

Tax Parcel No.: 08-018.00-020

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**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**OF**

**HOCKESSIN CHASE**

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CONDITIONS AND RESTRICTIONS  
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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration of Covenants"), made this 13th day of November, 1998, by HOCKESSIN CHASE, L.P., a Delaware limited partnership for itself, its successors, grantees and assigns other than the purchasers of a Lot (herein called the "Declarant").

**Section 1. Submission to the Declaration of Covenants.** Declarant hereby submits the land consisting of 92.99 acres, more or less, situate east of Limestone Road (Delaware Route 7), Mill Creek Hundred, New Castle County, Delaware, as shown on the Record Major Subdivision Plan of Hockessin Chase recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware at Microfilm No. 13419, and more fully described on Exhibit "A" hereto, together with the buildings and improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto (the "Property"), to the terms, conditions and provisions of this Declaration of Covenants.

**Section 2. Definitions.** The following terms when used herein and in the By-Laws shall have the meanings ascribed to them by this Section 2.

(a) **"Board of Directors"** shall mean a group of individuals who shall manage and administer the business affairs and operation of the Maintenance Corporation on behalf of the Members.

(b) **"By-Laws"** shall mean the governing rules and procedures for the operation of the Maintenance Corporation.

(c) **"Common Expenses"** shall mean the expenses for which all of the Owners shall be liable pursuant to this Declaration of Covenants or the By-laws.

(d) **"Common Receipts"** shall mean the funds collected from Owners as Assessments and receipts designated as common by the provisions of this Declaration of Covenants and the By-Laws.

(e) **"Common Surplus"** shall mean the excess of all Common Receipts over all Common Expenses.

(f) **"Community"** shall mean the development known as Hockessin Chase which includes the Property.

(g) **"Community Facilities"** shall include all private open spaces and common facilities designated and established as such on the Plan, including and together with any sidewalks thereon or abutting thereto or sidewalks abutting roads; signs; storm water management basins, areas and facilities; landscaping and berms therein; active recreational facilities; landscaping on easements; and other common amenities depicted, located or constructed on the Land, but not located on an individual lot or within areas to be dedicated to New Castle County, and any other property which the Community Association may hereafter own, acquire or construct.

(h) **"Lot(s)"** shall mean each separate and subdivided parcel of land which is shown on the filed and recorded Plan, and all structures which are or will be erected thereon.

(i) **"Maintenance Corporation"** shall mean and refer to any maintenance corporation intended to be formed by the Declarant or Owners as a membership corporation for the benefit of Owners and charged with the maintenance of Community Facilities.

(j) **"Maintenance Declaration"** shall mean and refer to that certain Maintenance Declaration executed by the Declarant prior hereto, and recorded in the Office of the Recorder of Deeds in and for New Castle County at Deed Book 2439, Page 95, which is intended to impose certain covenants on the Property.

(k) **"Members"** shall mean and refer to every person or entity who holds membership in the Maintenance Corporation.

(l) **"Owner(s)"** shall mean the record owner of any Lot, excluding those persons having an interest merely as security for the performance of an obligation. Multiple Owners of a single Lot shall together be deemed one Owner for purposes of this Declaration of Covenants.

(m) **"Plan"** shall mean the Record Major Subdivision Plan of Hockessin Chase prepared by Karins and Associates dated February 28, 1997, last revised December 22, 1997, approved by New Castle County and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, on January 28, 1998, at Microfilm No. 13419, showing the Property.

### **Section 3. Applicability; Membership in the Maintenance Corporation.**

(a) This Declaration of Covenants shall be applicable to the Property. All Owners of Lots and their tenants, guests, or invitees, and any other persons who shall be permitted to use the Community Facilities, shall be subject to this Declaration of Covenants, the By-Laws and any rules and regulations promulgated by the Board of Directors.

(b) All Owners upon acceptance of the deed to their Lots shall become Members of the Maintenance Corporation and shall be obligated to pay all Assessments levied by the Maintenance Corporation as provided in the Maintenance Declaration. Membership in the Maintenance Corporation shall be limited to the Owners of Lots subjected to this Declaration of Covenants and the Declarant. Except as set forth herein and in the Maintenance Declaration, the affairs of the Maintenance Corporation shall be governed by the By-Laws.

(c) Notwithstanding any other provision of this Declaration of Covenants or the By-Laws, no action shall be taken or adopted by the Maintenance Corporation which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, but not limited to, development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant.

(d) In the event a Member shall lease or permit another to occupy his or her Lot or any dwelling constructed thereon in accordance with the provisions of this Declaration of

Covenants, the tenant or occupant shall be permitted to enjoy the Community Facilities but shall not vote in the affairs of the Maintenance Corporation, except when the Member shall permit the tenant or occupant to exercise the proxy vote of the Member.

(e) Every lawful transfer of title to a Lot shall include membership in the Maintenance Corporation and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Maintenance Corporation may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

**Section 4. Management, Operation, Maintenance and Dedication of the Community Facilities.** The Declarant may transfer to the Maintenance Corporation and the Maintenance Corporation shall accept ownership of the Community Facilities in accordance with the terms, provisions and requirements of Section 32-376 of the New Castle County Code, as amended. After transfer by the Declarant, the management, operation and maintenance of the Community Facilities shall be the responsibility of the Maintenance Corporation, which responsibility the Maintenance Corporation may delegate to a professional manager or agent. The Maintenance Corporation shall thereafter maintain the Community Facilities in accordance with all ordinances and approvals, and in accordance with sound property management practices.

**Section 5. Owner's Easement of Enjoyment.** Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Community Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject to (a) the right of the Maintenance Corporation to establish rules and regulations governing their use, and (b) the easements described elsewhere in this Declaration of Covenants.

**Section 6. Easements.**

(a) All the Property shall be subject to an easement for the present and future installation and maintenance of electric service, master and cable television service, telephone service, water service, storm water and sanitary sewage service, gas service and other utility services, and the facilities and appurtenances necessary to the same. This easement shall run in favor of the Declarant, the Maintenance Corporation and the entity or entities owning or operating the utilities, and the Declarant and the Board of Directors shall have the right to grant additional utility easements in connection with the supply of utilities to the Community.

(b) The Maintenance Corporation and its agents and employees shall have the irrevocable right and easement of access to each Lot as necessary for the inspection, maintenance, repair or replacement of any of the Community Facilities accessible therefrom, or to abate any violation of this Declaration of Covenants or any rules or regulations of the Maintenance Corporation or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property. The cost of the repairs made to any Lot shall be chargeable to the Owner of the Lot.

(c) The Declarant reserves an easement over the entire Property, including all Lots, for the ingress and egress of itself, its agents and employees, for purposes of marketing and construction or maintenance of Lots, including an easement to change or alter the grading of the

Property or to correct any construction errors, defects or violations of ordinances or codes. The Declarant shall also have the right to maintain construction and sales offices, specialty lighting, specialty fencing and signs on the Community Facilities or on any Lot which it owns. The rights reserved for the Declarant by this Section 6(c) shall remain in effect for two (2) years after the Declarant has conveyed the last Lot in the Community. This Section 6(c) shall not be amended without the prior written consent of the Declarant.

(d) For a period of ten (10) years from and after conveyance of the last Lot which it owns in the Community, Declarant shall have an easement over the entire Property, including all Lots, for purposes of repairing, maintaining or replacing any entrance monuments, community signage or associated landscaping.

(e) All of the easements described in this Declaration of Covenants shall run with the land and inure to the benefit of and be binding upon the Declarant, the Maintenance Corporation, each Owner and each tenant, occupant or other person having any interest in any Lot or in the Community Facilities.

**Section 7. Owners' Assessment Obligations.** Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Maintenance Corporation (in addition to any other charges or costs levied by the Maintenance Corporation pursuant to this Declaration of Covenants) all Assessments, including, but not limited to the following: (a) annual assessments, established in accordance with the terms of the Maintenance Declaration; (b) special Assessments fixed, established and collected from time to time as provided in this Declaration of Covenants; (c) any other charges or Assessments for what may be determined from time to time by the Maintenance Corporation to be Common Expenses and (d) interest on delinquent assessments at the rate of eighteen percent (18%) per annum, reasonable attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration of Covenants, the Maintenance Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Maintenance Corporation shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots in the event that the Maintenance Corporation expends any sums in exercising its right to enforce any provision of this Declaration of Covenants or the Maintenance Declaration against the Lot(s) or Owner(s). No Owner may exempt himself from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by setoff or counterclaim.

**Section 8. Time of Payment.** Except as otherwise provided in this Declaration of Covenants and in the Maintenance Declaration, payment of Assessments by the Owner shall be made at the discretion of the Board of Directors; provided that all annual Assessments shall be set in accordance with the terms of the Maintenance Declaration.

**Section 9. Lien for Assessments; Personal Obligation.** All Assessments and Limited Charges chargeable to any Lot, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for non-compliance with this Declaration of Covenants, the By-Laws and any rules and regulations of the Maintenance Corporation shall constitute a lien against the Lot in favor of the Maintenance Corporation and

shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment or Limited Charge became due. Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any Property which is subject to such charges regardless of when such mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

**Section 10. Effect of Non-Payment of Assessments.** Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Board of Directors may assess fines, late charges and costs of collection (including reasonable attorneys' fees) in addition to the interest charged hereunder.

**Section 11. Method of Enforcing Collection of Assessments.** Any Assessment charged against a Lot, may be enforced by a lawsuit brought by the Board of Directors on behalf of the Maintenance Corporation in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described in Section 9 against the Lot, or both, and it may seek whatever other remedy is available at law or in equity. In addition, the Maintenance Corporation shall have the right to revoke the rights of an Owner in the Maintenance Corporation, including the right to vote; provided the Maintenance Corporation shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final.

**Section 12. Unpaid Assessment at the Time of Execution Sale Against a Lot.** In the event that title to a Lot is transferred by sheriff's sale pursuant to execution upon any lien against the Lot, to protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

**Section 13. Mortgage Foreclosure.** If a Lot is acquired as a result of foreclosure or deed in lieu of foreclosure of a first lien mortgage, the acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Maintenance Corporation pertaining to the Lot or chargeable to the former Owner which accrued prior to acquisition of title. The unpaid share of the charges shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure.

**Section 14. Owners' Negligence.** Each Owner shall be obligated to reimburse the Maintenance Corporation for any expenses incurred by it in repairing or replacing any part or



parts of the Community Facilities damaged by such Owner's act, omission or negligence or by the act, omission or negligence of its tenants, agents or guests promptly upon receipt of the Maintenance Corporation's statement therefor.

**Section 15. Surplus Funds.** Any Common Surplus of the Maintenance Corporation remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Maintenance Corporation as determined by the Board of Directors and, to the extent not used, may be credited to the Owners to reduce their future Assessments.

**Section 16. Transfer of Lots.** An Owner may transfer all of his ownership in the Lot (which must include his membership in the Maintenance Corporation) at any time to any other person, and it shall not be necessary to secure the prior consent of the Maintenance Corporation, Board of Directors or any other Owner.

**Section 17. Use Restrictions.** The following restrictions shall apply to each Lot in the Community, which restrictions may not be amended or revoked without Déclarant's consent until such time as Declarant conveys the last Lot in the Community owned by Declarant:

(a) Residential Purposes. The Lots shall be used for residential purposes only; provided, however, that Declarant and any successor or assign holding title to a Lot for the purposes of home building, shall have the right to maintain construction or sales offices, signs, specialty fencing, specialty lighting and other displays, and to otherwise use any Lot for the purposes of construction and sales of Lots in the Community, for so long as Declarant or its successor or assign holds title to the Lot.

(b) No Nuisances. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) No Trailers, Clotheslines, etc. No trailer, boat, camper, commercial vehicle, unlicensed vehicle or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on a Lot at any time, either temporarily or permanently.

(d) No Livestock and Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot.

(e) No Signs. No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling including, but not limited to, real estate "For Sale" or "For Rent" signs. Notwithstanding the foregoing or any other terms of this Declaration of Covenants, the restriction against "For Sale" and "For Rent" signs shall terminate upon the conveyance of the last Lot owned by Declarant in the Community.

(f) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the

installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(g) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot any fence, in-ground pool, tennis court or other outdoor game court, storage shed or other exterior building, addition or improvement, without the prior written consent and design approval of Declarant until such time as Declarant no longer owns a Lot in the Community, and thereafter without the prior written consent of the Board of Directors. Under no circumstances may any fences, hedges or mass plantings of any type be erected or planted in front of the front wall line of the dwelling; nor may any above-ground pools be erected or maintained at any time. Each Owner shall act to insure that the Property and each Lot remain open to light and air. As an example, no stockade fence or similar fence that blocks one's view or any other structure that will in any way prohibit free view of the Property will be permitted. The grading of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lots.

(h) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.

(i) No Television and Radio Towers, Dishes or Antenna. Except as hereafter provided, no radio, television or other tower, pole, dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than two feet (2') in diameter may be installed on the Lot provided that no part of the satellite dish is visible from the street on which the house fronts.

#### **Section 18. Compliance and Default.**

(a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Lots and the Community Facilities consistent with the provisions of this Declaration of Covenants. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of Lots.

(b) Failure of an Owner to comply with any provision of this Declaration of Covenants or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Maintenance Corporation or any aggrieved Owner to the remedies provided in this Declaration

of Covenants and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration of Covenants, the By-Laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Maintenance Corporation or any aggrieved Owner to sue for the recovery of damages or for injunctive relief, or both. The relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Fees: In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration of Covenants, the By-Laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys', expert witness and other fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration of Covenants, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**Section 19. Complaint and Hearing Procedure: Actions by Owner.** No Owner or occupant shall have the right to object, challenge or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of the By-Laws.

#### **Section 20. Amendments.**

(a) Subject to the other provisions of this Declaration of Covenants relative to amendment, this Declaration of Covenants may be amended in the following manner:

(i) Before Any Conveyances: Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration of Covenants in any legal fashion which the Declarant may deem appropriate. After the first transfer of title, the terms of the following Subsection shall apply.

(ii) By Resolution: An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of the Members. No proposed amendment shall be effective unless it has been adopted by the affirmative vote or written agreement of at least fifty-one percent (51%) of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Maintenance Corporation at which a proposed amendment is to be considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.

(b) No amendment of this Declaration of Covenants shall make any change which would in any way affect any of the rights, privileges, powers or options of the Declarant unless

the Declarant shall join in the execution of the amendment. As long as the Declarant owns any portion of the Property, the Declarant may amend this Declaration of Covenants or the By-Laws in any manner which the Declarant believes either is necessary or desirable for the development, marketing, administration or operation of the Property and will not materially adversely affect these Owners.

(c) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Maintenance Corporation with the formalities of a deed. The amendment of the Declaration of Covenants shall be effective when the certificate and copy of the amendment are recorded.

(d) If any amendment of this Declaration of Covenants or the By-Laws is necessary in the judgment of the Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration of Covenants or the By-Laws, or if an amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD or VA or other institutional purchasers, guarantors or insurers of first mortgage liens with respect to the Community or to the requirements of the municipality in which the Property is located, the Board of Directors may at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

**Section 21. Duration.** The covenants and restrictions of this Declaration of Covenants shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration of Covenants is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, at least six (6) months before the commencement of any extension, by a vote of not less than seventy-five percent (75%) of the Members, evidence of which shall be recorded.

**Section 22. By Unanimous Agreement.** This Declaration of Covenants may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners and all holders of mortgages or judgment or other liens affecting the Lots. This deed of revocation shall become effective upon being recorded.

**Section 23. Notice.** All notices required to be served upon Owners pursuant to this Declaration of Covenants or the By-Laws shall be sufficient if delivered to the Lot or mailed to the Owner at the Lot mailing address by regular mail and if delivered or mailed to the Declarant at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Lot or the Declarant's business office in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

**Section 24. Severability.** If any provisions of this Declaration of Covenants are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein.

**Section 25. Headings.** The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration of Covenants.

**Section 26. Effective Date.** This Declaration of Covenants shall become effective when it has been duly entered of record.

**Section 27. Binding.** This Declaration of Covenants shall inure to the benefit of and shall be binding on the Declarant's successors or assigns.

**IN WITNESS WHEREOF,** the Declarant has set its hand and seal the day and year first written above.

Sealed and delivered  
in the presence of:

HOCKESSIN CHASE, L.P.  
a Delaware limited partnership

By: Tenby Hunt, Inc.,  
a Delaware corporation, General Partner

By: \_\_\_\_\_ (SEAL)  
(Print name, title)

Attest: \_\_\_\_\_  
(Print name, title)

[ CORPORATE SEAL ]

STATE OF DELAWARE            )  
  ) SS.  
COUNTY OF NEW CASTLE        )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1997, by \_\_\_\_\_, the \_\_\_\_\_ of Tenby Hunt, Inc., a Delaware corporation, acting in its capacity as the General Partner of Hockessin Chase, L.P., a Delaware limited partnership, as the act and deed of the corporation:

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Tax Parcel Nos: Part of 08-018.00-020,  
Part of 08-018.40-083,  
Part of 08-018.40-131,  
Part of 08-018.40-132,  
Part of 08-018.40-133,  
Part of 08-018.40-134,  
Part of 08-018.40-135,  
Part of 08-018.40-136,  
and  
Part of 08-018.40-137

Prepared by and Return to:  
Brent C. Shaffer, Esquire  
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P.O. Box 391  
Wilmington, DE 19899-0391

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF HOCKESSIN CHASE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HOCKESSIN CHASE ("Amendment") is made, entered into and is deemed effective as of the \_\_\_\_ day of \_\_\_\_\_, 1999 (the "Effective Date"), by HOCKESSIN CHASE, L.P., a Delaware limited partnership (hereinafter referred to as the "Declarant").

RECITALS:

1. Declarant is party to that certain Declaration of Covenants, Conditions and Restrictions of Hockessin Chase, dated November 13, 1998, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Book 2549 at Page 299 ("Declaration of Restrictions").

2. Declarant is the current owner of all those certain lots, pieces, or parcels of land, situate east of Limestone Road (Delaware Route 7), Mill Creek Hundred, New Castle County and State of Delaware, consisting of approximately 92.99 acres of land, and being known as "Hockessin Chase", as shown on that certain Record Major Subdivision Plan of Hockessin Chase (the "Plan"), of record in the Office of the Recorder of Deeds, in and for New Castle County an the State of Delaware, in Microfilm No. 13419, and being a residential subdivision, more particularly bounded and described as set forth in Exhibit "A" attached thereto (hereinafter the "Property").

3. Section 20 of the Declaration of Restrictions provides that the Declarant has the absolute right to amend the Declaration of Restrictions without the joinder of any other parties prior to the transfer of any Lot by the Declarant to an ultimate owner, by executing and recording this Amendment in the Office aforesaid.

4. Pursuant to Section 20 of the Declaration of Restrictions, Declarant desires to amend the Declaration of Restrictions so that it no longer affects a certain strip contained within the Property, which strip is to be subsequently conveyed to an adjacent landowner.

NOW THEREFORE, in consideration of the foregoing recitals, each of which is made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby amends the Declaration of Restrictions as follows:

1. As of the Effective Date, the provisions contained in Exhibit "A" attached to this Amendment are hereby inserted at the end of Exhibit "A" attached to the Declaration of Restrictions.

2. As of the Effective Date, Section 2(m) of the Declaration of Restrictions is deleted in its entirety and the following provisions inserted in their place:

(m) "Plan" shall mean the Record Major Subdivision Plan of Hockessin Chase prepared by Karins and Associates dated February 28, 1997, last revised December 22, 1997, approved by New Castle County and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware on January 28, 1998, at Microfilm No. 13419; as modified and superseded in part by the Record Resubdivision Plan Hockessin Chase Lots 142-148 prepared by Karins and Associates dated December 9, 1998, last revised January 7, 1999, approved by New Castle County and recorded or to be recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware; together showing the Property.

3. As of the Effective Date, those former portions of Lots, private open space, and right-of-ways to be dedicated to public use within Limestone Road and Fieldstone Drive contained within the legal description described in Exhibit "A" attached to this Amendment are hereby released in full from the operation and effect of the Declaration of Restrictions.

4. Except as expressly set forth herein, the terms and provisions of the Declaration of Restrictions shall remain in full force and effect as they existed immediately prior to the recordation of this Amendment; provided, however, that to the extent there should exist an inconsistency between the terms and provisions of the Declaration of Restrictions prior to its amendment hereby, and the terms and provisions of the Declaration of Restrictions subsequent to its amendment hereby, then, and in such event, the terms and provisions of this Amendment shall be deemed controlling.

5. The terms and provisions of this Amendment shall be deemed covenants running with the land and which shall be binding upon the Declarant and its successors and assigns in interest to the Property (as the Property described in the Declaration of Restrictions is amended hereby), forever.

6. All references in this Amendment to the Property shall mean and refer to such parcels as they are constituted at the time any provision of this Amendment is to be construed.

7. All questions with respect to the application and construction of this Amendment shall be determined in accordance with the laws of the State of Delaware, without reference to the choice of law rules or principles applied by that jurisdiction.

IN WITNESS WHEREOF, the said HOCKESSIN CHASE, L.P. has caused its name and seal to be hereunto set the day and year first above written.

Sealed and delivered  
in the presence of:

HOCKESSIN CHASE, L.P.,  
a Delaware limited partnership

By: Tenby Hunt, Inc.  
a Delaware corporation, General Partner

By: \_\_\_(SEAL)

(Print name, title)

Attest: \_\_\_\_\_

(Print name, title)

[CORPORATE SEAL]

STATE OF DELAWARE            )  
  ) SS.  
COUNTY OF NEW CASTLE    )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_, the \_\_\_\_\_ of Tenby Hunt, Inc., a Delaware corporation, acting in its capacity as the General Partner of Hockessin Chase, L.P., a Delaware limited partnership, as the act and deed of the corporation.



Notary Public (sign)

Notary Public (print name)

My commission

expires:

EXHIBIT "A"

SAVING AND EXCEPTING ALL that certain property situate in Mill Creek Hundred, New Castle County, State of Delaware, being "Area To Be Quitclaimed" as shown on the Record Resubdivision Plan for "Hockessin Chase Lots 142-148", prepared by Karins and Associates, Professional Engineers and Land Surveyors, Drawing No. 1314-(RE-A01), consisting of Five (5) Sheets, dated December 9, 1998, last revised January 7, 1999, to be recorded in the Office of the Recorder of Deeds in and for New Castle County. Being more particularly bounded and described as follows to wit:

BEGINNING at a point, a found concrete monument on the northeasterly side of Limestone Road Del. Route 7, said point being a common corner for herein described property with lands now or formerly of Iva M. Dennison, said point being measured 40' distant from and perpendicular to the centerline of said Limestone Road Del. Route 7; thence, from said point of Beginning, along said northeasterly side of Limestone Road Del. Route 7, parallel with and 40' distant from said centerline of Limestone Road Del. Route 7, North 17°-35'-54" West, 1.42 feet to a point; thence, leaving said northeasterly side of Limestone Road Del. Route 7 through lands of the Subdivision of "Hockessin Chase", the following four (4) described courses and distances: 1) North 88°-00'-00" East, 774.19 feet to a point, 2) North 88°-13'-42" East, 660.00 feet to a found field stone, 3) North 88°-40'-33" East, 1057.37 feet to a found field stone, and 4) North 88°-51'-21" East, 262.94 feet to a found field stone, a corner in common with the aforementioned lands now or formerly of Iva M. Dennison; thence, on a common line for the herein described property with said lands now or formerly of Iva M. Dennison, South 88°-22'-03" West, 2754.06 feet to the point and place of Beginning.

Containing within said described metes and bounds 0.31 acres of land, be the same more or less.

# Hockessin Chase Deed Restrictions

- *Background: Our community is governed by both a Maintenance Declaration and a Declaration of Covenants, Conditions, and Restrictions. These are legal documents filed with New Castle County. A copy of the original use restrictions (deed restrictions) can be obtained from the Hockessin Chase website ([www.hockessinchase.com](http://www.hockessinchase.com)) or from Tom Cahill ([tcahill@bccconsulting.org](mailto:tcahill@bccconsulting.org)) or Beth Webb ([bwebb@bccconsulting.org](mailto:bwebb@bccconsulting.org)) at BC Consulting (302-731-7710). On March 20, 2003 section 17 (Use Restrictions) of the Declaration of Covenants, Conditions, and Restrictions was revised and adopted by the community.*

## ***Section 17. Use Restrictions.***

(a) Residential Purposes. Each lot shall be used for private residential purposes only. No construction signs, sales offices signs or specialty signs promoting or indicating a private business will be permitted.

(b) Grandfather clause, exemptions, and enforcement protocol. Any individual change to a property lot in keeping with deed restrictions as of the day of installation is grandfathered and exempt from subsequent changes in the deed restrictions. All subsequent changes thereafter to this property lot must be in keeping with the current deed restrictions. Any homeowner may apply to the Board for an exemption to these deed restrictions. The Board will consider these requests for exemption in light of enjoyment of all members of the community and the current character of the community. Enforcement protocol for deed restriction violations is as follows:

- Courtesy letter – at time of violation
- Warning letter – at 30 days
- Attorney notification – at 60 days with appropriate legal action

As per Section 18 (b) (ii) a violating homeowner will be responsible for the costs of proceedings and reasonable attorneys' and other fees. Satisfaction of violation notification requires either (1) submission to the Board of a written plan with timeline for completion (if completed on schedule) or (2) adaptation of lot to confirm to deed restrictions.

(c) No Nuisances. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary

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Revision date: 3/20/03

Approved by community: 3/20/03

Hockessin Chase Maintenance Corporation

## Hockessin Chase Deed Restrictions

containers which may be placed curbside only after 5:00 PM on the day prior to scheduled collection days. Approved sanitary containers may be placed outside the home if: (a) closed and secure at all times and (b) maintained within a completely enclosed permanent structure attached to the home so that the containers are not visible from the front, side, or back yards. This structure requires Architectural Review Committee approval and is to be in keeping with the original character and color scheme of the development. No open garbage is allowed outside the home at any time except curbside for pickup after 5:00 PM on the day prior to scheduled collection days. Power equipment (lawnmowers, leaf blowers, snow blowers, chainsaws, etc.) may be operated on any lot only in accordance with current County Code restrictions.

(d) No Trailers, Clotheslines, etc. No trailer, mobile home, boat, camper, commercial vehicle, unlicensed vehicle or clothes line or any apparatus designed for the purpose of drying clothing may be placed, or constructed or stored on a Lot, at any time, either temporarily or permanently.

(e) No Livestock or Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot. Reptiles allowed by New Castle County Code are exempt from this clause.

(f) No Signs. No signs of any nature whatsoever shall be erected placed or maintained on any lot or within the property described. Except that a single real estate "For Sale" sign may be placed on the lot for sale only, but must be removed within five (5) days after a non-contingency contract for sale and purchase for such lot has been signed by all parties thereto. Real estate signs in the front of the development signifying open house can be in place for only 24 hours. Salutations, address and security signs less than four (4) feet square are permitted.

(g) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Revision date: 3/20/03

Approved by community: 3/20/03

Hockessin Chase Maintenance Corporation

# Hockessin Chase Deed Restrictions

(h) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot an attached addition or improvement without prior written consent and design approval of the Architectural Committee under the auspices of the Board of Directors. Including without limitations; any fence, in-ground pool, tennis court or other outdoor game court, storage shed, solar panels, patio, walkways, gazebo, stone structure, deck, sun room or other exterior building.

- Under no circumstances may any fences, hedges, or mass plantings of any type above 2 feet tall be erected or planted in front of the front wall line of the dwelling or within ten (10) feet of sidewalk if a corner lot; nor may any above-ground pools be erected or maintained at any time. Any fence constructed must be no greater than six (6) feet tall. No chain link or split rail fences may be constructed. No detached sheds will be permitted.
- Each owner shall act to insure that the Property and each Lot remain open to light and air. As an example, no stockade fence or similar fence, live or fixed plantings that have the potential to be a barrier or that blocks one's view of any other structure that will in any way prohibit free view of the Property will be permitted without Architectural Review Committee approval. For the purposes of this document, plantings have the potential to be a barrier at the time of installation or when these plantings reach maturity. No barrier over 5 feet is permitted and the homeowner must maintain barrier plantings below this height. Plantings are to be far enough apart so that one is able to comfortably walk between them.
- The grading of any lot shall not be changed in any manner that will cause an adverse effect on any adjacent lots.
- No storage of construction material, including but not limited to lumber, blocks, pavers, plywood, roofing material, stone, and etc. on any lot for more than 60 days without prior approval of the Architectural Committee.

(i) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the

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Hockessin Chase Maintenance Corporation

## Hockessin Chase Deed Restrictions

foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.

(j) No Television and Radio Towers, Dishes or Antenna. Except as hereafter provided, no radio, television or other tower, pole, dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than 39.37 inches (1 meter) in diameter may be installed on the Lot as per current FCC guidelines.

(k) Lot Maintenance. The owner of each lot shall be responsible for the maintenance of grass and weeds there on and shall maintain said lot such that the vegetation height does not exceed 6" from March through November of each year. Ornamental grasses and plantings are exempt from this clause. Sidewalk edges shall be kept free of vegetation encroachment. No vegetable gardens shall be kept or maintained on the front yards or side yards of any lot. They shall not be permitted if along the road on a corner lot. No painted trees, birdbaths, ornaments, or other like objects may be affixed to or placed on the front yards or side yards of any lot. No fishponds may be placed in the front or along the sides of any property.

(l) Property Maintenance and Alteration. Property including all driveway surfaces, additions and structures (both permanent and temporary) must be maintained in keeping community standards including but not limited to chipped paint, loose vinyl/soffit, cracked stucco, loose shutters, missing roof tiles. No exterior façade alterations or color alterations other than in keeping with the original character and color scheme of the development may be made without approval by the Architectural Review Committee.

MOST UPDATED  
DEED Restrictions

Tax Parcel Nos.: See Exhibit 1

Prepared by and Return to:  
William J. Rhodunda, Jr.  
Oberly, Jennings & Rhodunda, P.A.  
P.O. Box 2054  
Wilmington, DE 19899

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS OF HOCKESSIN CHASE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HOCKESSIN CHASE ("Amendment") is made, entered into and is deemed effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2004 (the "Effective Date"), by HOCKESSIN CHASE MAINTENANCE CORPORATION (hereinafter referred to as the "Declarant").

RECITALS:

1. Declarant is the entity authorized to amend that certain Declaration of Covenants, Conditions and Restrictions of Hockessin Chase, dated November 13, 1998, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Book 2549 at Page 299 ("Declaration of Restrictions").

2. Declarant is the entity to which all owners of those certain lots, pieces, or parcels of land, situate east of Limestone Road (Delaware Route 7), Mill Creek Hundred, New Castle County and State of Delaware, consisting of approximately 92.99 acres of land, and being known as "Hockessin Chase", as shown on that certain Record Major Subdivision Plan of Hockessin Chase (the "Plan"), of record in the Office of the Recorder of Deeds, in and for New Castle County an the State of Delaware, in Microfilm No. 13419, and being a residential subdivision, more particularly bounded and described as set forth in Exhibit "A" attached thereto (hereinafter the "Property").

3. Section 20 of the Declaration of Restrictions provides that the Declarant has the absolute right to amend the Declaration of Restrictions with the requisite approval of the members of the maintenance corporation, by executing and recording this Amendment in the Office aforesaid.

4. On March 20, 2003, the Declarant held a public meeting with the members of the maintenance corporation and affirmatively adopted this Second Amendment to Declaration, Covenants, Conditions and Restrictions of Hockessin Chase.

5. Pursuant to Section 20 of the Declaration of Restrictions, Declarant desires to amend the Declaration of Restrictions to delete Section 17 of the Declaration of Restrictions and replace them with a new Section 17, Use Restrictions.

NOW THEREFORE, in consideration of the foregoing recitals, each of which is made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Declarant hereby amends the Declaration of Restrictions as follows:

1. As of the Effective Date, Section 17 of the Declaration of Restrictions is deleted in its entirety and the following provisions inserted in their place:

Section 17. Use Restrictions.

(a) Residential Purposes. Each lot shall be used for private residential purposes only. No construction signs, sales offices signs or specialty signs promoting or indicating a private business will be permitted.

(b) Grandfather clause, exemptions, and enforcement protocol. Any individual change to a property lot in keeping with deed restrictions as of the day of installation is grandfathered and exempt from subsequent changes in the deed restrictions. All subsequent changes thereafter to this property lot must be in keeping with the current deed restrictions. Any homeowner may apply to the Board for an exemption to these deed restrictions. The Board will consider these requests for exemption in light of enjoyment of all members of the community and the current character of the community. Enforcement protocol for deed restriction violations is as follows:

(i) Courtesy letter – at time of violation  
(ii) Warning letter – at 30 days  
(iii) Attorney notification – at 60 days with appropriate legal action

As per Section 18 (b) (ii) a violating homeowner will be responsible for the costs of proceedings and reasonable attorneys' and other fees. Satisfaction of violation notification requires either (1) submission to the Board of a written plan with timeline for completion (if completed on schedule) or (2) adaptation of lot to conform to deed restrictions.

(c) No Nuisances. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed curbside only after 5:00 PM on the day prior to scheduled collection days. Approved sanitary containers may be placed outside the home if: (a) closed and secure at all times and (b) maintained within a completely enclosed



permanent structure attached to the home so that the containers are not visible from the front, side, or back yards. This structure requires Architectural Review Committee approval and is to be in keeping with the original character and color scheme of the development. No open garbage is allowed outside the home at any time except curbside for pickup after 5:00 PM on the day prior to scheduled collection days. Power equipment (lawnmowers, leaf blowers, snow blowers, chainsaws, etc.) may be operated on any lot only in accordance with current County Code restrictions.

(d) No Trailers, Clotheslines, etc. No trailer, mobile home, boat, camper, commercial vehicle, unlicensed vehicle or clothes line or any apparatus designed for the purpose of drying clothing may be placed, or constructed or stored on a Lot, at any time, either temporarily or permanently.

(e) No Livestock or Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot. Reptiles allowed by New Castle County Code are exempt from this clause.

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(g) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

(h) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot an attached addition or improvement without prior written consent and design approval of the Architectural Committee under the auspices of the Board of Directors. Including without limitations; any fence, in-ground pool,

tennis court or other outdoor game court, storage shed, solar panels, patio, walkways, gazebo, stone structure, deck, sun room or other exterior building.

(i) Under no circumstances may any fences, hedges, or mass plantings of any type above 2 feet tall be erected or planted in front of the front wall line of the dwelling or within ten (10) feet of sidewalk if a corner lot; nor may any above-ground pools be erected or maintained at any time. Any fence constructed must be no greater than six (6) feet tall. No chain link or split rail fences may be constructed. No detached sheds will be permitted.

(ii) Each owner shall act to insure that the Property and each Lot remain open to light and air. As an example, no stockade fence or similar fence, live or fixed plantings that have the potential to be a barrier or that blocks one's view of any other structure that will in any way prohibit free view of the Property will be permitted without Architectural Review Committee approval. For the purposes of this document, plantings have the potential to be a barrier at the time of installation or when these plantings reach maturity. No barrier over 5 feet is permitted and the homeowner must maintain barrier plantings below this height. Plantings are to be far enough apart so that one is able to comfortably walk between them.

(iii) The grading of any lot shall not be changed in any manner that will cause an adverse effect on any adjacent lots.

(iv) No storage of construction material, including but not limited to lumber, blocks, pavers, plywood, roofing material, stone, and etc. on any lot for more than 60 days without prior approval of the Architectural Committee.

(i) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.

(j) No Television and Radio Towers, Dishes or Antenna. Except as hereafter provided, no radio, television or other tower, pole, dish, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than 39.37 inches (1 meter) in diameter may be installed on the Lot as per current FCC guidelines.

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2. Except as expressly set forth herein, the terms and provisions of the Declaration of Restrictions shall remain in full force and effect as they existed immediately prior to the recordation of this Amendment; provided, however, that to the extent there should exist an inconsistency between the terms and provisions of the Declaration of Restrictions prior to its amendment hereby, and the terms and provisions of the Declaration of Restrictions subsequent to its amendment hereby, then, and in such event, the terms and provisions of this Amendment shall be deemed controlling.

3. The terms and provisions of this Amendment shall be deemed covenants running with the land and which shall be binding upon the Declarant and its successors and assigns in interest to the Property (as the Property described in the Declaration of Restrictions is amended hereby), forever.

4. All references in this Amendment to the Property shall mean and refer to such parcels as they are constituted at the time any provision of this Amendment is to be construed.

5. All questions with respect to the application and construction of this Amendment shall be determined in accordance with the laws of the State of Delaware, without reference to the choice of law rules or principles applied by that jurisdiction.

IN WITNESS WHEREOF, the said HOCKESSIN CHASE MAINTENANCE CORPORATION has caused its name and seal to be hereunto set the day and year first above written.

Sealed and delivered  
in the presence of:

HOCKESSIN CHASE MAINTENANCE  
CORPORATION

\_\_\_\_\_ By: \_\_\_\_\_

President

Attest: \_\_\_\_\_

Secretary

[SEAL]

STATE OF DELAWARE            )  
  ) SS.  
COUNTY OF NEW CASTLE        )

This instrument was acknowledged before me on the \_\_\_\_ day of October, 2004, by \_\_\_\_\_, President of the Hockessin Chase Maintenance Corporation, as the act and deed of the maintenance corporation.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

EXHIBIT A

<u>Tax Parcel Numbers</u>	<u>Street Addresses</u>
08 - 018.20 - 114	18 Keenan Court
08 - 018.20 - 115	20 Keenan Court
08 - 018.20 - 116	21 Keenan Court
08 - 018.20 - 117	19 Keenan Court
08 - 018.20 - 118	17 Keenan Court
08 - 018.20 - 119	15 Keenan Court
08 - 018.20 - 120	13 Keenan Court
08 - 018.20 - 121	11 Keenan Court
08 - 018.20 - 122	9 Keenan Court
08 - 018.20 - 123	7 Keenan Court
08 - 018.20 - 124	5 Keenan Court
08 - 018.20 - 125	4 Keenan Court
08 - 018.20 - 126	6 Keenan Court
08 - 018.20 - 127	8 Keenan Court
08 - 018.20 - 128	10 Keenan Court
08 - 018.20 - 129	22 Spring Valley Lane
08 - 018.20 - 130	20 Spring Valley Lane
08 - 018.20 - 131	18 Spring Valley Lane
08 - 018.20 - 132	16 Spring Valley Lane
08 - 018.20 - 133	2 Leigh Court
08 - 018.20 - 134	4 Leigh Court
08 - 018.20 - 135	6 Leigh Court
08 - 018.20 - 136	5 Leigh Court
08 - 018.20 - 137	3 Leigh Court
08 - 018.20 - 138	8 Harvest Lane
08 - 018.20 - 139	10 Harvest Lane
08 - 018.20 - 140	12 Harvest Lane
08 - 018.20 - 141	14 Harvest Lane
08 - 018.20 - 142	19 Amberfield Lane
08 - 018.20 - 143	17 Amberfield Lane
08 - 018.20 - 144	18 Amberfield Lane
08 - 018.20 - 145	18 Harvest Lane
08 - 018.20 - 146	21 Harvest Lane
08 - 018.20 - 147	19 Harvest Lane
08 - 018.20 - 148	15 Harvest Lane
08 - 018.20 - 149	13 Harvest Lane
08 - 018.20 - 150	11 Harvest Lane
08 - 018.20 - 151	9 Harvest Lane
08 - 018.20 - 152	7 Harvest Lane
08 - 018.20 - 153	5 Harvest Lane
08 - 018.20 - 154	3 Harvest Lane

EXHIBIT A

08 - 018.20 - 155	1 Harvest Lane	
08 - 018.20 - 156	Keenan Court	(Private Open Space 1)
08 - 018.40 - 28	Hockessin Drive	(Private Open Space 2)
08 - 018.40 - 29	101 Hockessin Drive	
08 - 018.40 - 30	103 Hockessin Drive	
08 - 018.40 - 31	105 Hockessin Drive	
08 - 018.40 - 32	107 Hockessin Drive	
08 - 018.40 - 33	109 Hockessin Drive	
08 - 018.40 - 34	111 Hockessin Drive	
08 - 018.40 - 35	113 Hockessin Drive	
08 - 018.40 - 36	115 Hockessin Drive	
08 - 018.40 - 37	117 Hockessin Drive	
08 - 018.40 - 38	119 Hockessin Drive	
08 - 018.40 - 39	121 Hockessin Drive	
08 - 018.40 - 40	123 Hockessin Drive	
08 - 018.40 - 41	125 Hockessin Drive	
08 - 018.40 - 42	127 Hockessin Drive	
08 - 018.40 - 43	129 Hockessin Drive	
08 - 018.40 - 44	2 Summit Court	
08 - 018.40 - 45	4 Summit Court	
08 - 018.40 - 46	3 Summit Court	
08 - 018.40 - 47	1 Summit Court	
08 - 018.40 - 48	139 Hockessin Drive	
08 - 018.40 - 49	4 Amberfield Lane	
08 - 018.40 - 50	6 Amberfield Lane	
08 - 018.40 - 51	8 Amberfield Lane	
08 - 018.40 - 52	10 Amberfield Lane	
08 - 018.40 - 53	12 Amberfield Lane	
08 - 018.40 - 54	14 Amberfield Lane	
08 - 018.40 - 55	16 Amberfield Lane	
08 - 018.40 - 56	15 Amberfield Lane	
08 - 018.40 - 57	1 Spring Valley Lane	
08 - 018.40 - 58	3 Spring Valley Lane	
08 - 018.40 - 59	7 Spring Valley Lane	
08 - 018.40 - 60	13 Spring Valley Lane	
08 - 018.40 - 61	3 Keenan Court	
08 - 018.40 - 62	2 Keenan Court	
08 - 018.40 - 63	14 Keenan Court	
08 - 018.40 - 64	10 Keenan Court	
08 - 018.40 - 65	8 Keenan Court	
08 - 018.40 - 66	6 Keenan Court	
08 - 018.40 - 67	4 Keenan Court	

EXHIBIT A

08 - 018.40 - 68 Amberfield Lane (Private Open Space 3)  
08 - 018.40 - 69 203 Hockessin Circle  
08 - 018.40 - 70 205 Hockessin Circle  
08 - 018.40 - 71 207 Hockessin Circle  
08 - 018.40 - 72 209 Hockessin Circle  
08 - 018.40 - 73 211 Hockessin Circle  
08 - 018.40 - 74 213 Hockessin Circle  
08 - 018.40 - 75 215 Hockessin Circle  
08 - 018.40 - 76 217 Hockessin Circle  
08 - 018.40 - 77 219 Hockessin Circle  
08 - 018.40 - 78 221 Hockessin Circle  
08 - 018.40 - 79 223 Hockessin Circle  
08 - 018.40 - 80 225 Hockessin Circle  
08 - 018.40 - 81 227 Hockessin Circle  
08 - 018.40 - 82 229 Hockessin Circle  
08 - 018.40 - 83 Hockessin Circle (Private Open Space 4)  
08 - 018.40 - 84 237 Hockessin Circle  
08 - 018.40 - 85 239 Hockessin Circle  
08 - 018.40 - 86 243 Hockessin Circle  
08 - 018.40 - 87 245 Hockessin Circle  
08 - 018.40 - 88 247 Hockessin Circle  
08 - 018.40 - 89 246 Hockessin Circle  
08 - 018.40 - 90 2 Hanson Lane  
08 - 018.40 - 91 3 Hanson Lane  
08 - 018.40 - 92 238 Hockessin Circle  
08 - 018.40 - 93 236 Hockessin Circle  
08 - 018.40 - 94 232 Hockessin Circle  
08 - 018.40 - 95 230 Hockessin Circle  
08 - 018.40 - 96 228 Hockessin Circle  
08 - 018.40 - 97 226 Hockessin Circle  
08 - 018.40 - 98 224 Hockessin Circle  
08 - 018.40 - 99 220 Hockessin Circle  
08 - 018.40 - 100 216 Hockessin Circle  
08 - 018.40 - 101 208 Hockessin Circle  
08 - 018.40 - 102 206 Hockessin Circle  
08 - 018.40 - 103 204 Hockessin Circle  
08 - 018.40 - 104 202 Hockessin Circle  
08 - 018.40 - 105 200 Hockessin Circle  
08 - 018.40 - 106 Hockessin Circle (Privatem Open Space 5)  
08 - 018.40 - 107 140 Hockessin Drive  
08 - 018.40 - 108 138 Hockessin Drive  
08 - 018.40 - 109 7 Hanson Lane

EXHIBIT A

08 - 018.40 - 110	5 Hanson Lane
08 - 018.40 - 111	4 Hanson Lane
08 - 018.40 - 112	6 Hanson Lane
08 - 018.40 - 113	8 Hanson Lane
08 - 018.40 - 114	130 Hockessin Drive
08 - 018.40 - 115	126 Hockessin Drive
08 - 018.40 - 116	124 Hockessin Drive
08 - 018.40 - 117	122 Hockessin Drive
08 - 018.40 - 118	120 Hockessin Drive
08 - 018.40 - 119	114 Hockessin Drive
08 - 018.40 - 120	112 Hockessin Drive
08 - 018.40 - 121	110 Hockessin Drive
08 - 018.40 - 122	108 Hockessin Drive
08 - 018.40 - 123	106 Hockessin Drive
08 - 018.40 - 124	3 Longacre Court
08 - 018.40 - 125	7 Longacre Court
08 - 018.40 - 126	9 Longacre Court
08 - 018.40 - 127	11 Longacre Court
08 - 018.40 - 128	15 Longacre Court
08 - 018.40 - 129	17 Longacre Court
08 - 018.40 - 130	19 Longacre Court
08 - 018.40 - 131	20 Longacre Court
08 - 018.40 - 132	18 Longacre Court
08 - 018.40 - 133	16 Longacre Court
08 - 018.40 - 134	14 Longacre Court
08 - 018.40 - 135	12 Longacre Court
08 - 018.40 - 136	8 Longacre Court
08 - 018.40 - 137	6 Longacre Court
08 - 018.40 - 138	4 Longacre Court
08 - 018.40 - 139	2 Longacre Court