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NOTE:

This includes first ammendment to these declarations enacted August 8, 2015.

DECLARATION OF AMENDING AND SUPERSEDING
RESTRICTIVE COVENANTS FOR
DENTON MANOR

I, David M. Knepp, President of Denton Manor Property Owners Association, Inc., a membership corporation of the State of Delaware, do hereby certify that the following superseding Declaration of Restrictions for Denton Manor were duly adopted by a vote of 94 percent of the lot owners of Denton Manor Subdivision on March 10, 2012, ("the vote") in favor of adopting the following Restrictive Covenants, the record of the vote is maintained in the office of the Registered Agent of the Denton Manor Property Owners Association, Inc. The vote specifically authorizes the deletion of the previously recorded Restrictive Covenants and Amendment(s) thereto appearing of record in the Office of the Recorder of Deeds in and for Sussex County as follows: Record Book 748 at Page 455; Record Book 1011 at Page 280; Record Book 1048 at Page 150; Record Book 1307 at Page 323; Record Book 1794 at Page 82; Record Book 2045 at Page 276; and Record Book 2072 at Page 54 applying to the lands and property of Denton Manor Subdivision as such is depicted in a plot recorded in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 8 at Page 720 (the "Record Plot") but without affecting the previous variances to the setback requirements as recorded in Record Book 1011 at Page 280; Record Book 1048 at Page 150; and Record Book 1794 at Page 82, and substituting in lieu thereof the following Restrictions:

A. The Declaration of Amending and Superseding Restrictive Covenants of Denton Manor applies to:

The lands, the lots and the owners of the lots, their heirs, successors and assigns, as shown and depicted on the Record Plot shall be subject to, burdened by, benefitted by, and obligated pursuant to the following restrictions and covenants, which obligations shall run with and bind the lands and the lots shown on the Record Plot as follows:

I. DEFINITIONS

1. "Association" shall mean and refer to the Denton Manor Property Owners Association, Inc.

2. "Lot" shall mean and refer to each numbered and separately subdivided parcel of land shown on the Record Plot.

3. "Record Plot" shall mean and refer to the plot of record depicting and showing the perimeter of the lands designated as the Denton Manor Subdivision, and each of the numbered lots shown on the Record Plot, and the roads or rights-of-way providing access to the lots which is recorded in the Office of the Recorder of Deeds in and for Sussex County in Plot Book 8, at Page 720.

4. "Restrictions" shall mean and refer to this document and each and every obligation arising under and pursuant to this document or any subsequent duly adopted amendment to this document.

II. INTERPRETATIONS

Words unless specifically defined as used in the Restrictions shall be given their ordinary and not necessarily dictionary meaning. Construction of these Restrictions shall be liberal in favor of the restriction on land as agreed to by the parties to this document. Liberal

construction in favor of restriction on the land is agreed upon since the restrictions are voluntarily imposed by 94 percent of the owners voting in favor of the restrictions. Since the restrictions are agreed upon and not created by a third party developer, the normal rule of construction of Restrictive Covenants in favor of the grantee and against the grantor is not to be applied to these Restrictions.

III. RESTRICTIONS

1. Foundation Minimum for Main Building

~~Only one single family dwelling may be constructed on any lot shown on the Record Plot. The living area of each single family dwelling must be at least 1200 square feet (providing such a foundation limitation will meet the minimum requirements of the local building codes at the time of construction). Plans for construction of any building on any lot shown on the Record Plot (whether it be a primary single family dwelling or any accessory structure) must be approved by the Association or its duly designated Building Review Committee to determine compliance with the restrictions before construction is begun.~~

Only one single family dwelling may be constructed on any lot shown on the Record Plot. The living area of each single family dwelling must be at least 1200 square feet (providing such a foundation limitation will meet the minimum requirements of the local building codes at the time of construction). Plans for construction of any building on any lot shown on the Record Plot (whether it be a primary single family dwelling or any accessory structure) must be approved by a majority vote of the Association's Board of Directors to determine compliance with the restrictions before construction is begun.

2. Business Restriction

Each lot shall be restricted to use as a single family residence and no commercial business shall be conducted upon any lot or upon the roads shown on the Record Plot.

A. The restriction against business use prohibits any customers visiting a single family residence to engage in business;

B. No lot shall be operated as a place of employment of any person working for a wage or salary;

C. Notwithstanding the restriction on engaging in business on any residential lot, a residential lot may be used for business purposes conducted by mail, telephonic or computer communication.

D. Notwithstanding the restriction that no business shall be operated from any lot shown on the Record Plot, the owner of a lot may conduct no more than two times each calendar year a "yard sale" at any lot shown upon the Record Plot.

E.^a Notwithstanding that no business shall be operated on any lot shown on the record plot, the owner of a lot may rent a residential structure located upon, any lot; however, all owners may only rent a residentially improved lot to a family, defined as:

An individual or two or more persons who are related by blood or marriage living together and occupying a single housekeeping unit with single culinary facilities or to not more than two persons living together by joint agreement and occupying a

^a Sections E-N Amendments adopted March 10, 2012

single housekeeping unit with single culinary facilities on a non-profit, cost-sharing basis.

F. No lot owner shall rent a lot with residential improvements to anyone convicted of a class A misdemeanor or any felony within the period of five (5) years preceding or during the term of tenancy, which caused or threatened to cause irreparable harm to any person or property.

G. The owner of a lot intending to rent the lot and residential premises located thereon to a tenant shall deliver to the Denton Manor Owners Association, Inc. (hereinafter "Association"), 30 days prior to any tenancy, proof that any prospective tenant has not been convicted of a class A misdemeanor or felony, which caused or threatened to cause irreparable harm to any person or property within five (5) years of the date of the commencement of any proposed tenancy. Any lot owner renting a lot and residential unit to a tenant is required to provide notice to the Association if the lot owner/landlord receives notice during the tenancy that any tenant or any persons residing with any tenant has been convicted of a class A misdemeanor or any felony during the term of the tenancy.

H. Any owner of a lot with a residential premises thereon renting such unit shall supply to the tenant a copy of the Declaration of Restrictive Covenants for Denton Manor (the "Restrictive Covenants") in effect at the date of the Lease commencement and shall incorporate all said Restrictive Covenants provisions as an obligation of the lease entered into between the owner of any lot and the tenant. In addition, the owner renting a residential lot with improvements shall obtain from the Association any modifications to the restrictions or any rules adopted by the

Association and shall provide notice thereof to each tenant of a residential lot with improvements rented or leased to any tenant at the time the lease is executed or in the absence of a written lease when the tenancy begins and shall deliver to or otherwise make available to the tenant a copy of any additions or revisions to the Restrictive Covenants or of any Rules or revisions thereto (“Rules”) adopted and noticed to the lot owner by the Association.

~~I. Any tenant of a lot, which is leased within the Denton Manor subdivision shall be bound to comply with the noticed Restrictive Covenants or any noticed Rules adopted by the Association. Any lot owner leasing to tenant shall take all lawful action against any tenant that materially violates the noticed Restrictive Covenants or Rules.~~

I. Any tenant or licensee in possession of a lot within the Denton Manor subdivision shall be bound to comply with the noticed Restrictive Covenants or any noticed Rules adopted by the Association. Tenants shall not sublease or rent the property that they are renting to anyone. Any lot owner leasing to tenant, or otherwise granting possession of a lot shall take all lawful action against any tenant or authorized occupant that materially violates the noticed Restrictive Covenants or Rules.

J. By entering into a lease for a lot with residential improvements, the owner of such lot irrevocably appoints the Board of the Denton Manor Owners Association, Inc. (“the Association”), as attorney in fact, coupled with an interest to enforce the noticed Restrictive Covenants or Rules against the tenant in the event the lot owner shall fail, within a reasonable time, after a written demand by the

Association to take the reasonable action the Association regards to be adequate enforcement action against the tenant in material violation of the noticed Restrictive Covenants or Rules.

K. In the event of an enforcement action (including any summary possession at law or a petition for injunctive relief in equity) under this paragraph, the tenant shall have no resort to any defense based upon lack of contractual privity with the Association.

L. The Association hereby adopts and incorporates the provisions of Title 25, Chapter 81, Section 81-320(d)(g)(i) as applicable to Denton Manor and the lot owners within Denton Manor.

M. If any tenant is convicted of a class A misdemeanor or felony while lease is in effect the landlord has the right to void the contract with no penalty and remove the tenants from the lot.

N. All necessary fees that are incurred with renting the lot are the responsibility of the lot owner. Any fines incurred by the tenants for failure to adhere to this Declaration of Restrictive Covenants will be billed to the lot owner by the Association (DMPOA).

O. Any lot owners who rent, or otherwise grants exclusive possession of a lot to any third party shall pay a Rental Application Fee to the Association. The Rental Application Fee shall be due when the application form is submitted to the Association and will be based on the term of each lease. The Rental Application fee shall be set by the Board of Directors of the Association.

3. Auxiliary and Accessory Structures and Garages

No outhouse, shed or outbuilding of any type shall be constructed except an attached or unattached garage or utility sheds.

A. An attached or unattached garage may be used for storage of motorized vehicles and other storage.

B. Two detached utility sheds per lot are authorized for storage of lawn mowers, tools, etc.

C. No garage or accessory building (utility shed) whether attached or unattached shall exceed one story in height (25 feet in height with a peak roof) and no such garage or accessory building (utility shed) shall be used for living quarters at any time.

D. Plans for construction of any attached or unattached garage or accessory building must be approved by the Association or its duly designated Building Review Committee before construction is begun to verify conformance with the restrictions.

E. Each attached or unattached garage and/or accessory building (utility shed) must have the same color scheme as the primary single family residence and each attached or unattached garage or (utility shed) shall have the same compatible siding to that of the main dwelling and the same roof finish as the main dwelling on the lot on which the garage or utility shed is to be located.

4. Frontage of Main Dwelling

The main dwelling erected and maintained upon each numbered lot shown on the Record Plot shall front or face towards the street on which it is located.

5. Yard Open Area Requirements - Set Backs

The following building setback lines are hereby established and no building or any part thereof shall be erected in any of the yards established under these requirements:

A. The front yard shall be forty (40) feet from the front street and all structures must be located forty (40) feet from the front street.

B. The rear yard setback shall be ten (10) feet from the rear line and all structures must be set back 10 feet from a lot's rear boundary line.

C. There shall be two side yards. Each side yard must be at least ten (10) feet from the side property lot line and all structures must be set back 10 feet from a lot's side boundary line.

D.^b No accessory building (utility building) shall be closer than fifty (50) feet to the front property line.

E. Notwithstanding the building setbacks, boundary fences no wider than eight (8) inches and subject to the provisions of Paragraph 7 may be erected in the side and rear yards hereinabove established.

F.^c Any open deck or patio or other area designed for sitting on an elevated above the ground structure shall occupy no more than 25% of the lot area not otherwise occupied by dwelling units, garages, sheds, sidewalks and driveways. This limitation does not apply, however, to a deck or patio that has screens or windows and is covered by a roof. Any structure elevated more than three inches (3") above grade designed or useable as an area protected

^b D. Amendment adopted March 10, 2012.

^c F.-H. Amendment adopted March 10, 2012.

from surface water intrusion shall be considered a deck or patio to which the paragraph applies, other than driveways or sidewalks.

G. Towers are permitted for the sole purpose to generate electricity via a windmill. Windmills are permitted on any improved lot and must meet all Ordinances issued by the State or County. Only one windmill/tower may be placed on any improved lot (lot containing a house).

H. Solar panels are permitted on any improved lot and must meet all Ordinances issued by the State or County. They are to be placed only on the roof of the main dwelling and/or attached garage.

(Sections G-H Amendments adopted March 10, 2012)

6. Limits on Fuel Tanks

Fuel tanks for heating/cooking may be placed on each lot as needed.

A. Any fuel tanks must conform to all standards and requirements established by (1) the Delaware Department of Natural Resources) (2) the Sussex County Building Code and (3) any government-imposed ordinance, statute or regulation governing the placement and use of fuel storage tanks.

B. Fuel tanks for storage of petroleum products used for the purpose of operating vehicles, or machines, or any other purpose other than heating and cooking are prohibited.

~~7. Fences A.^d Height. No boundary, fence, wall or hedge shall be constructed or grown to a height of more than 48" (forty eight inches).~~

^d Originally adopted by the Amendment of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 03365 at Page 316.

7. Fences

A. Height. No boundary, fence, wall or hedge shall be constructed or grown to a height of more than 48” (forty eight inches) inside the 10 foot set back.

B. Placement. Any fence located, upon a lot within the areas where fences are authorized, shall be placed such that the finished side of the fence is exposed to the exterior of the lot, so that the finished side of the fence will be viewed by the adjoining lot or lots or from the street.

(1) Each lot owner has the right to finish both sides of any fence.

(2) The placement of fences must be such that the support structures for the fencing, will be unobservable from the street or adjoining lot.

(3) All fences must be located to the rear of the actual front building line of the house. No fence may extend beyond the front of the main dwelling, including any front roofed over porch, but not including unroofed front steps or decks.

8. Surface Elevation

The elevation of any lot shown on the Record Plot shall not be changed as to materially affect the surface grade of the lot or the natural drainage from or through the lot without first obtaining written approval of the Association.

9. Mobile Homes and Temporary Structures Prohibited

No structure of any temporary character, no tent, trailer, mobile home, meaning a manufactured home which is affixed to a chassis for movement from its place of manufacture, travel trailer, shack, otherwise moveable building, or motor home shall be placed on any

numbered lot shown on the Record Plot at any time. Any allowable temporary structure shall not be used as living quarters.

10. Nuisances Prohibited

Nothing shall be done or maintained upon any lot or on any road shown on the Record Plot which may be or may become a nuisance to any owner of a lot shown on the Record Plot.

11. Limits on Animals

No cattle, horses, swine, sheep, poultry or goats shall be kept or maintained on any lot shown on the Record Plot. All domesticated animals such as dogs shall be kept within the owner's lot boundaries unless such dog is accompanied by the owner or custodian under control by a leash.

12. Trash Prohibited

Each lot shall be kept in an orderly condition, free of trash and refuse of all kinds and free from all conditions which might create a disorderly appearance.

13. Parking Requirements

Parking of vehicles upon each numbered lot and the types of vehicles which may be parked upon any lot and on the roads shown on the Record Plot are restricted:

A. Each lot shall provide at least two off-street all weather surface parking spaces for motor vehicles.

B. No vehicle self-propelled for use or for hauling freight on land whose weight exceeds 1.5 tons may be parked anywhere within the lands shown upon the Record Plot, except

(1) The prohibition upon parking of vehicles shall not prohibit delivery vehicles in excess of 1.5 tons temporarily coming within the community and parking for loading and unloading for up to two hours; and

(2) Vehicles used for the purpose of moving household goods may be parked for loading and unloading upon a lot shown on the Record Plot for a continuous period not to exceed six hours.

C. Parking of boats upon licensed trailers movable at all times is permissible within any lot providing the licensed trailer is located upon a parking space on the lot. The allowed parking of boats on licensed trailers shall not be subject to the tonnage limitation as applied to a land vehicle. Boats may be placed on blocks for no more than 6 months consecutively to the rear or side of any main dwelling but not within a required yard.^e

D. No stripped down or junked motor vehicles or sizable part thereof shall be permitted to be parked (except in an enclosed garage) on any lot or on any of the streets shown on the Record Plot.

E. All automobiles of the owner and each of the owner's household members or residents of any lot whether they be owners, tenants or other occupiers, shall be parked off the streets and in the respective driveways and parking areas provided on each lot.

F. Commercial vehicles of any type engage in business within Denton Manor, that is a vehicle showing or advertising a business, shall be prohibited from being parked on the streets or upon any lot shown on the Record Plot, if the vehicle's advertising is visible, for more than 12 hours.

^e The yard is the yard setback area established by Paragraph 5.

G. The parking of commercial vehicles within an enclosed garage is not prohibited.

H. There shall be no street parking at any time on David Road or Dorothy Circle per the Association's agreement with the Delaware Department of Transportation ("DelDOT"). This agreement was entered into by the Association and DelDOT when the roads within Denton Manor were dedicated to the State of Delaware and accepted into the Delaware State road system.

14. Yard Maintenance^f

~~Each lot owner shall be subject to a mandatory maintenance requirement of cutting grass and debris removal. Each lot owner of each lot shown on the Record Plot covenants and agrees to be responsible for the orderly appearance of the owner's lot by cutting grass and brush and by removing trash, rubbish and fallen trees therefrom may be reasonably required. Grass cutting shall be performed to keep all clippings within the lot being cut or trimmed. In the event the grass on any lot reaches a height of (12) twelve inches, the Board may exercise its right and privilege, hereinafter stipulated, and without prior notification to the lot owner(s), hire a contractor to cut the grass. The cost incurred by the Association will borne by the lot owner, as provided in Paragraph 22, herein. A lot owner who fails to maintain the orderly appearance of a lot as determined by the Association acting through its Board of Directors, grants to the Association the right to enter upon such property for the purpose of maintaining the appearance of any such lot, improved or unimproved, at the cost and expense of the lot owner. This cost shall become a part of such lot owner's direct assessment as provided in Paragraph 21 if not paid within fifteen (15) days of receipt of a notice of direct assessment for services rendered by the Association for performing lot~~

^f Originally adopted by Declaration appearing in Deed Book 2656 at Page 179.

~~maintenance such as grass cutting or rubbish removal. Except when a disorderly condition of lot(s) result from the failure of a lot owner to cut grass, before engaging in services of a contractor to correct the appearance of a lot, if maintenance is determined to be necessary by the Association, the Association shall give written notice to the lot owner and an opportunity within five (5) days of receipt of such notice to effect correction of the condition causing the lot to be disorderly in appearance. In the event the lot owner fails to correct the disorderly condition within five (5) days of written notice, the Association may then proceed with the correction of the condition. If the subject condition causing the Association to engage contractors to correct a disorderly or “unmaintained” lot repeats itself in any calendar year, the Association shall be entitled to assess as part of the direct assessment to such lot the costs for correction of the condition upon reoccurrence times (x) two (2), and the costs so assessed shall be charged and shall be a part of that lot’s direct assessment as authorized by Paragraph 22.~~

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the orderly appearance of a lot as determined by the Association acting through its Board of Directors, grants to the Association the right to enter upon such property for the purpose of maintaining the appearance of any such lot, improved or unimproved, at the cost and expense of the lot owner. This cost shall become a part of such lot owner's direct assessment as provided in Paragraph 21 if not paid within fifteen (15) days of receipt of a notice of direct assessment for services rendered by the Association for performing lot maintenance such as grass cutting or rubbish removal. Except when a disorderly condition of lot(s) result from the failure of a lot owner to cut grass, before engaging in services of a contractor to correct the appearance of a lot, if maintenance is determined to be necessary by the Association, the Association shall give written notice to the lot owner and an opportunity within five (5) days of receipt of such notice to effect correction of the condition causing the lot to be disorderly in appearance. In the event the lot owner fails to correct the disorderly condition within five (5) days of written notice, the Association may then proceed with the correction of the condition. If the subject condition causing the Association to engage contractors to correct a disorderly or "unmaintained" lot repeats itself in any twelve (12) month period, the Association shall be entitled to assess as part of the direct assessment to such lot the costs for correction of the condition upon reoccurrence times (x) two (2), and the costs so assessed shall be charged and shall be a part of that lot's direct assessment as authorized by Paragraph 22.

15. Limits on Outside Construction Completion

All construction whether of the main dwelling or an accessory structure must be completed within two hundred (200) days after a foundation is laid for the building. This covenant includes the removal of all debris and trash resulting from said construction.

16. Incomplete Structure - Not Occupiable

No primary residence or dwelling shall be occupied until the same has been substantially completed in accordance with the plans and specifications and until a Certificate of Occupancy is issued by Sussex County acting through its designated officials.

17. Prohibition on Illegal Activities

No noxious, offensive or illegal activity shall be carried on any lot shown on the Record Plot.

18. Limitation on Signs

A. No advertising sign shall be permitted upon any numbered lot shown on the Record Plot advertising any business or services.

B. Each numbered lot is permitted to have no more than one sign offering the premises for rent or for sale or both. Any authorized sign shall not exceed 18 inches by 24 inches in size. An authorized "For Rent" or "For Sale" sign must be removed from the lot by the owner within 48 hours of the execution of a lease or contract for sale entered into by the owner.

19. Limitation on Pools[§]

A. Outside pools above ground grade are prohibited. For this purpose we define an "above ground grade pool" as: Any portable/permanent structure designed to contain a body of water 18 inches or more in depth and a surface area greater than 40 square feet with or without a filter that is intended for

[§] Originally adopted by the Amendment of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 03365 at Page 316.

recreation purpose. A lot may be improved by an underground pool. Any pool area must be fenced and fully enclosed with a perimeter fence which shall be placed 48" above grade. Pools may only be located to the rear of the main dwelling and located in an area outside the required rear and side yards.

B. Wading pools are permitted if they are less than 18" in depth, have no filter and who's surface area does not exceed 40 square feet.

20. Utility Easement Reservation

There is reserved along the rear property line of each numbered lot an easement of twenty (20) feet in width to be used for the construction, installation, replacement, repair and maintenance of sewer, water, electric service and other utilities.

21. Creation of the Association

Prior to this amendment, Denton Manor Homeowners Association was an unincorporated Association. Members of the prior unincorporated Denton Manor Homeowners Association in adopting the restrictions have agreed to transfer all assets and accounts to the Association formed under these Restrictions. Under and pursuant to the Restrictions, the lot owners have authorized the incorporation of the Association as the Denton Manor Homeowners Association, Inc. The "Association", shall be a membership corporation and has been formed to discharge the duties imposed upon the Association under the Restrictions.

A. Every owner of a lot shown on the Record Plot shall be a member of the Association. Every lot owner shall be entitled to one vote for each lot owned. An owner is defined as the record title holder by deed of any lot shown on the Record Plot. When more than one person holds an interest in any lot, all such persons voting

among themselves by majority, shall be the member. Each lot shall be entitled to no more than one vote.

B. The Board of Directors of the Association shall consist of nine (9) members, each of whom shall be elected by a majority of the lot owners, each of whom shall be elected for terms as hereinafter provided. Until the first annual election, the Board of Directors elected to manage the previous unincorporated Denton Manor Homeowners Association shall continue in office until replacement Directors are elected. The first elected Board of Directors shall be voted upon at the first annual meeting of the members of the Association which shall occur within one year of the adoption of the Restrictions. At such first annual meeting, the Directors shall be elected in classes: three members of the Board shall be elected for a term of one (1) year, the 1st class; three members shall be elected for a term of two (2) years, the 2nd class; and three members shall be elected for a term of three (3) years, the 3rd class; and at each annual meeting thereafter, the expiring terms shall be filled by a vote of a majority of the members entitled to vote at the meeting in person or by proxy, if a quorum is obtained. After expiration of the initial terms of each class of Directors, each class of Directors shall be elected for three-year terms of office.

22. Assessments and Provisions Therefore

Each owner of a lot shown on the Record Plot hereby agrees to pay the Association annual assessments and/or charges, special assessments for capital improvements and operating repair and replacement reserve funds and direct assessments as herein authorized to be imposed on individual lots.

A. The annual, special or direct assessments together with costs, interests and reasonable attorney's fees, shall be a charge on each lot and shall be a continuing lien upon each lot against which such assessment is made. Provided, however, that it shall be subordinate to the lien of any first mortgage on a lot. The sale or transfer of any lot shall not affect the assessment lien except by foreclosure of a first mortgage lien which will discharge the lien amount accrued to the date of the confirmation of any such foreclosure sale; but the foreclosure of a first mortgage shall not relieve any lot from liability for any assessments or liens thereafter imposed. Each such assessment together with interest, administrative costs, court costs and reasonable attorney's fees for the collection thereof shall also be the personal obligation of the person who is the owner of such property at the time the assessment fell due. A personal obligation for delinquent assessment shall not pass to the owner's successor in title (other than as a lien on the land) unless expressly assumed by them. The regular and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the lots shown on the Record Plot, and the direct assessment shall be applied to the purpose for which the assessment is made with any excess to be used as part of the Association's general funds. The amount of such regular yearly assessment shall be fixed annually by the Association and shall be charged in equal proportions against each lot within the property.

B.^h The Association through its Board of Directors shall adopt a budget annually. The first adopted budget will have an effective date of January 1, 1998

^h Originally adopted by the Amendment of record in the Office of the Recorder of Deeds, aforesaid, in Deed Book 2656 at Page 179.

which shall be the first assessment year of the Association after incorporation; and thereafter each regular yearly assessment shall be made for each subsequent calendar year. Each regular yearly assessment shall be due and payable on or before April 30th of each year, after it has been fixed and levied by the adoption by the Board of Directors of the annual budget.

(1) The yearly assessment for owners of a lot(s) for more than one (1) year shall be prorated on a basis of one-twelfth for each month, or fraction thereof, of ownership for each lot(s).

(2) A late-payment penalty will be assessed any lot owner whose regular yearly assessment is not postmarked and/or tendered on or before April 30th as follows:

(a) ~~Regular assessment payments received between May 1st and May 30th, \$20.00 penalty.~~

Regular assessment payments received after May 1st for an assessment year shall incur a \$100.00 penalty as a direct assessment against any lot where owner has not paid a regular assessment on or before May of any assessment year.

(b) ~~Regular assessment payments received on or after June 1st, \$40.00 penalty.~~

The postmark on the return envelope will be the deciding date.

(c) ~~The postmark on the return envelope will be the deciding date.~~

C. Any direct assessments against a lot owner during a year authorized by these Restrictions shall be assessed only against the lot incurring such assessment.

~~D. It shall be the duty of the Association to notify all owners whose addresses are listed with the Association of the amount of the regular assessment, special or direct assessment, within five (5) days of the date the assessment is levied and fixed by the Board, and the amount of the assessment or charge due for such lot. The failure of the Association to levy the regular assessment or charge for any one year shall not affect the right of the Association to do so for subsequent years.~~

D. It shall be the duty of the Association to notify all owners, representatives, successors and/or assigns whose addresses are listed with the Association of the amount of the regular assessment, special or direct assessment, within five (5) days of the date the assessment is levied and fixed by the Board, and the amount of the assessment or charge due for such lot. The failure of the Association to levy the regular assessment or charge for any one year shall not affect the right of the Association to do so for subsequent years.

~~E. Notwithstanding the ability of the Board to set an annual assessment, it is agreed that the regular yearly or annual assessment commencing January 1, 1998 with respect to each lot shall be set at no greater than \$100.00 per year. In each subsequent year, the Board shall have the power to increase the regular annual assessment beyond the amount established in any previous year by no more than ten (10%) percent. In the event the Board seeks to increase the~~

~~regular annual assessment (which limit does not apply to a direct assessment caused by an Association cost or expense related to a particular lot, or an authorized direct liquidated damage assessment), the Board must obtain approval of the regular annual or yearly assessment increase in the event it exceeds ten (10) percent of the previous year's assessment by a majority of a quorum of eligible voting members at a meeting noticed for such purposes whether annual or special.~~

E. Notwithstanding the ability of the Board to set an annual assessment, it is agreed that the regular yearly or annual assessment commencing January 1, 2016 with respect to each lot shall be set at no greater than \$500.00 per year. In each subsequent year, the Board shall have the power to increase the regular annual assessment beyond the amount established in any previous year by no more than twenty percent (20%). In the event the Board seeks to increase the regular annual assessment (which limit does not apply to a direct assessment caused by an Association cost or expense related to a particular lot, or an authorized direct liquidated damage assessment), the Board must obtain approval of the regular annual or yearly assessment increase in the event it exceeds twenty percent (20%) of the previous year's assessment by a majority of eligible voting members at a meeting noticed for such purposes whether annual or special.

~~F. In addition to the regular annual assessment authorized herein, the Association may upon approval of a majority of the Board levy in any assessment year a special assessment which may be fixed at a one time uniform rate for each lot~~

~~applicable to that year only for the purpose of deferring in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement to the lands of the Association for which a reserve does not exist or is not adequate, providing that such special assessment shall not exceed \$100.00 per lot unless the special assessment is approved by at least a majority of a quorum of eligible voting members at a meeting noticed for such purposes whether annual or special.~~

F. In addition to the regular annual assessment authorized herein, the Association may upon approval of a majority of the Board levy in any assessment year a special assessment which may be fixed at a one time uniform rate for each lot applicable to that year only for the purpose of deferring in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement to the lands of the Association for which a reserve does not exist or is not adequate, providing that such special assessment shall not exceed \$500.00 per lot unless the special assessment is approved by at least a majority of a quorum of eligible voting members at a meeting noticed for such purposes whether annual or special.

~~G. If any assessment, regular annual, special direct or otherwise is not paid on the due date as established, whether that assessment was levied pursuant to these Restrictions, or was levied by the prior unincorporated Association and has been assigned to the Association, then such assessment shall be delinquent and shall together with interest at 2% per month for each thirty days in which the assessment is not paid after it is due and the costs of collection including reasonable attorney's fees for the collection thereof shall continue as a lien on the lot and any structure built~~

~~thereon which shall bind such lot in the hands of the owners, their heirs, devisees, personal representatives, successors and assigns. In addition to such lien right, the assessments, interest, costs and attorney's fees shall be and remain a personal obligation of the then owner and shall remain his personal obligation and shall not pass to his successors in title other than as a lien on the land unless expressly assumed. In the event any assessment is enforced through a court proceeding, whether filed by an attorney or by the Association pro se, the lot owner subject to such proceeding agrees that the assessment shall be entered as a judgment, together with court costs and reasonable attorney's fees if applicable, and the judgment if granted shall include as a part of the court cost, an administrative fee of \$100 to cover the cost to the Association of bringing a court proceeding.~~

G. If any assessment, regular annual, special direct or otherwise is not paid on the due date as established, whether that assessment was levied pursuant to these Restrictions, or was levied by the prior unincorporated Association and has been assigned to the Association, then such assessment shall be delinquent and shall together with a late fee of 5% per month for each thirty (30) days in which the assessment is not paid after it is due and the costs of collection including reasonable attorney's fees for the collection thereof shall continue as a lien on the lot and any structure built thereon which shall bind such lot in the hands of the owners, their heirs, devisees, personal representatives, successors and assigns. In addition to such lien right, the assessments, interest, late fee(s), costs and attorney's fees shall be and shall remain a personal obligation of the then owner

and shall remain his personal obligation and shall not pass to his successors in title other than as a lien on the land unless expressly assumed. In the event any assessment is enforced through a court proceeding, whether filed by an attorney or by the Association pro se, the lot owner subject to such proceeding agrees that the assessment shall be entered as a judgment, together with court costs and reasonable attorney's fees if applicable, and the judgment if granted shall include as a part of the court cost, an administrative fee of \$500 to cover the cost to the Association of bringing a court proceeding.

23. Enforcement - Nature of Violation

~~To report a violation of these Restrictions by any lot owner, a lot owner believing that a violation has occurred, shall contact the President of the Association. The Association shall investigate any alleged violation and take action to enforce the restrictions as the Board determines is appropriate.~~

To report a violation of these Restrictions by any lot owner, a lot owner believing that a violation has occurred, shall contact any member of the Board of the Association in writing. The Association shall investigate any alleged violation and take action to enforce the restrictions as the Board determines is appropriate.

24. Assessment of Liquidated Damages by the Board to Implement Enforcement

Each lot owner agrees that for violation of the Restrictions, the lot owner shall be subject to a direct assessment against the lot, which direct assessment is agreed to be a

reasonable provision for liquidated damages accruing to the Association and not a penalty, which results from a violation of any of the Restrictions, and a direct assessment to compensate the Association for costs it incurs as authorized by Paragraph 14.

~~A. — The special liquidated damages direct assessment for violations is established to curtail lot owners from committing violations and repeating violations. First offense, written warning; second offense, \$100.00 direct assessment; third offense \$250.00 direct assessment; fourth offense, \$500.00 direct assessment. In the event of any violation, the Association shall notify the lot owner of the nature of the violation and give the lot owner five (5) days to cure the violation. In the event the violation is not cured within five (5) days of notice, such violation shall be deemed a second offense and be subject to the liquidated damage for a second offense. In the event the same regulation is violated within the same calendar year and the Association provides notice of same, the lot owner shall be liable for a third offense liquidated damage assessment; and in the event it is repeated again in that calendar year, the lot owner agrees to pay a fourth offense liquidated damage assessment of \$500.00.~~

A. The special liquidated damages direct assessment for violations is established to curtail lot owners from committing violations and repeating violations. First offense, written warning; second offense, \$250.00 direct assessment; third offense \$500.00 direct assessment; fourth offense, \$1,000.00 direct assessment. In the event of any violation, the Association shall notify the lot owner, representative, successors and/or assigns, of the nature of the violation and give the lot owner five (5) days to cure the violation. In the event the

violation is not cured within five (5) days of notice, such violation shall be deemed a second offense and be subject to the liquidated damage for a second offense. In the event the same regulation is violated within a twelve (12) month period and the Association provides notice of same, after the fourth offense, all fines will be assessed at \$1,000.00 per incident. Each repeat offense shall cause the twelve (12) month period clock to reset (to day one).

~~B.—— The lot owners agree that all special liquidated damage direct assessments and direct cost reimbursement assessments as authorized by Paragraph 14 shall be due within five days of receipt of the notice from the Association and that such assessments shall be enforceable by a Court as a liquidated damage and not a penalty, which is an agreed upon direct assessment to the lot owner, causing the notice of offense to be sent. In the event any liquidated damage assessment is not paid within five (5) days of notice of the assessment being due, a late payment fee in the amount of 2% per month is authorized, commencing on the date the assessment is levied until paid and the direct assessment together with interest, costs and attorney's fees for collection thereof shall be paid by the lot owner who has been assessed liquidated damages direct assessments for offenses or violations of these Restrictions.~~

B. The lot owners agree that all special liquidated damage direct assessments and direct cost reimbursement assessments as authorized by Paragraph 14 shall be due within five days of receipt of the notice from the Association and that such assessments shall be enforceable by a Court as a liquidated damage and not a penalty, which is an agreed upon direct assessment to the lot owner, causing the notice of offense to be sent. In the event any liquidated damage assessment is not

paid within five (5) days of notice of the assessment being due, a late payment fee in the amount of 5% per month is authorized, commencing on the date the assessment is levied until paid and the direct assessment together with interest, late fee(s), costs and attorney's fees for collection thereof shall be paid by the lot owner who has been assessed liquidated damages direct assessments for offenses or violations of these Restrictions.

C. No monetary assessment for an offense shall be levied unless the assessment is approved by a vote of a majority of the Board.

~~D. — Prior to levying a direct liquidated damage assessment, the Board shall review evidence of the offense and document the offense. In the event the offense is not documented by sworn affidavit, the Board shall not be authorized to send notice of an offense. Each subsequent offense of a similar nature must likewise be verified by a sworn statement of the person observing the offense.~~

D. Prior to levying a direct liquidated damage assessment, the Board shall review evidence of the offense and document the offense. In the event the offense is not documented by a written statement, the Board shall not be authorized to send notice of an offense. Each subsequent offense of a similar nature must likewise be verified by a written statement of the person observing the offense.

E. Opportunity to Contest. A lot owner who has received a notice of offense, shall have the opportunity to request in writing within four (4) days of the date of notice a meeting with the Board and an opportunity to present the lot owner's evidence that the offense has not been committed. In such an event, the Board shall convene

within a reasonable time with notice to the offending lot owner and afford the affected lot owner an opportunity to be heard before levying an assessment.

F. Upon a hearing before the Board, the Board may reverse the notice of offense and/or the levying of a liquidated damage direct assessment for offenses by a simple majority of the vote.

G. The levying of direct assessments may be waived by the Board if the Board determines that these violations could not be reasonably prevented and the Board may waive the liquidated damage direct assessment and charge only the direct assessment authorized by Paragraph 14, if the Board determines that both assessments are unjustified based upon the circumstances causing the violation.

25. Maintenance, Painting of Exterior Facade

Each lot owner agrees to maintain the exterior appearance of the main structure and all accessory structures upon a lot shown on the Record Plot in a condition which does not cause the appearance of abandonment or of unsightliness. Each lot owner agrees to cause to be painted at least once every ten years all wood trim or wood exterior siding. In addition thereto, each lot owner agrees to repaint wood trim and siding which is susceptible to rot to prevent rot. Each lot owner delegates to the Board the right and authority to determine that exterior siding and trim is not being maintained and that such a failure may be subject to a direct assessment.

26. Noise Restriction

~~No exterior construction shall occur or loud and offensive noises be emanating from a lot between the hours of 10:30 p.m. and 8:00 a.m. In the event an activity is being conducted on a particular lot which is deemed by a majority of the Board to create offensive or~~

~~disturbing noises to residents of lots outside of the affected lot, the Board shall notify the property owner of the offending condition and give the offending property owner five days to cure. Failure to cure shall be deemed an offense subject to liquidated damage assessments. However, a liquidated damage assessment under this provision must be approved by unanimous vote of the entire Board and the activity causing the notice of violation must be documented by sworn affidavit.~~

No exterior construction shall occur or loud and offensive noises be emanating from a lot between the hours of 10:30 p.m. and 8:00 a.m. In the event an activity is being conducted on a particular lot which is deemed by a majority of the Board to create offensive or disturbing noises to residents of lots outside of the affected lot, the Board shall notify the property owner of the offending condition and give the offending property owner five (5) days to cure. Failure to cure shall be deemed an offense subject to liquidated damage assessments. However, a liquidated damage assessment under this provision must be approved by a simple majority vote of the Board and the activity causing the notice of violation must be documented by written statement(s) by the person(s) observing the offense.

27. Prohibition Against Operation of Unlicensed Land Vehicles

No mini bikes, go carts, golf carts or unlicensed motorized vehicles shall be operated on the private property of the development or on the streets. This restriction shall not prevent use of riding mowers for grass cutting purposes.

28. Mandatory Membership

~~Every person who acquires title to any lot or land area in Denton Manor shall become a member of the Property Owners Association and agrees to pay all assessments authorized by these Restrictions. Each person who acquires title to a lot shown on the Record Plot agrees to become a member in the Association. The general purpose of the Association is to promote the community welfare of all property owners in Denton Manor. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of Denton Manor. The Association shall have all powers that belong to it by operation of law.~~

Every new owner, representative, successor and/or assignee who acquires title to any lot or land area in Denton Manor agrees to become a member of the Property Owners Association and agrees to pay all assessments authorized by these Restrictions, and also agrees to provide their current name, address, phone number and email to the Association within five (5) days of acquiring title to any lot in Denton Manor. Failure to provide this information shall result in a fine of \$500.00 to the new owner, representative, successor and/or assignee. In addition thereto, every current lot owner shall notify the Association of any change of address, phone number and/or email address. The general purpose of the Association is to promote the community welfare of all property owners in Denton Manor. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of Denton Manor. The Association shall have all powers that belong to it by operation of law. Upon the sale or transfer of title to any lot in Denton Manor, the new owner, representative, successor and/or assignee shall pay a Capital Contribution Fee of

\$300.00 to the Association at the time of settlement and/or transfer of title to any lot in Denton Manor.

29. Enforcement of Restrictions by Alternative Means.

A. It is expressly understood and agreed that the Restrictions shall attach to and run with the land as shown on the Record Plot, and it shall be lawful not only for the Association, its successors and assigns, but also for the owner or owners of any lot or lots contained within the Record Plot and subject to these restrictions to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate such restrictions.

B. The Association in addition to the enforcement rights granted to impose direct assessments to prevent violations, without such assessments being deemed an election of remedies has the right and may institute and prosecute any other proceedings at law or in equity against any person or persons violating or threatening to violate the restrictions established herein.

C. The right of the Association pursuant to the restrictions to assess direct assessments, either direct liquidated damage assessments and/or direct cost recovery assessments, shall be enforceable by a court of competent jurisdiction as a remedy for breach of contract. The amount of any direct assessment imposed by the Board of Directors of the Association for anticipatory or actual breaches of the restrictions shall be presumed to be reasonable and shall be enforced by a court of competent jurisdiction as a contract damage remedy agreed to by the parties as liquidated damages.

30. Liability Waiver

Nothing contained herein shall be construed in any manner so as to impose upon the Association or its members, any liability for property damage and/or personal injury occurring to any person whomsoever, for or by reason of the use of ways, roads, streets, lanes, easements, or any of them, in Denton Manor. Any and all persons using such ways, roads, streets, lanes, easements, or any of them, shall do so at their own proper risk without any liability whatsoever on the part of the Declarants, their heirs or assigns.

31. Termination and/or Amendment

~~These restrictions may be amended by and with written consent of no less than 51% of the then owners of all the lots shown on the Record Plot. 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 by no less than 51% of the members. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect when a copy thereof executed in accordance with the usual form of execution and acknowledgment of deeds to land shall be 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 by the obtaining of any such written consent of the lot owners shown on the Record Plot, each owner shall have one vote for each lot owned and situated in Denton Manor as shown on the Record Plot.~~

These restrictions may be amended by a vote of no less than 51% of the then owners of all the lots shown on the Record Plot. 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 by no less than 51% of the members. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect upon date of vote taken or when a copy thereof executed in accordance with the usual form of execution and acknowledgment of deeds to land shall be 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 by the obtaining of any such written consent of the lot owners shown on the Record Plot, each owner shall have one vote for each lot owned and situated in Denton Manor as shown on the Record Plot.

32. The invalidating of any one of the foregoing restrictions by any Court of 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, We have hereto affixed our signatures this _____ day of March, 2012, and We acknowledge and attest that the foregoing restrictions have received a vote of 94 percentage of lots and is an authorized amendment to the restrictions previously recorded and encumbering the lands shown on the Record Plot. _____~~

~~DENTON MANOR PROPERTY OWNERS ASSOCIATION, INC.~~

~~By: _____ (SEAL)
_____ David M. Knepp, President~~

~~Attest: _____ (SEAL)
_____, Secretary~~

IN WITNESS WHEREOF, the Denton Manor Property Owners Association, Inc. has executed this First Amendment this 4th day of November, 2015.

DENTON MANOR PROPERTY OWNERS ASSOCIATION, INC.

**By: ON FILE (SEAL)
David M. Knepp, President**

**Attest: ON FILE (SEAL)
Jim Kelley, Treasurer**

STATE OF DELAWARE :
:ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 4th day of November, A.D. 2015, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, DAVID M. KNEPP, President of Denton Manor Property Owners Association, Inc., a Delaware corporation, party to this Indenture, known to me personally to be such, and he acknowledges said Indenture to be his act and deed and the act and deed of the corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.

ON FILE
NOTARY PUBLIC

Zita Kanele Pennypacker