



Kent County
Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901-3615

Instrument Number: 2006-43996

Recorded On: February 09, 2006

As-Miscellaneous Without Notation

Parties: TIMBER MEADOWS LLC

To MEADOWS OF CHESTNUT RIDGE

of Pages: 24

Comment:

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Miscellaneous Without Notation	214.00
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Total:	214.00

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County.

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Record and Return To:

HUDSON JONES JAYWORK AND FISHER
225 SOUTH STATE STREET
DOVER DE 19901



Betty Lou McKenna

Accepted for Filing in:
Kent County
Deed # 43996
On: Feb 09, 2006 at 02:49P

Tax Parcel #: NM- (see list attached)
Prepared By:

The Law Offices of Gary R. Dodge, P.A.
34 The Green
Dover, Delaware 19901

Return To:

HUDSON, JONES, JAYWORK & FISHER, LLC
225 SOUTH STATE STREET
DOVER, DE 19901

DECLARATION OF RESTRICTIVE COVENANTS

APPLICABLE TO THE MEADOWS OF CHESTNUT RIDGE

THIS DECLARATION made this 16th day of JANUARY, 2006, by Timber Meadows, LLC, a limited liability company of the State of Maryland, hereinafter the Declarant,

WHEREAS, Declarant is the owner in fee simple of a parcel of land situate in North Murderkill Hundred, Kent County, and State of Delaware, which is shown on a subdivision plan prepared by Davis, Bowen & Freidel, dated March 14, 2003, and of record in the Office of the Recorder of Deeds in and for Kent County in Plot Book 77, Page 1, which plot lays out Lots 1 through 118 of The Meadows of Chestnut Ridge subdivision, as said plot may be amended from time to time; and

WHEREAS, Declarant desires to declare and set forth restrictive covenants which shall be binding upon the lands shown on said plot, as well as to bind itself, its successors and assigns who become the owners of the lots comprising said parcel of land, in the manner hereinafter set forth.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Declarant hereby declares that it is seized of all legal and equitable interest in the lots shown on said plot and does hereby impose upon said lands and premises the following restrictive covenants, conditions, easements, and agreements:

1. This Declaration shall run forever with the land included within the subdivision as set forth in the aforementioned plot plan, as amended, unless such a duration would be contrary to any rule of law, in which case the restrictive covenants and conditions shall be effective for so long as permitted by law and in no event less than twenty (20) years from the date of recordation of this instrument. These restrictions, unless otherwise indicated herein, shall be binding upon the Declarant, its successors and assigns, and all persons claiming under it for said duration.

2. No lot shall be subdivided, or re-subdivided, without the prior written approval of the Declarant, or any party to whom or to which the Declarant may assign the authority to so approve. All lots shall only be used for single family dwelling houses, and no building or structure of any kind, either temporary or permanent, shall be erected, placed or permitted to remain on any lot other than one detached single family dwelling house (not to exceed two and one-half (2.5) stories in height or three (3) stories on the down slope side of the dwelling) and an attached private garage for the exclusive use of the owner or occupant of said dwelling. All single family dwelling homes shall consist of a minimum of 1700 square feet of living space, excluding basement, crawl space, garage, and deck or porch area. For the purposes of these restrictions, single family shall not include more than three (3) persons who are not related by marriage or blood, except as limited by state or federal law. Other than as otherwise permitted by federal, state and/or county law, no group homes or day care centers, as the same may be defined and regulated from time to time by the United States of America and/or the State of Delaware, shall be permitted to be operated from any existing single-family dwelling. Any attempted erection or operation, for any of the aforesaid purposes, shall be considered a direct violation of this Declaration of Restrictions, as it violates the overall neighborhood development plan. Nothing in these restrictive covenants shall bind the Declarant, or any successor party or assign

functioning in the role of the developer of this subdivision, to construct any specific style or type of residence on the lots.

3. No alterations in the exterior appearance of any building or structure shall be made without the express written approval of the Architectural Review Committee (hereinafter the ARC). Further, no building, driveway, parking area, roadway or path, structure of any kind, fence, wall, pier, dock, bulkhead, pond, shelter, mass planting, tennis court, in-ground pool, or other erection or improvement, shall be commenced nor shall any addition to or change be made to any existing improvements or upon any of the lands subject to the provisions of this Declaration of Restriction until complete and comprehensive plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, site layout, planting plan and/or plot plan of the lot showing the proposed location of the proposed improvement(s), together with the name of the contractor and construction schedule, shall have been submitted to and approved, in writing, by the ARC. Approval of plans, set-backs, location, alterations, specifications, materials, exterior color or finish, elevation, site layout, planting plan and other matters as aforesaid may be refused by the ARC upon any ground, including safety, any impact upon adjoining property owners within the subdivision, including the appearance of the proposed improvements from the adjoining property owners within the subdivision. The ARC shall have the right to refuse to approve any such building plans and specifications which are not, in its sole judgment, desirable for aesthetic or other reasons, and in so passing upon such location, plans, specifications, and builders, they may consider the extent to which the harmony of the surroundings and the outlook from and enjoyment of adjacent or neighboring property may be affected by said proposed construction or changes in existing properties. The ARC may consider the support or objection to such proposed improvements by adjacent property owners in

its deliberations. Furthermore, the ARC shall have the right to refuse approval of a proposed contractor if, in its sole judgment, it believes the proposed contractor will not properly complete the proposed improvements in a workmanlike and timely fashion. The ARC shall have thirty (30) days from the actual receipt of the written submission of said plans, or the receipt of amended plans which may have been fully or partially submitted previously, by United States Postal Service, registered mail, to review said plans. The ARC may approve, approve subject to conditions it may impose, reject, or return the plans to the party submitting same if further or additional information, data, and/or drawings are necessary to permit a full review of the applicable request. A failure to act within that time frame shall be deemed an approval.

4. No construction may begin prior to the execution by the applicable lot owner of a construction agreement with the ARC, wherein the lot owner, for himself and all general and sub-contractors, agrees to abide by the then existing requirements governing construction activities in The Meadows of Chestnut Ridge. All construction, whether new or in alteration, or an addition, shall be properly pursued to completion without undue delay and, in any event, shall be completed within six months of its commencement, unless a later date for completion is approved in writing by the ARC. Deviation from previously approved plans, specifications, and/or builder, may not be made without the express written consent of the ARC. All work on construction of buildings, additions, or any other improvements shall immediately cease upon receipt of instructions to that effect by the ARC, or any member thereof, where, in their judgment, the continued construction of such building, addition, or improvement deviates from the previously approved plans or is otherwise in violation of any of the restrictions herein. No further work shall be performed in the absence of written consent by the ARC. In addition to any other legal or equitable remedies, enforcement of this provision may be accomplished by

injunctive relief. No building or grading work shall begin before 8:00 a.m., on any day, nor continue beyond 8:00 p.m., and none on Sundays or legal holidays in the absence of prior written approval by the ARC. The provisions of this paragraph shall not bind the Declarant during the construction of improvements upon lots still titled in its name. All owners of lots in The Meadows of Chestnut Ridge, and their heirs and assigns, shall be responsible and liable for all damage done to any curb or roadbed in front of their lot resulting from any construction or work done on their lot.

5. No outside TV or radio antenna may be erected, nor may any satellite dish larger than one (1) meter be erected on any portion of any of the residential lots located within the subdivision or upon any structure built on those residential lots without the prior approval of the ARC. No antenna or satellite dish one (1) meter or less in diameter may be erected on a portion of a structure or on any part of a residential lot without the prior approval of the ARC where the antenna or satellite dish will be visible from the street unless (a) the antenna or satellite dish cannot be located on a portion of the structure such that it will not be visible from the street; or (b) by locating the antenna or satellite dish in a position where it is not visible from the street it would preclude the lot owner from receiving an acceptable quality signal from the antenna or satellite dish. In the case of either (a) or (b) above, the ARC shall approve a location for the antenna or satellite dish which shall minimize its view from the street and which shall provide the lot owner with an acceptable quality signal. All antennae and satellite dishes shall be installed in accordance with local building, electrical and fire codes. In approving any such application, the ARC may not place any requirement upon the lot owner which is unreasonable in light of the cost of the equipment or services and the visual impact of the antenna or satellite dish. It is the intent of this Paragraph to comply with all Rules established now or in the future

by the Federal Communications Commission (FCC). This Paragraph shall be interpreted so as to conform with such Rules.

6. No structure or addition thereto may be erected on any lot unless it fully complies with the minimum front, side and rear yard setbacks as depicted on the Plot plan, as the same may be amended from time to time. An easement ten (10) feet in width is hereby reserved over the rear and side lot lines of each lot laid out in the Subdivision for utility and drainage purposes, including the right of installation and maintenance of public or private utilities, said reservation and easement to be jointly for the benefit of the Subdivision and the owners of the lots. All utility lines shall be underground, except as specifically approved by the ARC. Until one (1) year following the sale of the last lot in the Subdivision, the Declarant reserves an easement for ingress, egress and regress upon all lots to regrade all drainage easements and, when necessary, to install drainage piping within the easement. There shall be no trees, shrubbery, structures, fences or other obstructions placed in any drainage easements as shown on the subdivision plan or as created hereunder that will in any sense impede, alter or re-route the flow of storm water.

7. No fence, wall, hedge or mass planting shall be erected or permitted except to the rear of the main structure, and such fence, wall, hedge or mass planting shall not be permitted to be over four (4) feet in height except with the advance written permission of the ARC. Under no circumstances shall permanent or temporary clotheslines or clothes trees be permitted, and the ARC shall not have the authority to make an exception to this provision. No permanent tent, shack, barn, or other outbuilding or utility building will be permitted where such tent, shack, barn or other outbuilding or utility building will be detached from the principle structure on each such

property. The ARC shall not and may not make exceptions to the foregoing restriction. Gazebos may be permitted if the ARC has approved the buildings plans for the gazebo in writing.

8. The Declarant may, at any time, but no later than the time of sale of the last lot owned by the Declarant, transfer the control of the ARC to The Meadows of Chestnut Ridge Service Corporation (MCRMC) as provided herein. Upon the sale of the last lot owned by the Declarant, the powers and duties of the ARC and all rights of the Declarant, as enumerated in this Declaration of Restrictions, shall become vested in the MCRMC without the need for further assignment. If the Declarant sells all of its remaining The Meadows of Chestnut Ridge lots in bulk to one or more builders, Declarant shall have the right to assign to any such builder control of the ARC and all other rights and obligations of the Declarant under these Restrictions; thereupon such builder shall be substituted under these Restrictions for the Declarant.

9. The ARC shall be made up of at least one (1), but no more than three (3), individuals. The Declarant shall appoint the initial member or members of the ARC. The ARC shall establish rules for review of all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters concerning The Meadows of Chestnut Ridge as aforesaid submitted to it for approval. A two-thirds (2/3) majority vote of the members of the ARC is required for the approval of any and all matters submitted to the ARC. In the event of any dispute between the ARC, any members of the ARC, the Declarant or any property owner in The Meadows of Chestnut Ridge, the aggrieved party's sole remedy will be binding arbitration before the American Arbitration Association under its commercial arbitration rules. Arbitration shall be held before a single arbitrator who shall be a Delaware admitted real estate attorney and shall take place in Dover, Delaware. The party, which does not substantially prevail, shall pay the cost of the arbitration. The arbitrator

shall be wholly without power to enter any award for exemplary or punitive damages of any kind.

If the American Arbitration Association shall cease to exist, the parties to the dispute shall select a similar national alternative dispute resolution organization.

The MCRMC and the owners of lots within The Meadows of Chestnut Ridge, by accepting a deed to a lot, agree to indemnify and hold harmless the Declarant and members of the ARC if they are threatened to be made a party to or are made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a member of the ARC, or in the case of the Declarant, the Declarant acting as part of the ARC, or an employee or agent of the ARC, or is or was serving at the request of the Arc, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with any such action, suit, arbitration or proceeding, if he acted in good faith and in a manner her reasonably believed to be in or not opposed to the best interest of the ARC, and had no reason to believe his conduct was unlawful or improper. Any person acting on the basis of an opinion of counsel shall be presumed to have acted in good faith. To the extent that the MCRMC is without sufficient funds to pay the indemnified amounts as hereinbefore provided, the owner of each lot, other than the Declarant, shall contribute to the MCRMC their proportionate share of those costs based upon the indemnified amount divided by the number of lots, other than lots owned by the Declarant. Such payment shall be due within thirty (30) days of the lot owner receiving a bill for those amounts. Any amounts not paid within thirty (30) days shall be a lien against the lot and improvements, junior and subordinate to any mortgage then existing on the lot, and may be collected by the MCRMC or by the members of the ARC or the Declarant as any other expenses collectible under

Paragraph 21 of this Declaration.

10. All construction, building, electrical, heating, air-conditioning, plumbing and any and all other work must be performed in accordance with the applicable existing laws, rules and regulations governing the same and shall be subject to inspection and approval by properly authorized inspectors.

11. (a) There shall not be erected, permitted or maintained upon any of the lands in this subdivision any above-ground swimming pool, truck other than a pickup body truck, truck tractor, semi-trailer, derelict car, trailer, mobile home [all as defined under 25 DeL.C § 101], tent, shack, barn, stable, cattle yard, hog pen, fowl yard, or building of any nature or description except a single-family residence constructed in accordance with these restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution.

(b) No pigs, chickens, poultry, rabbits, pigeons, cattle, goats, sheep, horses, animals traditionally considered to be wild animals, other non-household pets, or household pets which are or threaten to be vicious, shall be kept or placed upon any portions of the above described tract;

(c) Nor form of business (for profit or otherwise, including the breeding of household pets) may be housed or maintained or kept on any of the residential lots within the subdivision, except the lot owners may maintain a home office, provided that no employee or other than a resident of the home may be employed at the location and no customer or client may visit the office; and

(d) No noxious, offensive or illegal activity be conducted on any lot, nor shall anything be done within The Meadows of Chestnut Ridge which constitutes an annoyance,

nuisance, illegal activity or otherwise deprive any owner or resident of the quiet enjoyment of their property. No loud noises or music, such as to annoy or offend any adjoining lot owner, may be caused or played within The Meadows of Chestnut Ridge. The Meadows of Chestnut Ridge is intended to be a quiet community, free of unnecessary noise harmful to its residents' reasonable expectation of quiet enjoyment of their homes; therefore, it is necessary for each occupant of a residence to minimize activities which may be heard in adjoining residences. For this reason, the volume of music and noise shall be limited to a level which cannot reasonably be heard in the adjoining residence after 9:00 p.m. on non-holiday weekdays and after 11:00 p.m. on holidays and weekends so as to minimize annoyance to neighbors.

12. There shall not be erected, permitted or maintained upon any of the lands conveyed in this Subdivision any statues, sculptures, painted trees, bird baths, replicas of animals or other like object affixed or placed on any lot. This limitation shall not include seasonal or holiday displays, though such shall only be permitted within a reasonable time of the applicable season or holiday.

13. Except for a single, small, non-illuminated name and/or unit number sign, not to exceed three square feet in size, no signs shall be erected on any lot at any time, except signs advertising a lot for sale or rent, which sign shall not exceed ten square feet. Placement of any such permissible sign shall be restricted to areas not otherwise interfering with the normal use and enjoyment of adjoining properties by their owners and the design, materials and content of any such signs shall and will be subject to review by the ARC upon request by any owner of record of any of the lots subject to the restrictions contained herein. Upon such request, the ARC shall accept or reject the location, design, materials, and/or content of any such sign. If so directed by the ARC, any such sign failing to meet with the approval of the ARC shall be either

removed or altered to be consistent with terms and conditions imposed by the ARC as conditions precedent to the continued use of such signs.

14. No commercial or recreational vans, boats, trailers, self-propelled motor homes, campers or other recreational vehicles as defined in 21 Del.C. Section 101(29) or boat shall be maintained or parked on any lot or street of the herein described property, unless parked or stored in a closed garage. All vehicles shall bear current Delaware registrations and sit on inflated tires at each wheel. No such vehicles shall remain on the street for more than forty-eight (48) hours without having been moved.

15. Each lot owner shall prevent the development of any unclean, unsanitary, unsightly or un-kept conditions of buildings or grounds of his lot which shall tend to decrease the beauty or safety of the area as a whole or the specific area; nor shall any subsequent owner of these lands permit the accumulation of wild growth, logs, fallen trees, litter, new or old building material (for other than immediate use), or other trash upon said lands, thereby creating an unsightly, unsanitary or unsafe condition. At no time may grass or weeds be allowed to grow to a height of more than four inches (4").

16. Each lot owner shall provide receptacles for garbage, not generally visible from the common public streets and roadways of The Meadows of Chestnut Ridge, or provide underground garbage receptacles.

17. The Declarant or the MCRMC is permitted by these covenants to correct, repair, clean, preserve, clear out, or perform any action on the property of any lot owners required by Paragraphs 11, 12 or 15 hereof, or any other provision of this Declaration of Restrictions. The Declarant or the MCRMC, by entering the lot and taking such action, shall not be deemed to have trespassed.

18. No unlicensed motor vehicles shall be used on any area located within The Meadows of Chestnut Ridge, and no two or three wheeled, self-propelled vehicles, either a moped or off-highway vehicle as defined under 21 Del.C. §101 shall be used on any common area or street area located within The Meadows of Chestnut Ridge, except a lot owner may permit a two or three wheeled vehicle to be operated exclusively on the lot owner's lot. There shall be no joy riding on any part of The Meadows of Chestnut Ridge. All vehicles shall contain properly functioning mufflers.

19. If the Declarant hereto, or any of its successors or assigns or any one claiming under it, or any person owning any lot or occupying any house shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant, or the MCRMC as its designated representative, or any person or persons owning any real property situate within said metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent it or them from doing so and/or to recover damages or other amounts due for such violation, together with their reasonable counsel fees, costs and expenses; provided, however, that Declarant, its successors or assigns, shall have no liability whatsoever based on its failure to enforce these restrictions, and nothing herein shall be construed in any manner to impose any liability on Declarant, its successors and assigns.

20. Invalidation of any one of the covenants contained herein or any part or subpart of any covenant herein by valid judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

21. In order that the provisions of these Restrictions may be enforced after the termination of the responsibilities of the Declarant and the transfer of those responsibilities to the MCRMC, and in order to provide for the enforcement of the other provisions of these

Restrictions and the common safety and well-being of residents of The Meadows of Chestnut Ridge, the Declarant shall organize a maintenance corporation known as The Meadows of Chestnut Ridge Service Corporation from time to time herein referenced as the "MCRMC"), whose members shall be all of the record owners of the land within The Meadows of Chestnut Ridge.

(a) The purchaser of any lot in The Meadows of Chestnut Ridge by the acceptance of a deed to said lot, obligates and binds himself or herself, his or her heirs and assigns, to become a member of the aforesaid MCRMC and to be bound by all of its rules and regulations and to be subject to all the duties and obligations imposed by membership in said corporation, but no lot shall have more than one (1) membership.

(b) Each owner of any lot or lots, by acceptance of a deed therefore, is deemed to promise, covenant and agree to pay to the MCRMC (1) annual assessments or charges, and (2) special assessments for capital improvements, or other purposes, such assessments to be fixed, established and collected from time to time as hereinafter required, provided, that all assessments must be fixed at a uniform rate for all lots. The initial deeds from the Declarant, or the Declarant's successors and assigns shall contain the following language:

"By acceptance and recordation of this deed, the Grantee(s) hereunder do promise, covenant and agree that all such assessments and/or charges assessed to the lot or lots conveyed hereunder as may be assessed from time to time shall be the Grantee(s) personal obligation, in addition to be assessable as lien as and against the real property conveyed hereunder."

The failure to include the foregoing language in an initial conveyance, of any lot or lots, or any failure to include such language in subsequent deeds, shall not relieve any owner or owners of

any lot or lots in the Meadows of Chestnut Ridge Subdivision from the obligations imposed hereunder.

At the time of the initial conveyance of every lot in the Meadows of Chestnut Ridge Subdivision, the Declarant, or the Declarant's successors and assigns, shall assess and collect from the initial Grantee or Grantees the sum of Three Hundred and 00/100ths Dollars (\$300.00), which shall be deposited in an interest bearing escrow account in the name of the MCRMC. Said funds shall be deposited to an escrow agent whose instructions as escrow agent shall be to collect and retain such funds from the Declarant, and to make no disbursements from said account until such time as the Declarant's rights hereunder shall terminate, at which time the funds so escrowed shall, in their entirety, together with any interest thereon, be delivered to the board of directors initially selected by the members of the MCRMC, but which shall not occur without the prior written approval of the Kent County Department of Planning Services, or such county department as may succeed it. Provided further, however, that the escrow agent, who shall not serve at the discretion of the Declarant nor report to or be controlled by the Declarant, shall, in said escrow instructions, be permitted to retain the services of such professionals as may be necessary to prepare and file such tax returns as may be from time to time necessary, and to pay such obligations and for such services as may be necessary from the funds held in escrow, as well as to pay to the escrow agent a reasonable sum on an annual basis for the administration of such funds, which shall not exceed the sum of Two Hundred Fifty and 00/100ths Dollars (\$250.00) per calendar year.

The owner of any lot agrees to pay to the MCRMC his/her share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement on any lot within the Subdivision, the MCRMC may collect the equivalent of two (2)

years of assessments for the maintenance costs associated with the maintenance of the common areas. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall be a lien upon the land of said owner in The Meadows of Chestnut Ridge subordinate to any mortgage then existing on the lot and, in addition, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the association for the maintenance of the private open space shall be used exclusively for that purpose.

The assessments levied by the association shall be used exclusively for the purpose of the improvement and maintenance of the private open space, drainage ditches and swales, storm water management facilities (including storm water management facilities titled in the name of MCRMC which may be shared by or which may service Section One of the Chestnut Ridge Subdivision), maintenance, real estate taxes on the open space, repair and payment for the cost of operating any entrance sign, purchase of any insurance, if the Board of Directors deems it appropriate, enforcement of these Restrictions, including but not limited to employment of counsel, and for performing all other acts necessary or incident to the power which the MCRMC is authorized to perform under these restrictions. Notwithstanding the dedication of the streets within The Meadows of Chestnut Ridge, the MCRMC is authorized (but not required) to collect monies for snow and ice removal for the roadways and streets if, in the opinion of the Board of Directors, the State of Delaware, Division of Highways, has failed to adequately provide for snow and ice removal within the area of The Meadows of Chestnut Ridge.

Said assessments shall be in sufficient amount to pay for any taxes and like charges and to pay the cost of keeping the said areas in good usable and safe condition and to offset any uncollected prior assessments. By a two-third (2/3) vote of its members, MCRMC may levy

other special assessments, the proceeds of which shall be used for the benefit of the land governed hereby.

Following the sale of the last lot owned by Declarant in The Meadows of Chestnut Ridge, Declarant shall transfer control of the MCRMC to the lot owners, title to any private open space and/or the private roads. Thereafter, all powers of the Declarant hereunder, except those reserved herein, shall pass to the MCRMC. The MCRMC shall not have any other powers under these Restrictions until all lots have been sold or conveyed by Declarant and/or any entity, organization or individual connected or related to Declarant, to subsequent grantees to whom lots have been sold in bulk and who have or will construct residences in The Meadows of Chestnut Ridge as provided hereof. Until such time, the Declarant shall exercise all rights and duties of the MCRMC, including the right to levy assessments, other than for the maintenance of the private open space which has not been conveyed to the MCRMC, provided, however, that Declarant shall pay the same assessments levied by it for all lots owned by it. Unless the Declarant levies an assessment, it shall not be responsible for paying assessments for lots owned by it if assessments are levied by the maintenance association for the private open space. At the first meeting of the MCRMC, the members shall elect officers. The officers shall be a President, Vice President, Secretary and Treasurer, together with such Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, as the members shall elect. The MCRMC shall set the number of directors, however, the MCRMC shall have at least four (4) directors, who shall include the officers.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting of members, and any special assessments shall be set by a two-thirds (2/3) vote of the members who are voting in

person or by proxy at the annual meeting of members or at a meeting duly called for this purpose.

Any notice of meeting shall be given in accordance with the By-Laws of the MCRMC.

(d) Any assessments which are not paid when dues shall be delinquent after thirty (30) days and shall (i) bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and (ii) include a late payment fee of ten percent (10%) of the amount of the delinquent assessment, which rates may be modified by the vote of a majority of the members of the MCRMC. The MCRMC may bring an action at law against the owner personally obligated to pay the assessment (regular or special), or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, streets, or common private roadways or abandonment of his or her lot.

(e) It is expressly agreed that the assessments and interest thereon, if any, referred to above shall be a lien or encumbrance of the land in respect to which said assessments are made, and it is expressly agreed that by acceptance of title to any of the land included in said tract, the owner (not including mortgagee) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay said assessments to MCRMC, including any prior unpaid assessments.

(f) By his or her acceptance of title, each owner shall be held to vest in MCRMC the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be in the opinion of the MCRMC necessary or advisable for the collection of such assessments.

(g) All such assessments shall be subordinate in lien to the lien of any mortgage or

mortgages on any property which is subject to such charge; provided that such subordination shall apply only to the charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages, and the transferee 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 if there is a surplus at a foreclosure sale, then such surplus shall be subject to the lien created in this paragraph.

(h) Declarant, its successors and assigns, shall incorporate under the laws of the State of Delaware, prior to conveyance of the first lot hereunder to a homeowner, a membership corporation to be known as The Meadows of Chestnut Ridge Service Corporation for the benefit of all lot owners as aforesaid, which corporation shall be charged with the duty of improving and maintaining said private open spaces, drainage ditches, storm water management pond, and swales in the condition required by Kent County, and discharging all other responsibilities set forth in these restrictions, and shall be charged with the payment of taxes and similar governmental charges as set forth in Paragraph 20(b) hereof.

(i) All of the record owners shall be entitled to one (1) vote for each lot in which they hold the interest of record in fee and lot, for the purpose of this subparagraph 20(i), shall mean each such parcel of land where said parcel contains or is to contain a single-family dwelling. The vote for such lot shall be exercised as the owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot. If all owners of a lot cannot agree as to the manner in which their vote shall be cast, no vote shall be counted for that lot.

(j) MCRMC shall at no time close or obstruct the streets, except insofar as the

same shall be temporarily necessary for maintenance or repairs. Notwithstanding anything in the foregoing paragraph to the contrary, neither the Declarant, nor MCRMC, nor any party claiming through them, shall prevent or prohibit members of the general traveling public having lawful reasons therefore from traveling across and upon the streets or roadways of The Meadows of Chestnut Ridge.

22. Failure of the Declarant or MCRMC to enforce any of the aforesaid covenants shall not be construed to constitute a waiver of enforcement of any subsequent violations.

23. After the powers of the ARC are transferred to the MCRMC, the covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said The Meadows of Chestnut Ridge and each lot therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent executed by the owners of seventy-five (75%) of the lots contained in The Meadows of Chestnut Ridge. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed, acknowledged and recorded in the Office of the Recorder of Deeds, in and for Kent County, State of Delaware. Prior to recordation of any such waiver, abandonment, termination, modification or alteration, the MCRMC shall consult the Kent County Planning Department (or, if the Planning Department's functions are transferred to a different entity, its successor) to confirm such changes are consistent and compliant with applicable law and regulation. The foregoing notwithstanding, any failure to so consult prior to recordation shall not, by virtue of that failure alone, invalidate the document so recorded where it is otherwise consistent and compliant with applicable law and regulation. The consent of any mortgagee holding an interest in property within The Meadows of Chestnut Ridge shall not be necessary to waive, abandon,

terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions or charge created by this Declaration of Restrictions provided the interests of such mortgagees are not materially and adversely affected thereby. Notwithstanding the foregoing, so long as Declarant, its successors or any purchaser in bulk, owns any lots in The Meadows of Chestnut Ridge, it shall have the similar right to amend these Restrictions or re-subdivide the property without the consent of any other lot owner or mortgagee, provided that (a) the amendment is necessary to comply with any State, County or Federal rule or regulation, the rules of any State or Federal agency (including but not limited to FHA, VA, FMHA or FNMA), or law or to correct technical or other errors in these Restrictions or such other change which, in the opinion of the Declarant is necessary or appropriate to the development of the Property, and which will not unreasonably or materially affect any lot owner or mortgagee; or (b) may otherwise amend these Restrictions without the consent of any of the lot owners without the consent of any mortgagee, provided that the amendment will not unreasonably or materially affect any mortgagee and shall not adversely affect the majority of the lot owners in The Meadows of Chestnut Ridge.

24. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise, and no owner of any lot or lots included within the aforesaid metes and bounds shall have any right or easements whether in law, equity or otherwise, in and to any lands not included within the aforesaid metes and bounds, and law, custom or usage to the contrary notwithstanding. In no event shall the same be construed to or in any manner bind or

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<u>7-00-11203-05-8900-00001</u>	<u>7-00-11203-05-4700-00001</u>
<u>7-00-11203-05-9000-00001</u>	<u>7-00-11203-05-4800-00001</u>
<u>7-00-11203-05-9100-00001</u>	<u>7-00-11203-05-4900-00001</u>
<u>7-00-11203-05-9200-00001</u>	<u>7-00-11203-05-5000-00001</u>
<u>7-00-11203-05-9600-00001</u>	<u>7-00-11203-05-5100-00001</u>
<u>7-00-11203-05-9700-00001</u>	<u>7-00-11203-05-5200-00001</u>
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<u>7-00-11203-05-5400-00001</u>	<u>7-00-11203-06-1100-00001</u>
<u>7-00-11203-05-5500-00001</u>	<u>7-00-11203-06-1200-00001</u>
<u>7-00-11203-05-5600-00001</u>	<u>7-00-11203-06-1300-00001</u>
<u>7-00-11203-05-5700-00001</u>	<u>7-00-11203-06-1400-00001</u>
<u>7-00-11203-05-5800-00001</u>	<u>7-00-11203-06-1500-00001</u>
<u>7-00-11203-05-5900-00001</u>	<u>7-00-11203-06-1600-00001</u>
<u>7-00-11203-05-6000-00001</u>	<u>7-00-11203-06-1700-00001</u>
<u>7-00-11203-05-6100-00001</u>	<u>7-00-11203-06-1800-00001</u>
<u>7-00-11203-05-6200-00001</u>	<u>7-00-11203-06-1900-00001</u>
<u>7-00-11203-05-6300-00001</u>	<u>7-00-11203-06-2000-00001</u>
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<u>7-00-11203-05-6600-00001</u>	<u>7-00-11203-06-2300-00001</u>
<u>7-00-11203-05-6700-00001</u>	<u>7-00-11203-06-2400-00001</u>
<u>7-00-11203-05-1800-00001</u>	<u>7-00-11203-06-2500-00001</u>
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