

Tax Map Parcel No. 2-30-4.00-52.00
PREPARED BY: MOORE & RUTT, P.A.
P.O. Box 554
Georgetown, DE 19947
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Georgetown, DE 19947

**DECLARATION OF RESTRICTIONS FOR SUBDIVISION
OF LANDS OF THE ESTATE OF J. HOWARD ISAACS,
ALSO KNOWN AS SOUTHERN POINTE SHORES**

THIS DECLARATION, made this 26th day of November, 2003, by **HOWARD PEPPER and MARK WELLS** (hereinafter referred to as "Declarants").

WHEREAS, Declarants are the owners of the lots in the subdivision of Lands of the Estate of J. Howard Isaacs, also known as Southern Pointe Shores, situate on the west side of Sussex County Road 204, within the Town of Slaughter Beach, Cedar Creek Hundred, Sussex County and State of Delaware, as shown on the Record Plan for The Minor Subdivision of Lands of the Estate of J. Howard Isaacs, as prepared by Charles Murphy & Associates, Inc., and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Plot Book 82, Page 80, as the same may be amended or superseded from time to time (the "Plan"). This referenced Plan shall be Phase 1 of Southern Pointe Shores. These Restrictions shall apply to the lots as recorded, being Lots 1 through 4, inclusive, and to all other lots that may hereafter be designated and filed of record in subsequent phases.

WHEREAS, Declarants are the owners of said parcel of land and the parcels which may be the subject of future phasing and are desirous of imposing upon said lands the hereinafter stated covenants, agreements, conditions, reservations and restrictions as

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stated by Declarants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The Declarants herein hereby covenant and declare that the said development known as Southern Pointe Shores shall be held,

UNDER AND SUBJECT, NEVERTHELESS, to the following covenants, agreements, conditions, reservations and restrictions:

1. These covenants, agreements, and restrictions are to run with the land and shall be binding upon the Declarants, their successors and assigns, and all persons claiming under them, until November 1, 2013, at which time the covenants, agreements and restrictions shall be automatically extended for successive periods of ten (10) years each, unless the then owners of more than 75% of the said lots terminate them in whole or in part, by appropriate instrument duly executed and recorded. Provided, however, there shall be no right to terminate the obligations for road maintenance and common area maintenance stated in Paragraph 21 herein.

2. No dwelling shall be erected or placed on any residential parcel of land which has an area of less than that required by the Zoning Ordinance of the Town of Slaughter Beach and/or the Zoning Code of Sussex County for the applicable zoning classification or as the requirements of said Ordinance or Code may be modified in respect to any such parcel. In no event shall the living area of any dwelling be less than 1,700 square feet.

3. There shall be no television antenna, satellite dish or any other type of radio or video reception device placed on the exterior of the dwelling or any other part of the property, except that satellite dishes not exceeding 18" in diameter may be placed on the rear of the house.

4. Fences may be constructed along the rear and side yard **only** and such side yard fence commencing from the rear shall not extend past the front **corner** of the house.
5. No outside clotheslines or clotheslines poles shall be erected or maintained on any lot except removable poles and retractable or removable clotheslines which are mounted to the rear of the house, and removed and/or retracted **when** not in use.
6. No trade, business, commerce, industry or occupation shall **be** conducted on any residential building lot or in any building erected thereon except those **allowed** by the Town of Slaughter Beach.
7. No trailer, basement, tent, shack, garage, barn or other **outbuilding** erected or placed on the above described tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No boats, trailers, house trailers, mobile or motor homes, campers, commercial vehicles, trailered or un-trailered vehicles used for racing or recreational purposes shall be parked or stored for a period of time exceeding one (1) calendar week per calendar month in the area between the rear of the house and the curb. In the case of corner lots, this restriction shall also apply to the side of the house facing the adjoining street.
9. No animals, livestock or poultry shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
10. Without the necessity of any further reservation, all conveyances by Declarants, their successors or assigns, of lots on the aforesaid Plan shall be subject to the following

easements which shall be easements hereby expressly reserved to Declarants, their successors or assigns, for the installation, use and maintenance of utilities, and mail facilities, including, but not by way of limitation, gas, electricity, fuel oil, telephone, community antenna or cable television systems, pay TV systems, or other communications facilities, water, sewer, drainage, including appurtenant structures, accessory structures, and necessary service connections:

- (a) Easements shown on the aforesaid Plan or otherwise of record;
- (b) Easements under, along and across the area shown on the aforesaid recorded plat as intended to be dedicated for road purposes;
- (c) Easements for the installation and maintenance of house connections with any such utility wherever located on a lot, but only to the extent the owner and/or operator of such utility service shall have assumed responsibility for the maintenance of the aforesaid house connections.
- (d) Temporary rights or easements necessary or proper to the enjoyment of the aforesaid easements, to enter upon lands adjacent to such easements with trucks and equipment, for the purpose of maintaining or repairing any installations as may be reasonable and appropriate to such activity.

No owner of any property shown on the aforesaid Plan, nor any member of the public generally shall have vested property interest or right, whether in law, equity or otherwise, in or to any of the easements reserved in this paragraph, and the Declarants reserve to themselves, their successors or assigns for any such easement, the right to modify, extinguish or vacate all or any of said easements; provided, however, in the event

any such easement is being utilized by any public authority or public utility company for utilities, sewer lines or drainage purposes, such easement shall not be modified or extinguished without the consent of such public authority or public utility company.

11. No hedge or similar mass planting shall be erected or permitted except to the rear and side of the main house structure.

12. No waterway, wetland or storm drainage area shown on the plot of the development shall be filled in for any other purpose. The elevation of a lot will not be changed so as to materially affect the surface elevation or natural drainage of surrounding lots.

13. Each lot owner shall provide receptacles for garbage in a screened area not visible from any street. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within an accessory building, buried underground, or screened by wood fencing or hedge in the rear of the dwelling.

14. If Declarants, their successors or assigns, or persons claiming under them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarants or other person or persons owning any of the above identified lots on the aforesaid Plan to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and recover damages or other dues and reasonable attorneys' fees incurred for prosecuting such violation. This shall include the recovery of any funds for maintenance of any common areas or other facilities set forth in Paragraph 21 herein.

15. Invalidation of any of these covenants or any part thereof, by judgment or Court Order, shall in no way affect any of the other provisions which shall remain in full force and

effect.

16. In the event any dwelling or other permitted structure erected on any residential building lot is so placed that it violates a front, side or rear yard setback restriction as provided herein and such violation also constitutes a violation of any then applicable zoning law or regulation, the grant of a variance with respect to the zoning violations shall automatically constitute a variance and modification of these restrictions with respect to such violation.

17. Anything herein contained to the contrary notwithstanding, the Declarants hereby expressly reserve the right at any time to change or modify any of the restrictions, conditions, covenants, agreements or provisions of the lots contained herein or shown upon said Plan without leave of the lot owners until such time as Declarants have sold seventy-five percent (75%) of the lots of this Phase 1 and any subsequent phases. In addition, the owners of more than seventy-five percent (75%) of the said lots may change, modify or amend the restrictions contained herein at any time, by appropriate instrument duly executed and recorded, provided, however, that so long as the Declarants are the owners of any of the said lots or open space or any other portion of Southern Pointe Shores, this Declaration may not be changed, altered, modified, amended or extinguished without the written approval of the Declarants.

18. Declarants reserve unto themselves the right to modify, change or amend the Record Plan of Southern Pointe Shores. By accepting a deed, each lot owner shall be deemed to have appointed Declarants as their attorney-in-fact coupled with an interest for the sole and limited purpose of modifying the Record Plan for Southern Pointe Shores and Declarants shall be authorized to sign such modified Plan on behalf of each and every lot

owner.

19. Failure by Declarants or any land owner to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to the one occurring prior or subsequently thereto.

20. Any or all of the rights and powers, titles and estate reserved or given to the Declarants in this Declaration may be assigned to any one or more individuals, public governmental bodies, corporation or associates that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing to which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given and assumed by the said Declarants, the said Declarants thereupon being released therefrom.

21. All common areas identified on the recorded plat and in these restrictions, as well as all street and road improvements, surface drainage facilities, erosion and sediment control facilities or other improvements shall be initially installed, operated and maintained by Declarants, their successors or assigns. Once a lot has been sold by and purchased from Declarants, the purchaser of said lot shall be responsible on a proportionate basis for maintenance, operation and control of the facilities listed in this paragraph. The amount to be paid by any lot owner shall be the percentage of that lot to the total number of all lots recorded of record in this Phase 1 of Southern Pointe Shores and all subsequent phases thereto. So long as Declarants own any of such lots, they shall be responsible for any

expenses associated with that lot under this paragraph.

22. This site contains regulated wetlands. Activities within these wetlands may require a permit from the U.S. Army Corps of Engineers and/or the State of Delaware.

23. The lots in this Subdivision are not within a service area for public sewer. Any lot owner purchasing a lot in this Subdivision shall be responsible for a site evaluation to determine the lot's suitability for a private septic waste disposal system.

IN WITNESS WHEREOF, Declarants have hereunto executed this Declaration the day and year first above written.

Shirley M. Regan
Witness

Shirley M. Regan
Witness

Howard Pepper (SEAL)
Howard Pepper

Mark Wells (SEAL)
Mark Wells

STATE OF DELAWARE :
COUNTY OF Sussex : SS.
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BE IT REMEMBERED, that on this 26th day of November, 2003, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, HOWARD PEPPER and MARK WELLS, parties to this instrument, known to me personally to be such, and acknowledged this instrument of writing to be their act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

Gina M. Papp
Notary Public

MY COMMISSION EXPIRES: _____

GINA M. PAPP
NOTARY
STATE OF DELAWARE
MY COMMISSION EXPIRES 5-13-04

RECORDER OF DEEDS
JOHN E. BRADY
03 DEC -8 PM 2:12
SUSSEX COUNTY
DOC. SURCHARGE PAID

Received
DEC 09 2003
ASSESSMENT DIVISION
OF SUSSEX CTY