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FIRST AMENDMENT TO
THE DECLARATIONS OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
WEBB'S LANDING

The Declaration of Covenants, Conditions, and Restrictions for Webb's Landing recorded in the office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Deed Book 1667, Page 157, are hereby rescinded and replaced in their entirety with the following:

It is hereby expressly stipulated and understood that all lots, lands and premises shown within the plan of subdivision entitled, "Webb's Landing," dated the fourth day of August 1989, as recorded in the aforesaid office in Plot Book 42, Page 216, are subject to the following covenants, reservations, and remedial clauses for the purposes of protecting property value and providing for the quiet and peaceful enjoyment of these properties as a desirable residential area. Said remedial clauses are to run with the land, except where specifically stated otherwise and are to bind the heirs, administrators, executors, or assigns of the said lot owners.

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 Webb's Landing Homeowners Association, Inc..

B. "Common Areas" shall mean and refer to those areas of land designated on the Record Subdivision Plan of **WEBB'S LANDING** and are designated on the plot which is recorded in Plot Book 42, Page 216, and incorporated herein by reference as (1) The roads shown upon the Recorded Plot and therein designated as: Heather Drive and Waterford Drive, and (2) the areas marked as follows:

few

- (i) **Common Area #1**, being a walkway located between Lots 3 and 4.
- (ii) **Common Area #2**, being a walkway located between Lots 8 and 9.
- (iii) **Common Area #3**, being a storm water management area and located between Lots 12 and 13.
- (iv) **Common Area #4**, being an island located to the northeast of Lot 9.

All said Common Areas shall be subject to the restrictions, created hereunder, and shall be subject to all easements or rights of way previously granted by the **WEBB'S LANDING HOMEOWNERS ASSOCIATION** or its predecessors in title.

C. **“Lot”** shall mean and refer to any unimproved or improved lot of land intended and subdivided for a detached single family residence, shown upon the Record Subdivision Plan as a numbered parcel but shall not include the “Common Areas” as herein above defined.

D. **“Member”** shall mean and refer to all those Owners who are members of **WEBB'S LANDING HOMEOWNERS ASSOCIATION, INC.**, as provided in Article III of this Declaration.

E. **“Mortgage”** shall mean and refer to any mortgage, deed of trust, or similar instrument granted as security for the performance of any obligation.

F. **“Owner”** shall mean and refer to the record owner, whether one or more persons or entities, holding 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 mortgages or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

G. **“Record Subdivision Plan”** shall mean and refer to a plot of the subdivided property of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 42 , Page 216 . Such plot describes and depicts **WEBB'S LANDING** as subdivided into lots, Common Areas, and roads.

H. **“Webb's Landing”** shall mean and refer to the lands shown on the Record Subdivision Plan as lots, common areas or roads herein defined, including all of the land described on Exhibit “A”.

ARTICLE II

HOMEOWNERS ASSOCIATION

CLAUSE A. Membership and Voting

Section 1. Every person who or entity which is the record Owner of a fee or undivided fee interest in any lot that is the subject of this Declaration shall be deemed to have membership in the Association. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. No owner, whether one or more persons, shall have more than one membership per lot owned. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse, but in no event shall more than one vote be case for each lot.

(a) Voting in the Association shall require an affirmative vote of a majority of the members.

CLAUSE B. Purpose and Duties

Section 1. The Association shall have as its purpose, and as its duty, promoting the recreation, health, safety and welfare of the residents and owners of **WEBB'S LANDING**, including but not limited to the improvement and maintenance of the Common Areas (including common open space area, easements, roads, etc.); the enforcement of the covenants, conditions, and restrictions of **WEBB'S LANDING**; and control of construction through restrictions of **WEBB'S LANDING**; and control of construction through the Architectural Review Committee (as hereinafter provided.)

Section 2. The Association shall:

(a) Retain, 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 any recreational improvements.

(b) When permitted as provided hereinafter, appoint an Architectural Review Committee.

(c) Enforce the covenants, conditions and restrictions herein.

CLAUSE C. Assessments

Section 1. 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 in the Property, and particularly for the improvement and maintenance of the Common Areas located in the Property, 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. Assessments may be levied to accomplish the purpose and duties of the Association as stated in Article II, Section B.

Section 2. Creation of Lien and Personal Obligation of Assessments.

The **WEBBS LANDING HOMEOWNERS ASSOCIATION**, for each lot within **WEBB'S LANDING**, hereby covenants, and each Owner of any lot, by acceptance of a deed, or other transfer document therefore, whether or not it shall be expressly established in such Deed or other 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 attorney's 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 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 3. Computation of Assessment.

It shall be the duty of the Board of Directors, at least 60 days before the beginning of the fiscal year and 30 days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and the amount of the annual assessments to be levied against each lot for the following year to be delivered to each owner at least 15 days prior to the meeting. The budget and the annual assessments shall become effective unless disapproved at the meeting by a vote of at least a majority of the members.

Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason so do determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Item (i) All assessments shall be allocated equally among all residential lots excepting exempt lands as hereinafter provided.

Item (ii) The base annual assessments shall be Two Hundred Dollars (\$200.00). The annual assessment shall not exceed the base annual assessment except as provided in Article II, Clause C, Section 2, Item (v).

Item (iii) The annual budget may include a reserve for Capital Improvements and Operating Reserves.

Item (iv) In addition to the Annual Assessment authorized by Item (ii) hereof, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixture and personal property related thereon 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 a majority of the votes of the membership.

Item (v) The Board of Directors may, without the consent of the members, increase the annual assessment in an amount not to exceed twenty percent (20%) of the annual assessment for the preceding fiscal year.

Item (vi) The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement costs. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to the amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

Item (vii) The Board of Directors shall set the fiscal year of the Association.

Item (viii) The Association is specifically authorized and encouraged to seek public and private funds to help defray, in whole or in part, the expenses for which assessments would be necessary. To the extent received, such funds shall be used to reduce the assessments otherwise required by the budget in Section 2. In addition, the Association is empowered to participate in the creation and operation of tax, landscaping, lighting, water, sewer, and other special districts providing services to its members, as well as to others. The Association is specifically authorized to enter into subsidy contracts with **WEBBS LANDING HOMEOWNERS ASSOCIATION** or other entities for the payment of some portion of the common expenses. Such contract or contracts shall be for the benefit of and enforceable by the Association and its members.

Section 4. 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 herein above provided, then such Assessment shall be deemed delinquent and together with such interest and cost of collection thereof, including reasonable attorney's 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. 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. Section 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. Members whose dues are delinquent may not use the recreational common areas until such time as their dues are paid and they are "members in good standing." Moreover, no Owner of a lot may waive or otherwise escape liability or the Assessment provided for herein by non-use of the Common Areas or abandonment of his or its lot.

Section 5. Assessment Lien. 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.

Section 6. Exceptions for Assessments.

(a) All properties dedicated to and accepted by a governmental body, agency or authority and devoted to public use;

(b) All Common Areas;

CLAUSE D. Architectural Review Committee

Section 1. There shall be a committee of the Association known as the Architectural Review Committee (hereinafter referred to as "ARC") consisting of three (3) to five (5) members.

Section 2. The ARC shall have jurisdiction over all construction on any portion of any lot, to approve or disapprove such construction based upon the Restrictions, Conditions and Covenants of Article IV. The ARC shall also have the authority to prepare additional standards and procedures to further implement the requirements of Article IV vis'-a-vis' construction of any nature which shall have the full force of said Restrictions, Conditions and Covenants; expressly provided, however, such additional standards and procedures may be disapproved or rescinded by a majority vote of the Members of the Association.

Section 3. The Members of the ARC shall be appointed by the Board of Directors of the Association.

Section 4. The ARC may charge a fee of One Hundred Dollars (\$100.00) for each review, requested for main dwelling house plans and specifications.

Section 5. A cash bond of One Thousand Dollars (\$1000.00) shall be placed into a non-interest bearing escrow account with the Association by an owner building upon his lot. The case bond shall be returned upon the completion of improvements upon the property as evidenced by the issuance of a certificate of compliance from Sussex County, less the cost of any repairs of road damage caused by owner or his agents.

ARTICLE III

COMMON AREAS

CLAUSE A. Property Rights in the Common Areas.

Section 1. Owner's Easement of Enjoyment. Subject to the provisions of **Section 3** of **ARTICLE III**, 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. Owners with dues in arrears will not be permitted to use the recreational Common Areas until they are "members in good standing."

Section 2. Title to Common Areas. Title to the Common Areas to be held by the **WEBBS LANDING HOMEOWNERS ASSOCIATION.**

Section 3. Extent of Member's Easements. The rights and easement 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, 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.

(b) The right of the Association to dedicate or transfer all or any part of its interest in the Common Area (subject to easements created hereunder, or previously created at record) to any public agency, authority or utility.

(c) The right 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.

(e) The right of the Association to construct a fence along the rear of Lots 14 through 23 and maintain same and to plant within the Thirty (30) foot wide landscape

easement as shown upon the Record Subdivision Plan and to maintain and replace said plantings.

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 purchasers (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.

CLAUSE B. Streets and Ways

Section 1. Right to Use. The Association hereby grants to the owners, their heirs, successors, successors-in-title, assigns, and all other persons now or hereafter entitled to occupy any lots in this subdivision, or to travel therein, the right of free and uninterrupted use of the streets or ways delineated and designated on the plat as passage to and from the various parts of the lands herein conveyed and to and from points outside this subdivision; provided, however, that the use of said streets or ways herein granted shall be restricted to the right of passage only, and no lunch or refreshment wagon, or any similar vehicle, or other stands of any kind for the display or sale of food, vehicle, drinks, goods, wares, and merchandise of any description, nor any nuisance or obstruction, shall be maintained or permitted on any of said streets or ways.

Section 2. Future Streets or Ways. No public or private street, road, lane, alley, or other thoroughfare, except the streets or ways laid out upon said plat or any revision thereof, for the use of lot owners, shall be opened or used over, across, or upon any of the lots of said plat, without the prior written consent of the Association; nor shall any such way or thoroughfare be extended or continued into or out of said lots, from or to adjoining premises without similar consent; nor shall any easement, public or private license or permission be granted by the owners for the purpose of ingress, egress, or passage over, upon or across any of said lots, without the prior written consent of the Association.

Section 3. Right to Convey or Dedicate Streets or Ways. The Association reserves the right to convey, in the future, to any public road authority, all or any part of its right, title, and interest in and to all or any of said streets or ways, and also reserves the right to dedicate to public use all or any part of said streets or ways at any future time, by filing and recording in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, an appropriate declaration of dedication, should the Association deem it advisable to do so; and upon any such future conveyance or dedication, the Association shall be relieved of any and all duties, obligations, and liabilities, with reference to said streets or ways.

Section 4. Improvement and Maintenance of Streets and Ways. The Association covenants that until said streets and ways shall be conveyed to and taken over by a public road authority, or shall be dedicated to public use, the cost of any subsequent

repairs, maintenance, and improvements to said streets or ways shall be borne by the owners as hereinafter set forth.

Section 5. Association's Responsibility. The Association shall maintain and keep in good repair the streets and ways, such maintenance to be funded as herein provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement of all streets and ways.

Section 6. Future Development. The Association reserves the right to extend existing streets and/or to connect new streets to existing streets as access to any other lands which the Association may now or hereafter own or have an interest in.

ARTICLE IV

RESTRICTIONS, CONDITIONS AND COVENANTS

Section 1. Approval of Plans and Specifications Required. No building, boat house, garage, structure, fence, wall, bulkhead, pier or other improvements, shall be commenced, erected, maintained or used, nor shall any addition to, or change in, or alterations therein, or in the use thereof, be made upon any of the numbered lots which are shown on the recorded subdivision plot of **WEBB'S LANDING**, 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, structure, or other erection, and the grading 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 (hereinafter ARC), its successors and assigns, and until a copy of all such plans and specifications, finally approved as aforesaid, shall be placed 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 changes, which are not suitable or desirable in its or its successors opinion, for aesthetic or other reasons. In passing upon such plans and specifications, or grading, 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. 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 Record Subdivision Plan of **WEBB'S LANDING**, 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 Article.

Section 2. No trade, business commerce, industry, profession, or occupation shall be conducted on any lot.

Section 3. Residential Purposes. All of the lands described herein shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected, maintained or used upon any lot except one private dwelling house designed for occupancy by a single family, for use by the owner, tenant, or occupant of such dwelling house and their guests, friends, servants and employees.

Section 4. Occupancy. No building shall be used as a residence until fully completed according to the plans and specifications approved therefore, and no one shall reside on any lot casually, temporarily, or permanently, except in a dwelling house completed according to the plans and specifications approved by the ARC. No more than one family may reside in, or regularly occupy each residential house. This restriction applies not only to owners but also to tenants of the property for any term. No building may be occupied until a certificate of occupancy is issued by the government authority that issues same.

Section 5. Houses, Garages, Outbuildings & Carports. No structure shall be erected, altered, placed or permitted to remain upon any such numbered Lot other than one (1) detached single family dwelling with attached garage. Additional plans for detached outbuildings must be submitted to the ARC for approval.

Section 6. 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 undercarriage, tent, shack, garage, barn or other type outbuilding 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 Record Subdivision Plan.

Section 7. Setbacks. No structure shall be erected on any lot unless:

- (a) It sets back at least forty (40) feet from the front line.
- (b) It sets at least twenty-five (25) feet from the rear property line or such greater amount as shown upon the Record Subdivision Plan of **WEBB'S LANDING**.
- (c) Where greater building restriction or setback lines are designated on the Record Subdivision Plan of **WEBB'S LANDING**, those greater building restriction or setback lines shall apply.

Section 8. Minimum Size. No main dwelling shall be erected or used on any lot, the square footage of which shall be less than one thousand five hundred square feet (1,500 sq. ft.), exclusive of all porches, breezeways, basements, terraces, stoops and the like. In the event of a multi-level or multi-story dwelling, the first floor of such dwelling shall contain a minimum square footage of one thousand square feet (1,000 sq. ft.), exclusive of all porches, breezeways, basements, terraces, stoops and the like. One-half of the square footage of garages and enclosed porches shall be credited toward the foregoing minimum sizes.

Section 9. Maximum Heights. No structure erected on any lot may exceed a height of thirty-five (35) feet from ground level.

Section 10. 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 this 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 1, 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. Once building of a structure has commenced, the exterior roof and walls must be fully enclosed within six (6) months of the start of construction and a Certificate of Occupancy or compliance must be issued within one (1) year of the commencement of construction.

Section 11. Fences. 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 successor or assigns. The fences enclosing pools may be constructed to a height of up to eight (8) feet if approved by the Association through its designated Architectural Review Committee.

Section 12. Lot Elevation. Lot elevation shall not be changed more than six (6) inches, and no such change shall adversely affect adjacent lots and property.

Section 13. Bulkheading and Fill. No bulkheading shall be constructed and no alteration shall be made in the contour or bulkheading of the shoreline boundary or any lot bordering upon water until plans and specifications have first been submitted to and approved in writing by the ARC in accordance with the discretion and rights of the Association to approve plans and specifications for any structure as hereinafter provided. No fill dirt shall be placed on any portion of any lot designated or found to be within the jurisdiction of the United States Corps of Engineers or the Delaware Department of Natural Resources and Environmental Control, Wetlands Section, without first obtaining a

permit from such agencies.

Section 14. Garbage Receptacles. Each lot shown on the Record Subdivision Plan shall provide receptacles for garbage in a screened area not generally visible from any interior road, as shown upon the Record Subdivision Plan of **WEBB'S LANDING**, or provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the ARC or its successors or assigns. No garbage receptacles shall be permitted in any setback areas.

Section 15. Lot Subdivision. No lot shall be subdivided. Whenever two or more adjoining lots are acquired in single ownership and the same are devoted to use as a single building site, the interior side yard and/or the interior rear yard set back line or lines thereof, as the case may be, shall be applicable thereto only as to the common rear line or side boundary line or lines between such lots or land area and the adjoining lots or land area held in other ownership. If two or more lots are subject to such use as a single building site, subsequent sale of an individual lot must meet, without exception, all setback requirements referred herein.

The above to the contrary notwithstanding, a lot may be split to become part of the adjacent lots, thereby resulting in the loss of the split lot and increased size of the adjacent lots.

Section 16. Trees. Dead trees of any diameter may be removed without the approval of the ARC. Removal of more than six (6) living trees with a diameter greater than six inches must be approved by the ARC.

Section 17. Swimming Pools. Swimming Pools, either in or above the ground, must be approved by the ARC and/or the Board of Directors. Detailed plans in accordance with **ARTICLE IV, Section 1** are required. No swimming pool may be located in a front yard; moreover, all pools must not be visible from the road and must be well landscaped and conform to all safety requirements.

Section 18. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view; however, the same may be installed within the main dwelling, or within any accessory building or buried underground or properly screened from view provided the method of screening is approved by the ARC.

Section 19. Signs and Advertising Regulated. No signs, notices or advertising matter of any nature or description shall be erected, used or permitted upon any of the Lots shown on the recorded plot, unless erected after securing the written permission of the ARC or its successors or assigns. The ARC shall establish uniform requirements for signs displaying property "for sale" or "for lease", or advertising contractors performing work on any lot. All "for sale" signs must be removed upon a final settlement. No contractor's signs will be permitted unless Sussex County building permits for the proposed construction have been issued. All contractor's signs must be removed

after a Certificate of Occupancy is granted by Sussex County for any structure erected.

Section 20. Parked Vehicles. No truck, trailer, unlicensed vehicle, mobile home, or other similar unit shall be placed on any lot or parked on any street temporarily or permanently, except a non-commercial truck rated less than 6,000 lbs. gross weight may be parked temporarily on any street. Travel trailers, recreational vehicles, camper trailers, boat trailers, and the like may be placed on the lot only when shielded in all respects from the street adjacent to the lot upon which the travel trailer, recreational vehicle, camper trailers, boat trailers, and the like are situate. On non-wooded lots, vehicles of said type are permitted as long as they are reasonable in number and are not stored in a random, haphazard manner and the lot and said vehicles are well maintained.

Section 21. Animals. No animals except household pets shall be permitted on any lot and no wild animals, fowl, pigeons, rabbits, horses, ponies, bees or other farm animals shall be permitted on any lot. No dogs or cats may be bred and sold for commercial purpose in this development. No dog house or dog run shall be constructed without the prior written approval of the ARC. Owners will not be permitted to keep approved pets in excessive numbers. Pets must be kept in a humane manner. Under no circumstances may pets be permitted to be offensive to other property owners or constitute a health hazard. The Association will charge a penalty of \$25.00 per incident to pet owners who do not clean up after their pets or who fail to keep their pets from being excessively noisy. All animals must be kept on a leash when off their owners' premises.

Section 22. Landscaping. All lots shall be landscaped taking into consideration the following:

- (a) Enhance the site and building;
- (b) Screen undesirable areas or views;
- (c) Establish acceptable relationships between buildings, parking and adjacent properties; and
- (d) Control drainage and erosion.

Section 23. Weeds and Undergrowth. No noxious weeds or accumulated trash of any kind shall be permitted to grow or be maintained upon any lot by the owner or occupier thereof. The Association 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 any 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 within thirty (30) days of such bill, on the receipt thereof by the owner, shall entitle the Association 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 attorney's 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 non remittance of the expenses of the Association incurred to remove trash or noxious growth is reasonable and will constitute liquidated damages for the cost and expense of the Association 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 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. However, the Association reserves the right and privilege to enter upon any said lot for the purposes as set forth herein to maintain the appearance of any lots so as not to cause detriment to the community at large. Notwithstanding the foregoing, no cutting or removal of underbrush shall be required, if a wooded lot has not been cleared for development purposes.

Section 24. Parking Spaces and Paving. 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. All driveways shall be paved with stone, tar and chip, cement or macadam within six months of the completion of the main dwelling.

Section 25. Nuisances. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt 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 Property. 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 Property.

ARTICLE V

GENERAL PROVISIONS

Section 1. Utility Easements.

(a) **WEBBS LANDING HOMEOWNERS 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 recording plots for the installation, construction, and 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, **WEBBS LANDING HOMEOWNERS ASSOCIATION**, any federal, state or local authority, commission or agency having jurisdiction there over or any corporation, either public, quasi-public, or private, supplying or serving such facilities.

(b) There is hereby reserved along the rear of each numbered lot or land area an easement of 8 feet in width for utilities and drainage. There is hereby reserved along the side of each lot an easement of 10 feet in width for utilities and drainage, being 10 feet from side boundary line of each lot; provided, however, that the 10 foot in width easement along the side line of any lot shall be extinguished in the event of any combining lots approved by the Artechitectoral Review Committee.

Section 2. Duration and Amendment. The Restrictions of this Declaration run with and bind the Property 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 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 members 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, alterations, change, amendment, elimination or addition shall take effect when a copy thereof executed and acknowledged by the Association in accord with the usual form of execution and acknowledgment of deeds, together with written consents of the requisite number of Owners, has been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same shall thereafter remain in effect in perpetuity unless otherwise provided.

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 line 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 **WEBBS LANDING HOMEOWNERS ASSOCIATION**, its successors and assigns, shall at all times have the right to fully transfer and assign any and all of its rights and powers under this Declaration.

Section 5. Nonwaiver. Failure of the Association 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 to 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 of 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, order, or in carrying out any direction contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the Owners to the end that Property 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. Non-liability. Nothing contained in this Declaration shall be construed in any manner as to impose upon the Association or its successors, or assigns, any liability whatsoever for the property damage and/or personal injury occurring to any person or persons, whomsoever, or by reason of any sue 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 or its respective successors or assigns, as the case may be.

IN WITNESS WHEREOF, WEBB'S LANDING HOMEOWNERS ASSOCIATION, a Delaware CORPORATION, does execute this Declaration and does hereunto set its hand and seal on the day and year first mentioned aforesaid.

WEBB'S LANDING HOMEOWNERS ASSOCIATION

By:

William J. Becker

President

Attest:

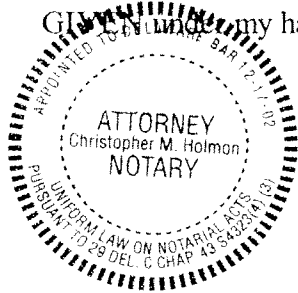
Patricia Ferreri

Secretary

STATE OF DELAWARE)
) SS:
COUNTY OF SUSSEX)

BE IT REMEMBERED, that on this 28th day of July, 2003, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, WILLIAM J. BECKER, President of **WEBBS LANDING HOMEOWNERS ASSOCIATION, INC**, a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledge this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a 2/3 majority vote of the membership of said corporation.

GIVEN UNDER my hand and seal of Office, the day and year aforesaid



Christopher M. Holman

Notary Public

EXHIBIT "A"

All that certain tract, piece, and parcel of land situate, lying and being in Indian River Hundred, Sussex County, Delaware, and being more particularly described in accordance with a survey of Lands to be conveyed to Webb's Landing Associates dated the 31st day of July, 1989, as follows, to wit:

BEGINNING at an iron pipe set on the northwest right-of-way line of County Road #277-B, a corner for this land and lands now or formerly of Deerfield Farm, Inc.; thence by and with lands now or formerly of Deerfield Farm, Inc., North 41 degrees 22 minutes 20 seconds West 2006.02 feet to a concrete monument found, a corner for this land and lands now or formerly of Vessels Company; thence by and with lands now or formerly of Vessels Company, North 42 degrees 52 minutes 40 seconds East 75.38 feet to a point; thence by and with lands of Harry F. Faust, Jr., et al., South 41 degrees 22 minutes 20 seconds East 291.23 feet; thence continuing by and with lands of Faust, et. al., (1) North 48 degrees 37 minutes 40 seconds East 159.17 feet; and (2) by the arc of a circle turning to the right, having a radius of 50.00 feet, an arc distance of 160.91 feet to lands now or formerly of Lillian Hazard and Doris A. Smith; thence by and with lands now or formerly of Hazard and Smith, (1) by the arc of a circle turning to the right, having a radius of 37.12 feet, an arc distance of 425.00 feet and (2) North 42 degrees 52 minutes 40 seconds East 215.00 feet more or less to the waters of Love Creek; thence by and with the waters of Love Creek in an easterly and southerly direction 2,200 feet to a point, a corner for this land and other lands now or formerly of Deerfield Farm, Inc.; thence by and with other lands now or formerly of Deerfield Farm, Inc., South 51 degrees 49 minutes 47 seconds West 75.00 feet more or less to the terminus of county Road #277-B; thence by and with the said County Road #277-B, (1) North 38 degrees 10 minutes 13 seconds West 30.00 feet, and (2) South 51 degrees 49 minutes 47 seconds West 971.13 feet to the point and place of beginning.

03 JUL 28 PM 3:49

SUSSEX COUNTY
100% SURCHARGE PAID

Received

JUL 29 2003

ASSESSMENT DIVISION
OF SUSSEX CTY