discretion, and for the purpose of architectural style and providing a systematic development of the community, to waive, modify, or vary the restrictions establishing minimum setback requirements, front, side and rear lines, and the minimum square footage required for any main structure built upon any lot.

In the event the Rolling Meadows Homeowners Association through its Architectural Review Committee, exercises its power, or in the event of any exercise of power to modify, or grant a variance of the restrictions as to setback lines, front, rear and side, and minimum main building square footage size, such grant of modification or variance shall take effect upon a copy of said grant of modification or variance thereof executed and acknowledged by Rolling Meadows Homeowners Association, Inc., its successors and assigns, being filed for record in the Office of the Recorder of Deeds, in and for Sussex County and the same shall thereafter remain in effect as to that lot in perpetuity; provided however, that such modification, or variance as to a particular lot, shall have no effect as to the setback restrictions, and minimum square footage requirement of main residential structures as to any lot in the subdivision. It is specifically recognized that this right to grant a variance or modification as to the setback restrictions and the minimum square footage restrictions, is reserved, and acknowledged to be in Rolling Meadows Homeowners Association, Inc., for the purpose of allow-

ing each lot in the subdivision to be developed to that lot's maximum architectural potential as a residential lot, taking into consideration the configuration of the lot, and preserving the value of the lot in question, and lots which are adjacent, or in close proximity to such lot which is the subject matter of the grant of any such modification or variance.

Section 3. 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 costs of reasonable attorneys' fees, in the 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 4. Assignability. The Developer, its successors and any or all of its rights and powers under this Declaration, subject to the Developer's obligations hereunder.

Section 5. 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 so thereafter, as to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 6. Construction and Interpretation. The Association, to the extent provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, and interpretation and the 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 the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners to the end that lands of the "Record Plot" shall be preserved and maintained as a viable community.

Section 7. 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 is void, unlawful or unenforceable shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations, clause or phrase thereof.

Section 8. 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, boat slips and water ways, or any of them, shall do so at their own risk and without any liability whatsoever on the part of the Association, the Developer or their respective successors or assigns, as the case may be.

LAW OFFICES
TUNNELL & HAYSON
GEORGETOWN

STATE OF DELAWARE :
 : ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this / ? day of ~L~~,

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A.D. 1988, personally came before me, The Subscriber, a Notary Public
for the State and County aforesaid,

President of THE LANDING, INC., a corporation of the State of Delaware, party to this Indenture, known
to me personally to be such, and acknowledged this Indenture to be his act and Deed, and the act and the
Deed of the said corporation; that the signature of the =resident is in his own proper handwriting; that
the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority;
and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution
of the Board of Directors of the said corporation.

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

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