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7/30/03

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS,  
AND REMEDIAL CLAUSES  
FOR  
SUGAR MAPLE FARMS

This Declaration of Restrictive Covenants, Conditions, Easements, and Remedial Clauses is made this 14TH day of April, 2003, by Thetavest, Inc. ("declarant"), the owner of the land shown in the plot referred to below.

This Declaration is for the purposes of maintaining property values; providing for and maintaining utilities and common areas; and insuring the quiet and peaceful enjoyment of all residential lots and land located in the subdivision known or to be known as Sugar Maple Farms. The subdivision is shown in a plot prepared by Meridian Consulting Engineers, LLC, and recorded with the Recorder of Deeds, Georgetown, Delaware, in Plot Book 77, Pages 282 & 283. All notes, easements, and restrictions shown on the plot, as it presently exists and as it is amended in the future, are incorporated herein by reference and bind and are hereby imposed upon the land located in Sugar Maple Farms.

Declarant hereby covenants and declares that henceforth it stands seized of all the land in Sugar Maple Farms under and subject to the following restrictive covenants, conditions, easements, and remedial clauses, all of which (a) shall run with each lot and all land in the subdivision and (b) shall be binding on declarant, its successors, assigns and legal representatives, and all subsequent owners, occupants, visitors, lessors and lessees of and on the land in Sugar Maple Farms.

1. Dedication and Application:

1.1 These Restrictive Covenants, Conditions, Easements, and Remedial Clauses (collectively to be referred to as "restrictions" or "Declaration") are for the mutual and reciprocal benefit of each and every lot and lot owner in the subdivision of Sugar Maple Farms and are intended to create mutual, equitable servitudes upon each lot and lot owner in favor of all other lots and lot owners; to create reciprocal rights between the owners of all lots; and to create a privity of contract and estate between the grantees of the lots and their heirs, executors, administrators, successors and assigns. The restrictions shall run with the land for the benefit of each and all lots and their respective owners.

1.2 Sugar Maple Farms contains 66 lots which will be developed in phases. Phase One will consist of lots 1-18 and 44-66, the roads needed for access to those lots, and the stormwater management areas needed to service those lots. Phase Two will consist

of the remainder of the subdivision as shown on the recorded plot. This Declaration shall not apply to or encumber the area of land in Phase Two until Phase Two is developed (and Phase Two may not be developed for many years) and shall not apply to or encumber any other land of the declarant which is not a part of the subdivision of Sugar Maple Farms as shown on the recorded plot.

1.3 The invalidating of any one of these restrictions by a court of competent jurisdiction shall not affect or impair the full force and effect of the other restrictions and all restrictions not expressly invalidated shall remain in full force and effect.

2. Amendment of Restrictions:

These restrictions may be amended, subject to the rights retained herein by declarant, by the written consent of owners of not less than 50 of the lots in Sugar Maple Farms. Any amendment shall take effect when a copy thereof, which has been executed and acknowledged by each of the consenting lot owners, is recorded with the Recorder of Deeds in Georgetown, Delaware, and the amendment shall remain in effect unless further amended. So long as the declarant retains title to 17 of the lots in the subdivision, the declarant may amend the restrictions without the written consent of any lot owners. However, until the declarant no longer owns any lot in the subdivision, these restrictions cannot be amended without the prior written consent of the declarant.

3. Use:

3.1 Each lot located in Sugar Maple Farms shall be used solely and exclusively for single family residential purposes. For the purposes of these Restrictions, the word "family" shall mean a single person occupying the dwelling unit and maintaining a household; two or more persons related by blood or marriage or adoption occupying a dwelling, living together and maintaining a common household; or not more than three (3) unrelated persons occupying a dwelling, living together and maintaining a common household. No commercial or business enterprise, except a home occupation as defined by the Sussex County zoning ordinances, may be conducted on any lot. The residential use restriction shall also not be construed to prohibit the care of five (5) or less children for pay.

3.2 No dwelling or other structure shall be built or placed on any lot without the prior written consent of the declarant or, once the declarant no longer owns any lot, the Association.

3.3 All dwellings and other structures built or placed on any lot must be of new construction.

3.4 No mobile home, trailer [either single or double wide], manufactured home, modular home, or home built at another site shall be erected or placed on any lot. All dwellings must be stick built on site.

3.5 All dwellings must have an attached two-car garage. The garage must conform in appearance to the style of the dwelling and it must have the same exterior and roof colors as the dwelling.

3.6 Sheds and other out buildings must be attached to the dwelling. The shed must conform in appearance to the style of the dwelling and it must have the same exterior and roof colors as the dwelling.

4. Drainage and Utility Easements:

4.1 Drainage and utility easement areas have been reserved by the declarant as set forth below and these easements shall be maintained continuously by the lot owner.

4.2 All lots shall have five (5) foot wide public utility easements along all lot lines, for a total easement width of ten (10) feet along a lot line common to two lots. Easements along perimeter boundaries of the subdivision shall be ten (10) feet in width on the interior side of the boundary.

4.3 Where a lot line is extinguished (i.e., one owner buys two adjacent lots and uses them as one), the easement along that line shall be extinguished except as to utilities already existing in that easement.

4.4 The declarant and his agents and assigns shall have the right of ingress and egress over all lots for the purpose of installing or servicing drainage and utility ditches or pipes, provided the lots are restored to their original surface condition.

4.5 No building or other permanent structure shall be placed or permitted to remain in any easement area. No activity which may damage or interfere with the installation or maintenance of utilities and drainage, for which the easements are reserved, may be conducted. Fences, shrubs and other plantings placed in any easement area are placed there at the lot owners risk.

5. Construction Standards:

The following general prohibitions and requirements shall prevail as to the construction of improvements or activities conducted on any lot in Sugar Maple Farms:

5.1 The minimum square footage of living area shall be 1,600 square feet for a one story and a one and one-half story dwelling and 2,200 for a two story dwelling. The required square footage minimums shall be exclusive of all porches (enclosed or otherwise), breezeways, carports, basements, attics, garages, terraces, stoops and the like. All dwelling foundations, including porches, but excluding open decks, shall be solid except for permitted ventilation screens and the front and both sides shall be either brick, stone, or block. No dwelling shall exceed 42 feet in height. The roof pitch on all dwellings must be at least 7"/12" and the front elevation must have a minimum of three different roof pitches.

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5.2 The required attached garage for each dwelling must be at least 22 feet wide and 24 feet deep.

5.3 Each lot that has a dwelling shall have a driveway. Each driveway shall have a drainage pipe which is of the size designated by the declarant or the Association. This pipe shall be located in the swale of the street and shall not interfere with stormwater runoff. The lot owner shall be responsible for the cost of installing the pipe. The driveway must be constructed of tar and chip, pavers, hot mix, or concrete. Driveway construction must be completed within 30 days after completion of the dwelling and no dwelling shall be occupied until the driveway has been constructed.

5.4 For Sugar Maple Farms, the front setback shall be 30 feet, the rear setback shall be 20 feet, and the side setback shall be 15 feet. However, the following exceptions apply:

- a. For lots which border Route One, the setback from Route One shall be 40 feet.
- b. If two or more adjoining lots are acquired by the same owner for use as one building lot, the applicable boundary lines for setbacks shall be those between the lots owned by the same owner and the adjoining lots owned by others.
- c. A minimum of 30 feet shall be maintained between dwellings.
- d. For corner lots, the setbacks are as shown on the recorded subdivision plot.

5.5 Fuel tanks, gas tanks or similar storage receptacles shall be buried underground. Trash and garbage receptacles shall be kept inside one of the permitted structures except on pick-up days.

5.6 If the plans are approved as provided in this Declaration, in-ground pools shall be permitted. Above-ground pools shall not be permitted.

5.7 All fences on lots in Sugar Maple Farms shall be restricted to the side yards and rear yards and shall extend no further than the front line of the dwelling and shall be no higher than four (4) feet in height. A fence for a kennel or swimming pool may be higher than four (4) feet so long as the placement, height and material of the fence are approved by the declarant or the Association. No chain link fences are permitted.

5.8 No temporary structure, tent, trailer, travel trailer, or shack shall be built or placed on any lot. A construction type trailer or building not larger than 400 square feet may be used for storage of material during periods of construction and it shall be removed from the lot within 15 days after construction is completed. No temporary structure shall be used as living quarters.

5.9 Once construction of any structure (including dwelling) has begun, the construction shall proceed without delay until completed, unless the delay is attributable to a cause beyond the control of the lot owner or the contractor. If construction of a structure has begun and then no work is done on the structure for a continuous period of three (3) months, this shall be prima facie evidence of an attempt to abandon the structure in its partially completed state and the structure shall be deemed to be a public nuisance. In any event, construction of all structures must be completed within one (1) year from the date construction begins.

5.10 No dwelling shall be occupied until it has been substantially completed in accordance with the plans and specifications and until a certificate of occupancy has been obtained from the Sussex County Planning and Zoning Office and/or other appropriate authorities.

6. Plan Review and Approval:

6.1 No dwelling, addition, fence, pool, or other structure shall be built or placed on any lot until the lot owner (a) has given the detailed plans and specifications to the declarant or the Association, (b) has received written approval from the declarant or the Association, and (c) has obtained a building permit from the Sussex County Planning and Zoning Office and/or other appropriate authorities.

6.2 In order to insure the development of Sugar Maple Farms as a residential area of high standards, the declarant reserves the power to control and approve all dwellings and other structures which may be built on each lot, and this power shall pass to the Association once the declarant no longer owns any lot in Phases One or Two. By accepting a deed to a lot or by taking possession of a lot, each owner and/or occupier of a lot covenants and agrees that no dwelling, fence or other structure shall be built or placed on any lot until the plans and specifications have been approved in writing by the declarant or the Association. Each dwelling, fence or other structure shall be placed on the lot only in accordance with the approved plans and specifications. The style, size, location and placement of all dwellings and other structures and improvements on all lots must have prior written approval of the declarant or the Association.

6.3 The lot owner shall submit two (2) sets of plans showing the floor plan, foundation plan, elevation of all sides of the proposed structure, and a cross section of the structure. The lot owner shall also submit a survey showing the house location with all setbacks and with the driveway location. Before construction can begin, the lot owner must install a culvert pipe, which shall be at least 10" in diameter, and provide a trash container for the construction waste.

6.4 As a general rule no plans will be approved which show the front of the dwelling facing anywhere on the lot except the road which fronts the lot. Dwellings on lots with curved front lines may also be built or placed square or parallel to the chord of the arc. Dwellings on corner lots may face either road, with the setbacks for corner lots as shown on the recorded subdivision plot.

6.5 Refusal to approve any plans and specifications may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the declarant or the Association are deemed sufficient to refuse approval. If the declarant or the Association fails to approve or disapprove plans and specifications within 60 days after the plans and specifications have been delivered to them, then prior written approval shall not be required. However, in no event shall any dwelling or other structure be built or placed which violates any of the other restriction set forth herein.

6.6 If in the event of a casualty (whether by wind, flood, fire or act of God or man) a dwelling becomes substantially damaged, the owner shall repair or replace the dwelling as soon as practicable, but in any event within one (1) year of the date of the casualty.

6.7 The declarant or the Association may allow reasonable variances and adjustments of this Declaration in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions of the Declaration; provided, however, that such is done in conformity with the intent and purposes of the Declaration and provided that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the subdivision.

7. Re-Subdivision or Combining of Lots:

No lot may be re-subdivided, sold, or otherwise alienated into a lesser or smaller parcel without the written approval of the declarant (or the Association once the declarant no longer owns any lot ) and until a plot of the revision has been approved by the Sussex County Planning and Zoning Office and/or other governmental authorities and recorded with the Recorder of Deeds, Georgetown, Delaware. No lot owner may combine two or more lots into one without the written consent of the declarant or the Association and all appropriate governmental authorities. To insure that the Association is able to prepare and maintain a budget based on the original number of lots in the subdivision (66), if lots are combined the lot owner shall pay all assessments (as set forth in the Declaration) as if the lots were separate, even if the lots are considered as one and the lot owner receives only one property tax bill from Sussex County.

8. Grading:

The elevation of any lot or land area shall not be changed so as to materially affect its surface grade or to materially affect the surrounding lot or land area without first obtaining the written approval of the declarant or the Association.

9. Utilities:

9.1 The declarant or the utility provider shall be responsible for the installation of the main electric line and the main telephone line in the subdivision. All other costs of

installation, hook-up, and maintenance of any and all utility systems shall be the responsibility of the individual lot owners or the respective utility companies.

9.2 No outside television antenna shall be permitted on any lot and no satellite dish larger than 18" in diameter shall be permitted without the prior written consent of the declarant or the Association. A radio antenna may be placed on a lot only with the written approval of the declarant or the Association. Under no circumstances shall an antenna or satellite dish encroach on any side or rear yard setback or be located in an area other than behind the rear building line of the dwelling on the lot.

9.3 Water shall be supplied by individual wells on each lot. The wells are the responsibility of the individual lot owners. Well sites are to be designated by the declarant to insure the required separation between wells and septic systems.

9.4 Each improved lot must contain an individual septic system, which has been approved and installed pursuant to all applicable regulations. The individual lot owners are responsible for all costs associated with the septic systems.

10. Nuisances:

10.1 Nothing shall be done or maintained on any lot, land area, or street which may be or may become a nuisance to the other owners in Sugar Maple Farms.

10.2 Posted speed limits shall be obeyed.

10.3 No cattle, horses, swine, sheep, poultry or goats shall be kept or maintained on any lot. All dogs and cats shall be kept inside; when outside they must be under the control of a custodian or be on a leash. A dog house or run shall be permitted if it is in the rear of the property behind the dwelling and if it is properly maintained. No loud or disruptive dogs are permitted.

10.4 No untagged, expired tagged, unregistered, stripped down or junk motor vehicle or sizable part thereof shall be permitted to be parked on any lot or any street and no major motor vehicle repair may be done on any lot or any street in Sugar Maple Farms.

10.5 No outside toilet shall be constructed or maintained on any lot. This shall not prohibit placement of a self-contained toilet, the johnny-on-the-spot type, provided that it is maintained in an odor-free condition and that it remains on the lot only during periods of active construction.

10.6 No self-propelled motorized vehicles of any kind, including but not limited to motor bikes, mopeds or go-carts, shall be driven on any road in Sugar Maple Farms unless duly licensed to operate on the roads of the State of Delaware and unless being operated by a person duly authorized to operate it. No motor vehicle shall be driven on the common areas or stormwater management area at any time.

10.7 No fence, hedge, tree, or shrub planting shall be permitted or placed on any lot in such a way as to obstruct the sight of the driver of moving vehicles at the intersection of any public or private roads.

10.8 Outdoor clothes drying will be permitted only in the area located in the rear of the lot behind the dwelling. In the case of a corner lot, it must be done at least 40 feet from the nearest road. Trees shall not be used for stringing clotheslines. On lots which border Route One, clotheslines must be hidden from view by landscaping.

11. Trash:

No trash, ashes, garbage or other refuse shall be dumped, stored or accumulated on any lot. All trash must be stored inside the lot owner's structures or dwelling and may only be placed outside on the designated trash pick-up day in appropriate containers of sufficient strength and quality to keep animals from gaining access to the trash inside the container. Trash, leaves and brush may not be burned on any lot.

12. Vehicles and Parking:

12.1 No commercial-type vehicles, trucks, trailers or vehicular equipment shall be habitually or regularly parked on any road or any lot in Sugar Maple Farms, unless parked in a garage. [For the purposes of this restriction, a 3/4 ton van or small vehicle commonly known as a pick-up truck shall not be deemed to be a commercial vehicle or truck.]

12.2 Boats, trailer, motor homes, recreational vehicles, and campers must be parked or kept in the garage. They may not be parked or kept on any street, driveway, yard or open area in Sugar Maple Farms.

12.3 No vehicle shall be habitually parked on any road but shall be parked in the driveway of the lot. All garage doors which are visible from the subdivision roads shall normally be closed except as required for ingress or egress.

12.4 The regular or habitual violation of these parking regulations shall be deemed a violation of the use and nuisance restrictions of this Declaration.

13. Property Owners' Association:

13.1 The declarant may, at any time in its discretion, establish the Sugar Maple Farms Property Owners' Association and may appoint a Board of Directors. These directors need not be lot owners. After the declarant (or its successor) has sold all 66 lots in Sugar Maple Farms, the Association shall be established (if not previously established) and a Board of Directors of five (5) persons, all of whom must be lot owners, shall be selected by the vote in person or by proxy of the owners of a majority of the lots in the subdivision. For this vote and for all other votes required of lot owners, there shall be no more than one (1) vote cast for each lot. [If two or more people own a lot, they must



decide how their one vote will be cast.] The declarant shall also have one (1) vote for each lot still owned by him. The general purpose of the Association is to further and promote the community welfare of all lot owners in Sugar Maple Farms. Subject to the rights of the declarant, the Association shall promulgate and enforce the restrictions as necessary to govern Sugar Maple Farms.

13.2 After the Association is established and after the sale of all of the lots, the Association shall succeed to all the privileges, powers, rights and authority reserved by, vested in and exercised by the declarant as provided in this Declaration, except for the rights specifically reserved by the declarant in this Declaration.

13.3 Each person or entity who acquires legal or equitable title to any lot in Sugar Maple Farms shall automatically become a member of the Sugar Maple Farms Property Owners' Association; provided, however, that membership is not intended to apply to those persons who hold an interest in any lot merely as security for the performance of any obligation to pay money, i.e., mortgages or deeds of trust. However, if a secured party seizes the collateral and becomes the owner of a lot, such person or entity will then be subject to all the requirements and limitations imposed by these restrictions on all lot owners and all members of the Association.

13.4 It shall be the responsibility of the declarant to establish the Association but the legal and other costs incurred to establish the Association shall be paid by the Association from the assessments collected. If the declarant does not establish the Association within 60 days after all the lots have been sold, the lot owners may establish the Association. Until that time, any attempt by lot owners to establish an association without the written approval of the declarant shall not be allowed and any association established by the lot owners shall have no rights, duties, or powers under this Declaration. This paragraph may not be amended without the written approval of the declarant so long as the declarant is the owner of any lot in Sugar Maple Farms.

13.5 Insurance: Once the Association is established, it shall purchase insurance to insure the declarant, its successors or assigns, the individual lot owners, and the Association from liability arising from the design, construction, use, maintenance, or ownership of the roads, rights of way and easements, and the common areas (including stormwater management area). The amount of insurance shall be determined by the declarant but shall not exceed \$1,000,000 unless the Association agrees or unless the declarant pays the additional premium due for purchasing insurance above \$1,000,000. The Association shall pay for the insurance with the assessments collected.

14. Maintenance:

14.1 Roads:

A. The roads in Sugar Maple Farms are private roads. The declarant may convey the roads to the Association at any time after 50 of the lots have been sold but must convey the roads to the Association after all 66 lots have been sold. Once conveyed

to the Association, the Association shall maintain the roads. Neither the State of Delaware nor Sussex County shall at any time have any responsibility for the maintenance of the roads. Until the roads are conveyed to the Association, the declarant shall be responsible for their maintenance.

B. Until the subdivision roads are conveyed by the declarant to the Association, the declarant, at its expense, reserves the exclusive right to change the grade of, regrade, change the location of, or close or partly close any road in the subdivision. However, such alteration (a) shall not materially affect or interfere with the right of convenient ingress, egress and passage to or from any lot and (b) shall not take any portion of any lot conveyed by the declarant before the alteration was made.

C. If it is deemed to be in the best interests of the subdivision of Sugar Maple Farms, either the declarant or the Board of Directors of the Association shall have the right to dedicate the subdivision roads to public use.

14.2 Stormwater Management Areas/Pond: These areas, shown on the subdivision plot as "Open Space" and "Pond", may be conveyed to the Association after 50 of the lots have been sold but must be conveyed to the Association after all 66 of the lots have been sold. Until conveyed by the declarant, maintenance of these areas shall be the responsibility of the declarant. Once conveyed to the Association, their maintenance shall be the responsibility of the Association, using the assessments. Neither the State of Delaware nor Sussex County has any responsibility for the maintenance of these areas.

14.3 Grass: Nothing contained herein shall be construed as an obligation of the declarant or its successors or assigns to remove underbrush or rubbish or to cut grass on any lots owned by it or its successors and assigns. Individual owners of lots in Sugar Maple Farms, however, do hereby covenant and agree to be responsible for the appearance of their lots by cutting grass and brush to the adjacent paved roads and by removing trash and rubbish at all reasonable times. Grass shall not be allowed to reach a height in excess of six inches. If a lot owner fails to keep the grass cut below six inches, the declarant or the Association reserves the right and privilege to enter onto any improved or unimproved lot for the purpose of cutting the grass. The cost shall be borne by the owners of that lot. If the declarant or the Association is required to cut a lot owner's grass, the cost of the grass cutting shall be a lien on the lot and shall be assessed and recorded as provided in paragraph 15.

14.4 Open Space/Common Areas: Any open space/common areas may be conveyed to the Association after 50 of the lots have been sold but must be conveyed to the Association after all the lots have been sold.

14.5 Maple Tree on Lot 43: The large maple tree on lot 43 may not be trimmed, cut down, or removed without the written consent of the declarant or the Association. Further, to protect the health of that tree, no activity other than normal lawn maintenance is permitted within 25' of its trunk without the written consent of the declarant or the Association.

15. Assessments and Costs:

15.1 Each lot owner in Sugar Maple Farms shall pay to the declarant an initial assessment of \$250.00, which amount shall be shown on the settlement sheet as an expense to the buyer and which shall be paid at settlement. This assessment shall be paid only by those who buy their lots from the declarant or its successors or assigns; this assessment is not due when lots are subsequently conveyed by owners other than the declarant or his successors or assigns. The purpose of this assessment is to fund the account needed to pay the expenses referred to in Section 14 of this Declaration.

15.2 In addition to the initial assessment referred to above, on January 1st of each year there will be a maintenance assessment of \$250.00 per lot for that calendar year. This assessment may be adjusted by the declarant or the Sugar Maple Farms Property Owners' Association as expenses dictate. The annual assessment shall be prorated at the settlement of any lot sold by the declarant.

15.3 Assessments shall be due 30 days after billing. Assessments not paid when due shall be a continuing lien on the assessed property. This lien shall extend to each lot owned by a lot owner and shall apply whether or not there is a dwelling erected on the lot or lots and shall bind all lots owned by the delinquent owner and any subsequent owner or holder of title. In order to assist in giving public notice of delinquent assessments, the declarant or the Association may record a Statement of Assessments Due with the Recorder of Deeds in Georgetown, Delaware, if an assessment is not paid within 60 days from the due date. Interest shall accrue on an unpaid assessment at a rate equal to five percentage points above the Federal Reserve Discount Rate in effect on the due date of the assessment. In addition, a delinquent payment penalty equal to 10% of the amount of the assessment shall be added and paid by the delinquent owner. Further, reasonable legal fees associated with the filing of the lien shall be included as part of the lien.

15.4 Effect of Nonpayment of Assessments: A. All notices of assessments from the Association to the lot owner shall designate when the assessment is due. If any assessment is not paid on the due date, the assessment shall then be delinquent and shall be subject to a late charge of \$25.00 and, in addition, shall be subject to interest at the rate of 1 1/2% per month, or 18% per year, from the due date until paid. If any assessment is payable on an installment basis, and any installment is not paid within thirty (30) days following the due date, the Association may declare the entire assessment immediately due and payable.

B. The assessments, late charges, interest, and the costs of collection, including reasonable attorneys' fees, shall be a continuing lien against any lot owned by the owner against whom an assessment is made, notwithstanding the subsequent conveyance of the lot by the owner, and shall also be a continuing personal obligation of the owner. Any successor-in-title to the lot of any owner shall be held to constructive notice of the records of the Association to determine the existence of any assessment and/or delinquency in the payment of assessments by the owner of such lot, and of any lien against any lot. The Association may (but is not required to) record a Notice of Lien in the public records of the

Sussex County against the lot to which the assessment pertains, setting forth the amount of the unpaid assessment, the due date, any accrued late charges, and the basis of continuing interest, and the costs of collection thereof, including reasonable legal fees. Regardless of the date of recordation of any Notice of Lien, the effective date thereof shall relate back, and it shall take priority, as of the due date of the assessment. Owners may clear their lot of an assessment lien by paying to the Association the total assessment, as determined by the Association, including the costs to release the lien. Upon payment, the Association shall execute and record a Release of Lien.

C. In addition, the Association may, at any time after an assessment becomes delinquent, bring an action against any delinquent owner to collect all amounts due, including the assessment, late charges, interest, and costs of collection (including reasonable legal fees).

15.5 Property Exempt from Assessment: The following property shall be exempt from all assessments:

(a) All property dedicated to and accepted by a government body, agency or authority and devoted to public use;

(b) All open space and common areas; and

(c) All lots owned by the declarant and not deeded by the developer to third persons. However, if the declarant builds a dwelling on a lot and then rents that dwelling to third persons, the declarant shall then be responsible for assessments for that lot.

16. Vehicular Access:

Vehicular access to all lots shall be from interior subdivision roads only. There shall be no access to any lot from Route One.

17. Signs:

No advertising signs shall be permitted on any lot in Sugar Maple Farms, except for signs offering the lot for rent, sale, or both. These signs may be displayed on the lot which is for sale or rent and the signs shall not be bigger than 18 inches by 24 inches. Builders' signs of similar size are allowed for 150 days from the start of the construction.

18. Drainage Swales:

The declarant shall construct and seed drainage swales on both sides of all roads in the subdivision. Lot owners shall be responsible for cutting the grass in the swales which border their lot. In order to insure proper drainage, no swale may be filled, blocked,

or altered in any way. Nothing may be planted or constructed in any swale other than grass similar in type to what the declarant plants.

19. Damage Deposit Prior to Construction:

Before any construction is begun on any lot, the lot owner shall give the declarant or the Association \$1500.00 to be held pending the completion of all construction on the lot. If the swales bordering the lot and the subdivision roads have not been damaged or altered during construction, the \$1500.00 shall be returned to the lot owner, without interest. If the swales or the roads have been damaged or altered in any way and if the lot owner does not make the necessary repairs within ten (10) days of receiving written notice from the declarant or the Association, the declarant or the Association may use the \$1500.00 to make the necessary repairs. If the cost of the repairs exceeds \$1500.00, the lot owner shall be responsible for the difference. If the difference is not paid within thirty (30) days of receiving written notice of the amount due, the difference may be considered the same as an unpaid assessment pursuant to Section 15 (i.e., a lien, including costs and legal fees, may be filed).

20. Declarant Reservations:

Until all 66 lots have been sold, the declarant a) reserves the right and privilege of designating, selecting and using any given lot or land area of its choice for itself and for its successors or assigns as an office and place of business for transacting and carrying on its real estate business in all its phases; b) retains the right of egress and ingress over the common areas and utility easements; and c) reserves the right to expand the subdivision of Sugar Maple Farms to include adjacent property. If an expansion occurs, all lots in the expanded subdivision will be bound by this Declaration, except to the extent the Declaration would be amended to take into account the additional lots in the subdivision and the roads, common areas, etc. required to service the additional lots.

21. Disclaimers:

Nothing contained in this Declaration shall be construed so as to impose any liability on the declarant, its successors or assigns for any property damage and/or personal injury which is suffered by any person because of the construction, maintenance, or use of the roads, easements, common areas, or any land in Sugar Maple Farms. All those who use the roads, easements, common areas, or any land or water area in the subdivision shall do so at their own risk without any liability on the part of the declarant, its successors or assigns. Further, nothing contained in this Declaration shall be construed so as to require the declarant to convey the roads, the common areas, or any other part of the subdivision to the Association as long as the declarant owns any lot in the subdivision.

22. Enforcement:

22.1 The declarant, the Association, or any lot owner to whose benefit these restrictions inure may proceed at law or in equity to prevent the occurrence or continuation

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of a violation of any of these restrictions. The court in any such action may award the successful party reasonable expenses in prosecuting the action, including witness fees, court costs, and reasonable legal fees.


22.2 In addition to the above, any lot owner found to be in violation of the Declaration or any amendment thereto by the declarant or the Board of Directors of the Association shall incur a fine. The fine shall be at the rate of \$100.00 per month per violation from the time written notice of the violation is given to the lot owner by the declarant or the Association. The fine shall accrue until the violation is corrected, as determined by the declarant or the Board of Directors. If legal action is taken against the lot owner by the declarant or the Association to enforce the fine, a judgment rendered by any court of competent jurisdiction shall constitute a lien against the lot and may be collected as are other liens, pursuant to Section 15. A court judgment rendered against a lot owner pursuant to this Section shall include court costs, interest, and any expert witness fees and legal fees incurred by the declarant or the Association in obtaining the judgment.

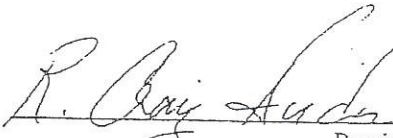
22.3 The remedies specified in this Declaration are cumulative and the delineation of them shall not be taken to preclude any aggrieved party from resorting to any other remedy at law or in equity or under any other statute. The delay or failure on the part of an aggrieved party to invoke any available remedy in respect to a violation of any of these restrictions shall not be held to be a waiver against that party or an estoppel of that party to assert any available right upon the reoccurrence or continuation of the violation or the occurrence of a different violation.

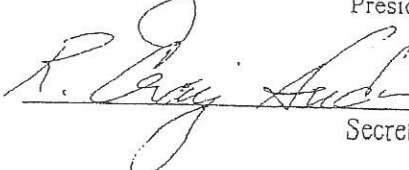
IN WITNESS WHEREOF, the declarant has caused this Declaration to be executed by its duly authorized officers and its corporate seal affixed hereto on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

THETA VEST, INC.

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President (SEAL)

  
\_\_\_\_\_  
Secretary (SEAL)


(CORPORATE SEAL)

02824 232

STATE OF DELAWARE :  
: ss.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 14TH day of APRIL, 2003, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, R. CRAIG HUDSON, President of THETAVEST, INC., party to this Indenture, known to me personally to be such, and acknowledged this 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 and the seal affixed is the common and corporate seal of the corporation; and that the act of sealing, executing, acknowledging and delivering this Indenture was first duly authorized by a resolution of the Board of Directors of the corporation.

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



Notary Public

Notary Name:  
Commission Expires:

WILLIAM SCHAB, ESQ.  
NOTORIAL OFFICER  
PURSUANT TO  
29 DEL.C.SEC. 4323(a)(3)

RECEIVED  
03 APR 15 PM 12:00  
SUSSEX COUNTY  
DOC. SURCHARGE PAID

Received

APR 16 2003

ASSESSMENT DIVISION  
OF SUSSEX CTY

44868

Tax Map & Parcel Nos.: 3-30 16.00 20.00-85.00  
(inclusive), 222.00 and 268.00  
Prepared By & Return To:  
Steen, Wachler & Schrider-Fox, LLC  
P.O. Box 1398  
17 Atlantic Avenue, Suite 2  
Ocean View, DE 19970 (MRSF)

**FIRST AMENDMENT TO THE  
DECLARATION OF RESTRICTIVE COVENANTS,  
CONDITIONS, EASEMENTS, AND REMEDIAL CLAUSES  
FOR SUGAR MAPLE FARMS**

WHEREAS, the Sugar Maple Farms subdivision and all members of the Sugar Maple Farms Property Owners Association, Inc., being owners of Lots in Sugar Maple Farms, a subdivision in Cedar Creek Hundred, Sussex County, Delaware, are bound by a certain Declaration of Restrictive Covenants, Conditions, Easements, and Remedial Clauses for Sugar Maple Farms recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Deed Book 2824, page 218, et seq., dated April 14, 2003 (hereinafter "Declaration"); and

WHEREAS, Thetavest, Inc., is a corporation of the State of Delaware and is the developer/declarant of the Sugar Maple Farms subdivision (hereinafter "Developer"), which is the entity originally responsible for the creation of the Sugar Maple Farms subdivision and the imposition of the Declaration referenced above; and

WHEREAS, Sugar Maple Farms, LLC, is a limited liability company of the State of Delaware and, together with Developer, is responsible for the ongoing development of the Sugar Maple Farms subdivision (hereinafter "Co-Developer"), pursuant to the Assignment of Co-Developer's Rights document recorded in the Office of the Recorder of Deeds aforesaid in Deed Book 3739, page 95, et seq., dated November 24<sup>th</sup>, 2009; and

WHEREAS, the Developer and Co-Developer have determined that it is necessary to amend the Declaration to revise the existing provisions concerning sheds and the parking of recreational vehicles and similar type vehicles on lots in the subdivision; and

WHEREAS, pursuant to the authority established in Section 2. of the Declaration, the Developer, in its sole discretion, may amend the Declaration so long as the Developer retains title to at least seventeen (17) lots in the subdivision; and

WHEREAS, as of the execution and recording of this document, the Developer and Co-Developer collectively retain title to twenty-eight (28) lots within Sugar Maple Farms and, therefore, can hereby amend the Declaration in their sole discretion;

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NOW THEREFORE the Developer, Thetavest, Inc., and the Co-Developer, Sugar Maple Farms, LLC, do hereby amend the Declaration of Restrictive Covenants, Conditions, Easements, and Remedial Clauses for Sugar Maple Farms as follows:

1. Section 3.6 is hereby amended by striking said section in its entirety and substituting in lieu thereof the following:

Sheds and other out buildings are permitted. Sheds need not be attached to the dwelling and may be located to the rear of the dwelling. Sheds may be up to twelve feet (12') by twelve feet (12') in size. Other types of out buildings must be attached to the dwelling. All sheds and other out buildings constructed on a lot must conform in appearance to the style of the dwelling and they must have the same exterior/siding materials, exterior/siding colors, roof materials, and roof colors as the dwelling.

2. Section 5., Construction Standards, is hereby amended by adding a new Section 5.11 to the end thereof, which shall read as follows:

5.11 No new construction shall be commenced on any lot in Sugar Maple Farms until a silt fence has been placed around the perimeter of the lot. It shall be the lot owner's responsibility to ensure that the silt fence is in place prior to commencement of construction and that said fence is properly maintained and in place throughout the construction project. Upon completion of construction, the silt fence shall be removed.

3. Section 12.2 is hereby amended by adding to the end thereof the following:

However, an owner shall be permitted to park his or her motor home, recreational vehicle or camper in his or her driveway for a limited period of time not to exceed twenty-four (24) hours before a trip and/or twenty-four (24) hours after a trip, for the purpose of charging the battery of such vehicle and otherwise preparing/unloading the vehicle, and provided the owner has given the Association advance notice of the dates and times that the vehicle will be parked in the driveway before and/or after a trip.

4. To the extent that it is necessary, the Developer, Thetavest, Inc., and the Co-Developer, Sugar Maple Farms, LLC, hereby ratify and reconfirm the remainder of the terms contained in the Declaration of Restrictive Covenants, Conditions, Easements, and Remedial Clauses for Sugar Maple Farms, as if restated in full herein.



