BK03609 PG00266

Sussex County Tax Parcel Nos.: SEE ATTACHED PARCEL LIST Prepared By and Return to: Bonnie M. Benson, P.A. 306 E. Camden-Wyoming Avenue Camden, DE 19934

DECLARATION OF RESTRICTIONS

APPLICABLE TO LIGHTHOUSE CROSSING

THIS DECLARATION, made this <u>a</u> day of August, A.D. 2008 by SELBYVILLE W, LLC, a Delaware limited liability company, hereinafter referred to as the "Declarant".

WHEREAS SELBYVILLE W, LLC., being the owner of the referenced lots in Lighthouse Crossing as more specifically described in Exhibit "A" attached hereto and as delineated on the Revised Record Major Subdivision Plan for Lighthouse Crossing, (hereinafter sometimes referred to as "Subdivision") prepared by Van Cleef Engineering Associates, said subdivision plan being recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware on August 12, 2008 in Plot Book 113, Page 251, hereby sets forth the following covenants and restrictions; and

WHEREAS, it is the intent of the Declarant that the Common Areas, Open Spaces, Conservation Area, Wetlands and Multi-Use Path (hereinafter sometimes collectively referred to as "Open Spaces") be for the use of the owners of the lots in the Lighthouse Crossing Subdivision and intend to ultimately convey said Open Spaces to a property owners association (hereinafter referred to as the "Association") to be formed in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Declarant, by this Declaration of Restrictions, intends to establish a plan for the maintenance and administration of the Open Spaces; and

WHEREAS, Declarant has established a general plan for the improvement and development of the Subdivision, and does hereby establish the covenants, conditions,

reservations, restrictions and easements upon which and subject to which all the lots shall be improved or sold and conveyed by it as owner thereof; and

> 000033058 BK03609 PG007477

WHEREAS, lots 129 and 130 of the Lighthouse Crossing Subdivision are specifically excluded from this Declaration of Restrictions and the owners of said lots shall not be members of the Homeowners Association referenced herein; and

WHEREAS, each and every one of the covenants, conditions, reservations and restrictions as set forth herein, is and all are for the benefit of each owner of a lot in the Subdivision or any interest therein, and shall inure to and pass with each and every lot in the Subdivision and shall bind the respective successors in interest of the Declarant; and

WHEREAS, these covenants, conditions, reservation and restrictions are hereby imposed upon the lots within the Subdivision and such lots shall further be subject to those easements set forth herein, all of which are to be construed as restrictive covenants and easements running with the title to each lot and with each and every lot therein.

NOW, THEREFORE, æqow ALL MEN BY THESE PRESENTS: That the Declarant does covenant and declare that it shall hold and stand seized of the lands described on said Exhibit "A" hereto under and subject to the following restrictions, covenants, conditions, reservations and easements (hereinafter "Declaration of Restrictions"), which it has already agreed shall be covenants running with the land a more specifically identified on Exhibit "A", and which shall be binding upon the Declarant, its successors and assigns, and which said Declaration of Restrictions are hereby imposed for the equal benefit of each lot or parcel of land included within the Subdivision.

- 1. This Declaration of Restrictions shall run forever with the lands more specifically identified on Exhibit "A" attached hereto unless such duration would be contrary to any rule of law, in which event said restrictions shall be effective for so long as pennitted by law. This Declaration of Restrictions shall be binding upon the Declarant hereto, its successors and assigns, and all persons claiming under it for said duration.
- 2. No re-subdivision of any lot shall be permitted within the Lighthouse Crossing Subdivision. All lots included within the Subdivision shall be known and described as residential lots and no building shall be erected, placed or permitted to remain on any

residential building lot in Lighthouse Crossing, other than one detached single-family dwelling house (not to exceed two and one-half (2-1/2) stories in height or

BK03609 PG00268

three (3) stories on the down slope side of dwelling) and a private attached garage for the exclusive use of the owner or occupant of said dwelling. For the purpose of these restrictions, "single-family" shall not include more than four (4) adults who are not related by marriage or blood.

- 3. The minimum square footage for a single story dwelling shall be 1700 square feet, the minimum square footage of a two story dwelling shall be 2100 square feet and the minimum square footage of a two and one-half story dwelling shall be 2400 square feet, and the calculation of such minimum square footage shall exclude the garage, porches, porticos and basements. Any shed erected upon a lot shall be attached to the dwelling or the garage and shall not be freestanding. The roof of any dwelling or attached structure shall have a minimum of a 7/12 pitch. Dwellings may be of modular, panelized or stick built construction.
- 4. No building, structure of any kind, shed, gazebo, ornaments, fence, pond, shelter, trees or other plantings, tennis court, in-ground swimming pool, outside lights, radio or television antennae or tower, satellite dishes, streets, roads, driveways and parking areas, or other structure (collectively referred to as "structure" or "structures") shall be constructed, erected, placed, replaced, moved, removed or altered on any lot unless and until the proposed building plans, set-backs, specifications, materials, exterior color or finish, elevation, site layout, planting plan and/or plot plan showing the proposed location of each structure, and identification of contractor and construction schedule, shall have been submitted in writing to and approved by an Architectural Review Committee (hereinafter "ARC") for the purpose of approving all construction, improvements site and location of buildings or structures, planting plans and similar matters within Lighthouse Crossing. Approval of plans, set-backs, location, alterations, specifications, materials, exterior color or finish, elevation, site layout, planting plan, plot plan and other matters as aforesaid may be refused by the ARC upon any ground, including safety or the appearance of the structure from the adjoining residences, which in the sole and absolute discretion of the ARC shall seem sufficient; provided, however, that the ARC shall have thirty (30)

days from the actual receipt of written submission of said plans and like matters as aforesaid sent by United States Postal Service, registered mail, or other request requiring ARC approval sent by United States Postal Service,

registered mail, to review said plans and like matters as aforesaid. Failure of the ARC to respond within such time shall be deemed an approval. No alterations in the exterior appearance of any building or structure shall be made unless approved by the ARC. The Declarant need not seek an approval from the ARC so long as it owns any lots within Lighthouse Crossing.

- 5. Above ground pools, dog kennels, and outside clothes lines are strictly prohibited within Lighthouse Crossing.
- 6. In the event that any dwelling is destroyed in whole or in part by fire, windstorm or for any other cause or act of God, the debris resulting therefrom shall be immediately removed and the lot restored to a sightly condition with reasonable promptness.
- 7. 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 Lighthouse Crossing Homeowners Association (hereinafter sometimes referred to as "Association").

Thereafter, the powers and duties of the ARC, as enumerated in this Declaration of Restrictions, shall become vested in the Association.

8. The ARC shall be made up of at least one (1), but no more than three (3), individuals. The initial member or members of the ARC shall be designated by the Declarant.

The ARC shall vote on all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters concerning Lighthouse Crossing as aforesaid submitted to it for approval. A twothirds (2/3) majority vote is required for the approval of any and all matters submitted to the ARC. In the event of any dispute between the ARC, the Declarant or any member of the ARC and any property owner in Lighthouse Crossing, the aggrieved party's sole remedy will be binding arbitration before the Sussex County Better Business Bureau, so long as it is real estate related arbitration, or, if the Better Business Bureau will not participate in the arbitration, then before the American Arbitration Association in Dover,

Delaware, under its commercial arbitration rules, or under any applicable arbitration process established under the rules of a Court of competent jurisdiction.

The Association and the owners of lots within Lighthouse Crossing, by accepting

aKü36ü9000033058

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 or proceeding, if he acted in good faith and in a manner he 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 Association 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 Association their proportionate share of the 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 Association or by the members of the ARC or the Declarant as any other expenses collectible under the tenns of this Declaration.

- 9. 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.
- 10. There shall not be erected, permitted or maintained upon any of the lands conveyed in this subdivision, any truck in excess of % tons, tractor, commercial van, derelict car, trailer, mobile home, outdoor clothes line, dog kennel, above-ground

swimming pool, tent, shack, bam, stable, cattle yard, hog pen, found yard, or building of any nature or description except a single-family residence and attached garage/shed or other accessory structure approved by the ARC, constructed in accordance with these

000033058 000271 PG00271

restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution, no animals, other than domestic animal or pets, or any form of business (for profit or otherwise, including the breeding of household pets) be housed or maintained or kept on said land (including but not limited to any household business); nor may any noxious or offensive activity be carried out or upon any lot; nor may anything be done which may be or may become an annoyance to any other lot owner.

- 11. No signs, notices or advertising matter of any nature, or description, shall be erected, used or permitted upon lots 129 and 130 without the prior written permission of the Declarant. No signs advertising a lot to be for sale, either by an owner or by a real estate company, may be displayed or erected while the Declarant owns any lot within the Subdivision.
- 12. No commercial or recreational vans, boats, trailers, self-propelled motor homes, campers or other recreational vehicles shall be maintained or parked on any lot or street of the herein described property, unless parked or stored in a closed garage. All such vehicles shall bear current 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.
- 13. No pigs, chickens, poultry, rabbits, pigeons, cattle, goats, sheep, horses, animals traditionally considered to be wild or farm animals, other non-household pets, or household pets which, as a result of training or the nature of the breed, are or threaten to be vicious, shall be kept or placed upon any lot in the subdivision.
- 14. Each lot owner shall prevent the development of any unclean, unsanitary, unsightly or unkept conditions of structures on 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 pennit 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").

15. The Common Open Space, Multi-Use Path, Wetlands and Conservation Area as shown on the Plan shall not be disturbed as limited herein. Such Conservation Area and Wetlands shall be free of any land disturbance or construction. No accessory building

BK03609 PG00555

or structure may be erected within the Multi-Use Path, Conservation Area or Wetlands. No trees or shrubs may be removed from the Conservation Area or Wetlands. Said restrictions do not prohibit removal of weeds, trimming of hazardous trees or maintenance of said areas.

- 16. Each lot owner shall provide receptacles for garbage, not generally visible from the common public streets and roadways of Lighthouse Crossing.
- 17. The Declarant or the Association are 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 14 and 15 hereof, or any other provision of this Declaration of Restrictions. The Declarant or the Association, 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 Lighthouse Crossing, and no licensed two or three wheeled, self-propelled vehicles shall be used on any Common Area, Open Space, the Multi-Use Path or street located within Lighthouse Crossing. There shall be no "joy riding" within the Lighthouse Crossing Subdivision. All vehicles shall contain properly functioning mufflers.
- 19. There shall be no trees, shrubbery, structures, fences or other obstructions placed in any drainage easements shown on the recorded Subdivision Plan for Lighthouse Crossing.
- 20. No noxious, offensive or illegal activity shall be conducted on any lot, nor shall anything be done within Lighthouse Crossing which constitutes an annoyance or nuisance or otherwise deprive any owner or resident of the quiet enjoyment of the property. No loud noises or music, such as to annoy or offend any adjoining lot owner, may be caused or played within Lighthouse Crossing. The residences in Lighthouse

Crossing are intended to be rural 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 ofmusic and noise must 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.

21. 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

000033058

eaKü36ü9 PGü0273

violate any of the covenants herein, it shall be lawful for Declarant or its designated representatives or any person or persons owning any real property situate within the Subdivision 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 dues 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.

- 22. 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.
- 23.A building setback restriction is established as thirty-five (30) feet from the front lot line, a rear yard setback of ten (10) feet and a side yard setback of ten (10) feet with the aggregate of both side year set backs being twenty (20) feet.. An easement ten (10) feet in width is hereby reserved over the front, rear and side lot lines of each lot within Lighthouse Crossing for utility and drainage purposes, including the right of installation and maintenance of public or private utilities, said reservation and easements to be jointly for the benefit of Lighthouse Crossing and the owners of lots within the Subdivision. 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 Lighthouse Crossing, 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 any easement and for the storage of construction materials and equipment on the Common Area and Open Space. A fifteen (15) foot wide easement centered on the Multi-Use Path is dedicated to public use pursuant to the Plot Plan of Lighthouse Crossing and such easement shall be maintained by the Declarant and/or the Association.

24. All front, rear and side set back requirements and all height requirements shall be as required by the recorded Subdivision Plan and the Town of Selbyville Zoning Ordinance as amended from time to time. Any variance from any requirement granted by the Town of Selbyville through its Board of Adjustment shall be deemed to be

PEKC13.6C19 F'Güü274

compliance with such setback requirements. The ARC may allow reasonable variances and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of these restrictions; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or the lot owners in Lighthouse Crossing.

- 25. In order that the provisions of this Declaration of Restrictions may be enforced after the termination of the responsibilities of the ARC under Paragraph 4 hereof, and in order to provide for the common safety and well-being of residents of Lighthouse Crossing, there shall be organized a homeowner's association known as Lighthouse Crossing Homeowner's Association (hereinafter the "Association"), whose members shall be all of the record owners of lots within Lighthouse Crossing.
- (a) The purchaser of any lot in Lighthouse Crossing 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 maintenance corporation 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 Association, but no owner shall have more than one (1) membership.
- (b) Each owner of any lot or lots, by acceptance of a deed therefor, is deemed to promise, covenant and agree to pay to the Association (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

owner of any lot agrees to pay to the Association his share of the costs associated with the maintenance of the common areas and open space within the Subdivision. In addition, at the time of settlement on any lot within the Subdivision, the Association may collect the equivalent of two (2) years of assessments for the maintenance costs associated with the maintenance of the common areas and open space. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall be a lien upon the land of said owner in Lighthouse Crossing 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 became due. The assessments levied by the Association for the maintenance of the Multi-Use Path, Wetlands and Conservation Area shall be used exclusively for that purpose. The other assessments levied by the Association shall be used exclusively for the purpose of the improvement and maintenance of the Open Space, Common Area, drainage ditches and swales, maintenance, 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 this Declaration of Restrictions, including but not limited to employment of counsel and for performing all other acts the Association is authorized to perform under these restrictions. Notwithstanding the dedication of the streets within Lighthouse Crossing to the Town of Selbyville, the Association is authorized (but no 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 or the Town of Selbyville, has failed to adequately provide for snow and ice removal within the Lighthouse Crossing.

Said assessments shall be in sufficient amount to pay for any taxes levied and like charges and to pay the cost of keeping the Common Areas, Open Space, Wetlands and Conservation Area in good usable and safe condition and to offset any uncollected prior assessments.

Control of the Association, at the discretion of the Declarant, may pass to the lot owners upon the conveyance of seventy-five percent (75%) of the lots shown on the Plot Plan of Lighthouse Crossing or any resubdivision thereof with regard to the maintenance of the Common Area, Open Space, Wetlands and Conservation Area. The Association 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 that have or will construct residences in Lighthouse Crossing. Until such time, the Declarant shall exercise all rights and duties of the Association, including the right to levy assessments, other than for the maintenance of the Common Area, Open Space, Wetlands and Conservation Area; provided, however, that the Declarant shall pay the same assessments levied by it for all lots owned by it. At the first meeting of Association, 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

E?aK03609 PG00276

members shall elect. The Association shall have at least three (3) directors, one of whom shall also include an officer.

- (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, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.
- (d) Any assessments which are not paid when due 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 late payment fee of ten percent (10%) of the amount of the delinquent assessment, which rates may be modified by the vote a majority of the members of the Association. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorneys' 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, Open Space, streets, or common 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 on the land in respect to which said assessments are made, and it is expressly agreed that by acceptance of title to any lot in said Subdivision, 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 the Association, including any prior unpaid assessments.

- (f) By his or her acceptance of title, each owner shall be held to vest in the Association 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 Association necessary or advisable for the collection of such assessments, and convey title to portions of the Open Space to the State of Delaware, any political subdivision thereof, or to any public utility.
- (g) Said 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

BK03609 FACC: 3777

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) The Association shall be charged with the duty of improving and maintaining said Common Area, Open Spaces, Conservation Area, Wetlands, drainage ditches and swales, in the condition required by the Town of Selbyville Code or applicable ordinances, 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 herein. By a two-thirds (2/3) vote of its members, the Association may take such other action for the benefit of the lands governed hereby.
- (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 25(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.

(j) The Association shall at no time close or obstruct the streets, except insofar as the same shall be temporarily necessary for maintenance or repairs. However, the Association may, by a two-thirds (2/3) vote of its members, implement reasonable security measures for the benefit of the residents of Lighthouse Crossing and their property, including but not limited to the erection of a security gate and guard house at the public entrance to Lighthouse Crossing, provided such measures are not prohibited by any law or ordinance.

Notwithstanding anything in the foregoing paragraph to the contrary, neither the Declarant, nor the Association, nor any party claiming through them, shall prevent or prohibit members of the general traveling public having lawful reasons therefor from traveling across and upon the streets or roadways of Lighthouse Crossing.

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



violations.

27. After the powers of the ARC are transferred by written document to the Association, the covenants, agreements, conditions, easements, reservations, restrictions and charges created and established herein for the benefit of said Lighthouse Crossing and each lot therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of said lot or any portion thereof with the written consent of the owners of seventy-five percent (75%) of the lots contained in Lighthouse Crossing. No such waiver, abandonment, tennination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the Office of the Recorder of Deeds, in and for Sussex County, State of Delaware. The consent of any mortgagee holding an interest in property within Lighthouse Crossing 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 owns any lots in Lighthouse Crossing, it shall have the similar right to amend this Declaration of Restrictions or resubdivide the property without the consent of any other lot owner or mortgagee,

provided that (a) the amendment is necessary to comply with any municipal, 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, and which will not unreasonably or materially affect any lot owner or mortgagee; or (b) may otherwise amend this Declaration of Restrictions with the consent of a one-third (1/3) of the lot owners without the consent of any mortgagee, provided that the amendment will not unreasonably or materially affect any mortgage.

28. The purchaser of any lot in Lighthouse Crossing by the acceptance of a deed to said lot acknowledge that they have been advised that such lot and the Subdivision is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals, and nighttime

000033058 BK03609 PG00279

farming operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

29. Nothing in these Restrictions shall limit or restrict the building activities of the Declarant.

30. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the lands more particularly described on Exhibit "A" attached hereto and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within said described lands, whether such lands are contiguous thereto or otherwise, and no owner of any lot or lots within the Subdivision shall have any right or easements whether in law, equity or otherwise, in and to any lands not included within the Subdivision, and law, custom or usage to the contrary notwithstanding.

e,Kü3609 PG00280

IN WITNESS W EREOF, the said Declarant has caused these presents to be duly executed the 2008.

///cm///

J. Michael Crosb

Print of Type

SELBYVILLE W, LLC

Witness

By

Name:

000033058

E%Kü3609 F^Z

Gü0281

STATE OF

:ss

COUNTY OF

BE IT REMEMBERED that on this ______day of 2008, personally appeared before the undersigned, J. Michael Crosby, Managin ember of Selbyville W, LLC, a Delaware limited liability company, personally known to me to be such, and acknowledged this Instrument to be his act and deed and the act and deed of the said limited liability company; that the signature of said member is in his own proper handwriting and that the act of sealing, executing, acknowledging and delivering said Instrument was duly authorized by said limited liability company.

SWORN TO AND SUBSCRIBED before me on th

e on the day and year aforesaid.

Notary Public

My Commission Expires: 6.3.10

