

R E S T R I C T I O N S

KNOW ALL MEN BY THESE PRESENTS, That the undersigned SHAWNEE ACRES DEVELOPMENT CORP., a corporation of the State of Delaware, with offices at 609 S. Walnut Street, Milford, Sussex County, Delaware, is the owner of the premises shown upon the plot of SHAWNEE ACRES, which is dated February 19, 1976, and of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 10, at page 190, and we do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereinafter acquiring any property or lots upon said plot that said lots are hereby subjected to the following restrictive covenants, reservations, and remedial clauses, as to the use thereof, running with said property by whomsoever owned, to wit:

1. All lots shall be used for residential purposes and all lots shall be restricted and limited to single family residential purposes and uses only. No lots shall be used for business or commercial purposes.
2. Not more than one dwelling shall be erected upon any one lot, except a private garage or other small accessory building in addition to the dwelling. The use of any such garage or accessory building or dwelling shall not include any activity normally conducted as a business, and no such garage or accessory building may be constructed prior to the construction of the main dwelling. The main dwelling, garage or accessory building may include a guest suite or like facility, but any such suite must be without a kitchen and may not be rented, used, leased or occupied except as a part of the entire premises including the main dwelling.
3. Nothing herein contained shall deny any lot owner the right to construct a dwelling so as to rest on more than one lot. No lot as delineated on the aforesaid plot shall be subdivided, sold or otherwise aliened in a lesser or smaller parcel than shown on the aforesaid plot, unless the main dwelling is so constructed as to rest on more than one lot.
4. One (1) detached single family dwelling may be placed, erected, altered, and occupied upon any numbered lot in Shawnee Acres. Each such dwelling shall not be less than one thousand two hundred (1,200) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops, basements, and the like.
5. The main dwelling erected and maintained upon any numbered lot in Shawnee Acres shall front or face toward the street.
6. All sewage systems and wells must have Delaware Water and Air Resources approval.
7. The following building setback lines are hereby established and no building nor any part thereof shall be erected in any of the yard requirements:

a. The front yard setback shall be thirty (30) feet from the nearest right-of-way line;

b. The rear setback line shall be twenty-five (25) feet from the rear line of each numbered lot.

c. There shall be two sideyards, each of which shall be fifteen (15) feet from their respective sidelines of each such lot.

8. Fuel tanks, gas tanks, or similar storage receptacles shall be buried under ground.

9. No boundary fence or wall shall be constructed to a height of more than four (4) feet, and no boundary line hedge or shrubbery shall be permitted to a height of more than four (4) feet.

10. It shall be the responsibility of each numbered lot owner to prevent the development of any unclean, unsightly, or unkept conditions of the buildings or grounds upon such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the beauty of the specific area. No noxious or offensive activity shall be carried on upon any numbered lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained on any lot any plant, animal, device or thing of any sort the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of other property in the neighborhood by owners thereof.

11. No structure of any temporary character and no tent, trailer, shack, or other outbuilding, except as provided herein, shall be placed on any numbered lot within SHAWNEE ACRES at any time except during periods of construction for storage of materials and such temporary structures for storage of materials shall not in any event be used for living quarters.

12. The following general prohibitions and requirements shall prevail as to the constructions or activities conducted on any lot on SHAWNEE ACRES:

a. Once construction of any building has been commenced, such construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder, or contractor as the case may be. Cessation of work before construction of 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 state and the same shall be deemed to be a public nuisance;

b. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications;

c. No stripped down or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any lot or any street in SHAWNEE ACRES.

d. No advertising signs shall be permitted upon any numbered lot in SHAWNEE ACRES except a sign offering the premises for rent or sale, or both, may be displayed upon the lot which is for sale or for rent and any such sign shall not exceed eighteen (18) inches by twenty-four (24) inches in size;

e. No trash, ashes, garbage, or other refuse shall be dumped or stored or accumulated on any lot.

13. Nothing contained herein shall be construed as an obligation of the grantors, or their heirs, executors, administrators, and assigns to remove underbrush or rubbish, or cut grass on any lots owned by them or their heirs, executors, administrators, and assigns. Individual owners of lots in SHAWNEE ACRES; however, do hereby covenant and agree to be responsible for the appearance for such lot or lots sold or otherwise conveyed to them by cutting grass and brush and by removing trash and rubbish therefrom at all reasonable times. Should such owners fail to maintain the appearance of such lots, as determined by the grantors, their heirs, executors, administrators, or assigns, the grantors, for themselves, and for their heirs, executors, administrators, and assigns, reserve the right and privilege to enter upon such property for the purpose of maintaining the appearance of any improved or unimproved lot, the cost of which is to be borne by the lot owner or owners.

14. a. Every person who acquires title, legal or equitable, in any lot in SHAWNEE ACRES shall become a member of SHAWNEE ACRES Property Owner's Association; provided, however, that such membership is not intended to apply to those persons, firms, or corporations who hold an interest in any such lot merely as security for the performance of any obligation to pay money; namely, mortgages, deeds of trust, or real estate contract purchases. However, if such persons, firms, or corporations should realize upon their security and become the real owner or owners of a lot within SHAWNEE ACRES such persons, firms, or corporation will then be subject to all the requirements and limitations imposed in these Restrictions on such owners within SHAWNEE ACRES and all members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

b. The general purpose of the association is to further and promote this community welfare of property owners in SHAWNEE ACRES.

c. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of SHAWNEE ACRES.

d. The Association shall have all the powers that belong to it by operation of law. The Association shall be governed by a Board of Governors of not less than three nor more than five members, all of whom shall be property owners in SHAWNEE ACRES. Prior to the sale of twenty-five percent (25%) of the lots laid out by the grantors and designated as SHAWNEE ACRES, the grantors or the heirs, executors, administrators, or assigns, may, in their discretion, appoint a Board of Governors of SHAWNEE ACRES Property Owner's Association consisting of not less than three (3) nor more than five (5) members as well as to appoint the respective successors thereof. After the sale of twenty-five percent (25%) of the number of lots laid out by it in SHAWNEE ACRES, such Board of Governors shall be selected, elected, and appointed by the vote in person or by proxy of the individual owners of the majority of the lots located in SHAWNEE ACRES, the owner or owners thereof to have one (1) vote for each lot owned by him, her, them, or it, as the case may be. Upon the establishment of such Board of Governors, in any manner as aforesaid, such Board of Governors shall thereupon succeed to all the privileges, powers, rights, and authority reserved by, vested in, and exercised by the Declarant, its successors and assigns, or such Board of Governors as provided herein.

15. Each lot owner in SHAWNEE ACRES, covenants to pay to SHAWNEE ACRES Property Owner's Association, and its successors, on January 10, 1977, and on January 10 of each year thereafter a maintenance assessment, such assessment to be ten dollars (\$10.00) per lot for the calendar year 1977 and such assessment thereafter to be determined by the Board of Governors of SHAWNEE ACRES Property Owner's Association for each and every lot owned by said property owner in SHAWNEE ACRES. The proceeds received by SHAWNEE ACRES Property Owner's Association shall be used and expended by it for the construction maintenance of streets, drainage easements, walkways, recreation areas, lighting for streets and recreation areas, and similar purposes. It shall be the responsibility of SHAWNEE ACRES Property Owner's Association to maintain all drainage easements as shown on the plot of SHAWNEE ACRES, the cost of said maintenance to be taken out of the assessments aforesaid. Each such maintenance assessment shall be and constitute a lien upon the respective lot or lots of such owner from the due date thereof and the same shall remain and continue to be a lien thereon until fully paid.

16. For the purpose of further insuring the development of lands comprehended within SHAWNEE ACRES as a residential development of high standards, the power to control buildings, structure, or improvements placed on each lot or given land area therein shall be in the same as hereby vested in SHAWNEE ACRES Property Owner's Association and its successors. Whether or not provisions therefore is specifically stated in any conveyance of a lot or given land area in SHAWNEE ACRES, the owner or occupier of each and every lot, by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, structure, or improvement shall be placed upon such lot unless and until the plans and specifications therefor and the plot plan thereof shall have been approved in writing by the Board of Governors of SHAWNEE ACRES Property Owner's Association. Each such building, structure, or other improvements shall be placed on the premises only in accordance with such plans, specifications, and plot plans so approved. Refusal or approval of such plans, specifications, and plot plans by such Board of Governors of SHAWNEE ACRES Property Owner's Association may be based on any grounds, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Board of Governors shall seem sufficient. No alteration in the exterior appearance of any building, structure,

or improvement shall be made without like approval. If the Board of Governors shall fail to consider the plans, specifications, or plot plans within thirty calendar days after written request therefor, then such approval shall not be required; provided, however, that no building, structure, or improvement shall be erected which violates any of the Restrictions set forth herein.

17. Nothing contained herein shall be construed in any manner so as to impose upon the Declarant, its successors, and assigns, any liability for property damage and/or personal injury occurring to any person or persons whomsoever for or by reason of the use of the ways, roads, streets, lands, easements, common areas, or similar conditions, or any of them in SHAWNEE ACRES.

18. All side and rear lot lines are reserved for the centerline of a ten (10) foot drainage or utility easement, this reservation being in addition to those easements specifically set out in the Plot Plan of Shawnee Acres as filed in Plot Book 10, page 190 as recorded in the Office of the Recorder of Deeds, Georgetown Delaware.

19. These Restrictions may be amended by and with the written consent of no less than sixty per cent (60%) of the owners of all the lots in SHAWNEE ACRES. The owners of the various lots shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to these Restrictions or any of them at any time hereafter. Any such waiver, abandonment, termination, modifications, alteration, change, amendment, or addition shall take effect when a copy thereof executed and acknowledged by each of the lot owners who assent thereto in accordance with the usual form of execution and acknowledgement of deeds to land, shall have been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same thereafter shall remain in effect in perpetuity, unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended, or added to as the case may be. In the taking of any such vote, or the obtaining of any such written consent the taking of any such vote, or the obtaining of any such written consent to the lot owners of SHAWNEE ACRES, each owner shall have as many votes or consents as he may own lots situate in SHAWNEE ACRES.

20. The invalidating of any one of the foregoing Restrictions by any Court of any competent jurisdiction shall in no way affect or impair the full force and effect of all other Restrictions set forth herein and in such event all other Restrictions not expressly invalidated thereby shall remain in full force and effect.

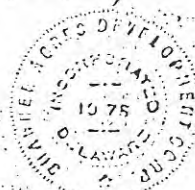
IN WITNESS WHEREOF, SHAWNEE DEVELOPMENT CORP., has caused this instrument to be executed by its proper corporate officers and its corporate seal to be hereunto affixed this 15th day of March, A.D. 1977.

SHAWNEE ACRES DEVELOPMENT CORP.

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WITNESS

BY Donald M. Fisher
President

ATTEST Harvey D. Munn
Secretary



AMENDMENT TO RESTRICTIONSSHAWNEE ACRES

KNOW ALL MEN By these presents, that the undersigned SHAWNEE ACRES DEVELOPMENT CORP., a corporation of the State of Delaware, with office at 609 S. Walnut Street, Milford, Sussex County, Delaware, is the owner of the premises shown upon the plot of Shawnee Acres, which is dated February 19, 1976, and is of record in the Office of the Recorder of Deeds, in and for Sussex County, in Plot Book 10, at Page 190. We do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereinafter acquiring any property or lots upon said Plot, that the Restrictions previously filed as to Shawnee Acres in the Office of the Recorder of Deeds, in and For Sussex County, Delaware, in Book 831, at Page 338, are hereby amended as follows:

1. Strike Restriction Number 16 as originally set out and of record, in its entirety.
2. The remaining Restrictions, as originally set out and recorded are hereby adopted, with new numbering, to make the restrictions consistent with the above amendment and to be serially numbered, and are hereby deemed to be republished and of full force and effect.

IN WITNESS WHEREOF, Shawnee Acres Development Corp. has caused this instrument to be executed by its proper corporate officers and its corporate seal to be hereunto affixed, this 23rd day of March, A.D. 1977.

SHAWNEE ACRES DEVELOPMENT CORP.

BY

President

ATTEST

Secretary

WITNESS

