

Tax Parcel Nos. _____
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Dover Law, P.A.
1979 S. State Street
Dover, DE 19901

**DECLARATION OF RESTRICTIONS
WOLF CREEK**

This Declaration made this _____ day of _____, 2004 by Wolf Creek Lots, LLC, a limited liability company organized under the laws of the State of Delaware, of 490 N. Dupont Highway, Dover, DE 19901 (hereinafter called "Declarant");

WHEREAS, Declarant is the owner in fee simple of a parcel of land situate in North Murderkill Hundred, Kent County and State of Delaware, which is shown on plot of _____, prepared by _____, dated _____, and of record in the Office of the Recorder of Deeds, in and for Kent County and State of Delaware in Plat Book _____, at Page _____, hereinafter sometimes referred to as "Record Plan"; and

WHEREAS, Declarant in connection with the development of said lands desires to make known and declare the covenants, agreements, conditions, easements, reservations and restrictions which shall be applicable to and bind all of the numbered residential lots and any other areas owned by Declarant as shown on the aforesaid Plan.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Declarant hereby agrees and declares that it is seized of all legal and equitable interest in the lots shown on said plot (except for security interests evidenced by liens of record now against said lots) under and subject nevertheless to the following restrictive covenants, conditions, easements and agreements:

A. The Restrictions

1. Construction and Demolition. Once construction or demolition of any structure has been commenced on any lot, such construction or demolition shall proceed without delay until the same is completed, except where such completion is impossible or results in great hardship to the owner or builder, due to strikes, fires, national emergencies or natural calamities. Cessation of work upon the construction or demolition of any structure once started and before completion thereof for a continuous period of sixty (60) days, shall be *prima facie* evidence of abandonment of such structure in its partially completed or demolished state, which shall be deemed to be a public nuisance.

Following the approval of construction plans by the Declarant or by the Architectural Committee (as hereinafter constituted), construction must commence pursuant to said approved plans within one (1) year of the date of approval. Failure to commence construction within one (1) year of the date of approval of plans will void the approval.

No construction or grading work shall be performed before 7:00 a.m. or after 9:00 p.m. on any day of the week. No such work shall be performed on Sunday. Each lot owner or his approved contractor shall place a portable toilet on the lot prior to construction of any building or structure thereon and shall immediately remove same upon completion of construction. Straw bales and/or silt fences and/or other sediment erosion control materials are to be used, if necessary, during and after construction to prevent erosion from a lot onto any roadway or any adjoining property; each lot owner shall be responsible for any erosion or damage caused by run-off from his lot.

2. Building and Building Materials. All construction in the Subdivision shall be of new materials, and the movement of old buildings or parts of old buildings upon any Lot is strictly prohibited. No trailer, mobile home, double wide, manufactured or modular home or similar type structure, and no shed, tent, shack, garage, barn or other type of outbuilding shall at any time be used, temporarily or permanently, as a residence on any lot. No modular or manufactured home shall be erected on any lot. Prefabricated parts of housing units and custom building shall be the only types of construction that will be approved in the Subdivision.

All external construction materials used for walls and chimneys must be of approved natural wood, stucco, E.I.F.S., brick, stone, vinyl wood shaped duplication siding, or fiber-cement composite materials. Log homes or split log homes shall not be allowed in the Subdivision. The use of any of the following as an external finishing material shall be prohibited: plywood, T111 siding,

masonite, other vinyl and aluminum siding, and concrete block. Diagonal installation of siding shall not be allowed. Certain vinyl and aluminum soffits and fascia may be permitted in the discretion of the Declarant or the Architectural Committee. Paint and stain colors on external surfaces must be of natural tones. All bright or brilliant colors, excepting white, are prohibited. Non-architectural grade asphalt and tile roofing shingles are prohibited. Tar and gravel roofs are prohibited. All exposed foundations, on all sides of the house, must be of approved brick or stone. Metal chimneys are prohibited unless properly enclosed with material approved by Declarant or the Architectural Committee.

3. Residence Size. No residence shall be erected or used on any lot, the square footage of living space (space which is heated and/or air conditioned, exclusive of all basements, garages, porches, breezeways and terraces, stoops and the like) of which shall be less than:

One story: 2,600 square feet;

Multi-level: 2,000 square feet on ground level and a minimum of 3,500 square feet total.

4. Setbacks. All buildings, including any bay windows or other overhangs of any type without their own independent foundation, shall be constructed no less than fifty (50) feet from the back of any curb, except with the written approval of Declarant.

5. Garages; Accessory Buildings. Garages must be attached to the dwelling and shall be at least a two car garage. No accessory buildings of any kind will be permitted on any Lot, except landscaping structures approved by Declarant.

6. Steps. Steps shall be constructed of concrete (poured in place only, not precast), brick or natural stone. Steps constructed of wood or composite materials will be allowed on the rear and sides of a dwelling as access on or off of any approved exterior decks.

7. Driveways. Driveways shall be installed to provide a solid surface, constructed of concrete, concrete pavers, asphalt, or brick pavers. Gravel driveways are not allowed.

8. Exterior Lighting. All lighting fixtures and devices shall be located, designed, used, maintained and operated so as not to constitute a nuisance, nor to unreasonably disturb any resident of the Subdivision, or unnecessarily illuminate either the streets or areas adjacent to the lot on which such lighting

is located on another lot, without the consent of the other lot's Owner.

9. Fences. No fence of any height shall be constructed upon any Lot until the height, design and location thereof has been approved in writing by the Declarant or the Architectural Committee. No chain link fences shall be erected or installed in the sub-division. The construction and materials of all other fences shall be as approved by Declarant or the Architectural Committee. Underground, invisible pet restraint fences shall not be considered a "fence" for purposes of this Declaration.

All fences shall be located at the rear of any Lot. "At the rear of any Lot" shall mean that such fence shall not be located in front of an imaginary line drawn perpendicular from the rear most corners of the dwelling or garage, or to either side of the dwelling past an imaginary line drawn perpendicular from the side corners of the dwelling or garage to the nearest property line.

No fence or wall shall be constructed to a height of more than four (4) feet, except that "privacy fences" may be constructed to a height of five (5) feet, if approved by the Declarant or the Architectural Committee. Such privacy fences will be allowed around pools, patios and garbage receptacle areas, but must be connected to the Residence and shall not extend rearward significantly beyond the pool, patio or garbage receptacle area, not to exceed one half of the distance to the rear property line from the rear of the house.

The foregoing restrictions pertaining to fences are not applicable to subdivision perimeter fences, approved as to location, materials, construction and size by Declarant or the Architectural Committee.

10. Signal Reception Device. No exterior aerial, tower, or antenna shall be erected or maintained on any Lot or structure. No satellite dish, larger than two (2) feet in diameter shall be placed on any lot or structure. No exterior satellite dish, even if two (2) feet or less in diameter shall be placed on any lot or structure where it is visible from any street on which the lot fronts.

11. Vehicles, Boats, Tents, Etc. No boat, jet ski, snow mobile, commercial vehicle, disabled vehicle, truck, trailer, travel trailer, camper trailer, utility trailer, motor home, school bus, or other similar unit shall be parked on any lot, public road, or driveway. Provided further this restriction shall not apply to operable pickup trucks which do not exceed 3/4 ton capacity and operable enclosed vans which do not exceed 10,000 pound G.V.W., provided further that such pickup trucks and enclosed vans do not exceed a height of eight (8) feet. No trailer, camper, tent, out-building or structure of a temporary nature shall be used at any time as a residence on any lot. However, a boat, jet ski, snow mobile, travel trailer, camper trailer or utility trailer, for the sole enjoyment of the lot owner, is permitted but must be garaged.

12. Animals and Pets. No animal, fowl or other fauna, whether or not domesticated, shall be kept or boarded on any Property, except as follows:

a. Dogs and cats, not to exceed a combined total of three (3), may be kept so long as they are kept in a healthy condition, and in such a manner (by control, by training or otherwise) that they do not roam freely or otherwise constitute a nuisance or unreasonably disturb any resident of the subdivision. Structures housing dogs and cats shall be located "at the rear" of any lot (see paragraph 9 above for definition) and such structure must be attached to the residence or the garage, and be of similar construction as the residence or garage to which they are attached.

b. Other ordinary house pets may be kept if they are housed entirely within the residence without any special door or other means of access to any yard, pen or run that is not located in the Residence. The term "ordinary house pets" do not include horses, pigs, livestock and poultry.

13. Garage or Yard Sales. No garage or yard sale shall be held at any lot or in any structure.

14. Bulk Materials and Trash. No rubbish, refuse or other bulk or loose materials shall be stored or permitted to accumulate or remain on any lot except in such amount and manner as may be reasonable for construction of improvements thereon or usage thereof for residential purposes. Firewood must be kept neatly stacked "at the rear" of any lot (see paragraph 9 above for definition). All garbage and trash shall be placed in animal proof containers which shall be stored so as not to be visible from any adjacent lot or common area, except for such temporary periods, not including overnight, as may be necessary to permit removal thereof by a trash removal service. Declarant or the Architectural Committee reserves the right to contract with a single trash removal service company, which company shall be utilized by all owners, at the expense of the owners.

15. Damage to Streets. Each lot owner shall be liable for any damage done to any site improvement, including but not limited to any curb, swale, ditch, road, roadbed, common area or utility service resulting from their own action or inaction, or the action or inaction of any resident of the lot, guest, invitee, or employee, including damage which is the result of any construction or work done on that owners lot. All repairs shall be completed in a manner to restore the damaged improvement to its condition prior to the damage.

16. Condition of Lot. Each lot owner will keep his lot in a presentable condition, free and clear of any debris and will keep all grass mowed. Any Lot on which a dwelling has not been constructed shall be mowed as necessary to keep grass or other ground cover from growing taller than six (6) inches in height. Any vegetable garden must be located "at the rear" of any lot (see paragraph 9 above for definition). With the exception of trash collection days, all trash containers shall be concealed from road and public view. In the event

than any such owner does not keep their lot in a presentable condition, Declarant or the Architectural Committee may, after reasonable notice, enter the lot and perform such work as is necessary to restore it to a presentable condition. The owner will then be liable to Declarant or to the Architectural Committee for payment of the cost of such work. No lot owner shall dispose of grass clippings or other debris on any vacant lot, street or common area within the neighborhood.

B. Homeowners Association

1. **Formation.** At or about the time of the recording of this Declaration, Declarant has caused Wolf Creek Homeowners Association (hereinafter called "the Association") to be formed by the filing of a Certificate of Incorporation in the Office of the Secretary of State of the State of Delaware. The Association is formed to operate, maintain and ultimately own the Common Property; to perform, administer and enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration, and any rules and regulations promulgated by the Association. The Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and the By-Laws. Subject to the limitations provided herein and in the Certificate of Incorporation and By-Laws, the Association shall have all of the powers and be subject to all of the limitations of a not-for-profit corporation as contained in Delaware statutes in existence as of the date of recording this Declaration and in its Certificate of Incorporation and By-Laws. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

2. **Membership.**

a. **General.** Each owner of any lot now or hereafter subjected to this Declaration shall automatically become a Member of the Association upon the incorporation of the Association with the Delaware Secretary of State. Membership shall continue until such time as the Owner transfers or conveys his interest in his lot, or his interest is transferred or conveyed by operation of law. No person or entity who holds an interest of any type or nature whatsoever in a lot only as security for the performance of an obligation shall be considered a Member. Declarant shall be considered a Member of the Association from and

after the date of recordation of this Declaration in the public records of the County and for so long as Declarant shall own one or more lots.

b. Voting. The Association shall have one (1) class of voting membership. All members of the Association shall be entitled to vote on all matters coming before the membership. Votes shall be cast or exercised by each Member in such manner as may be provided in this Declaration and in the By-Laws of the Association. The Members shall have one (1) vote for each lot which has been conveyed by fee simple title to the Owner and the deed therefore recorded in the public records of the County. Anything contained herein to the contrary notwithstanding, Declarant shall be entitled to cast that number of votes equal to the number of lots permitted within Wolf Creek, less the number of Lots to which Declarant has transferred fee simple to an Owner.

c. Assessments.

i. *Creation of the Lien and Personal Obligation of Assessments*. The Declarant for each lot owned by it within the subdivision hereby covenants and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay to the Association assessments imposed by the Declarant or by the Association. The assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was owner of such lot at the time when the assessment fell due.

ii. *Purpose of Assessments*. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in Wolf Creek and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of any common areas. The assessments, as related to the common areas shall include but not be limited to, the payment of taxes and insurance, repair, replacement and additions, and for the cost of labor, equipment, materials, management and supervision.

iii. *Right to Fix Annual and Special Assessments.* The Association may, at any time, and from time to time, set such annual or special assessments as it deems necessary to carry out the duties and obligations of the Association, as set forth herein and as it may change from time to time; provided, however, that any change in said assessment must be approved by two-thirds (2/3) of the votes which members and Declarant may be entitled cast, whether in person or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all members at least thirty (30) days in advance of the time set for the meeting, which notice shall set forth the purpose of the meeting. Such assessments shall be at the same rate for each and every lot, unless imposed because of a breach of this Declaration by any lot owner.

iv. *Due date of Assessments.* Such assessments shall be due on the date of commencement fixed by the Association at the time the assessment is approved or if not so set then as set by the Board of Directors of the Association.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable on the date of commencement. The assessment for any calendar year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the first assessment levied against any lot which is added to the lots subject to assessment at a time other than the beginning of any assessment period shall be pro-rated accordingly.

v. *Duties of the Board of Directors.* The Board of Directors of the Association shall prepare and maintain a roster of the lots subject to any assessment which shall be kept in the office of the Association and shall be open to inspection by any Lot Owner.

Written notice of any assessment shall be sent to every Lot Owner at least 30 days prior to its due date.

The Association shall, at any time furnish to any Lot Owner, who has paid an assessment, a written certificate signed by an officer of the Association, setting forth that the assessment has been paid. Such certificate shall be conclusive evidence of payment of the assessment.

vi. *Effect of Non-Payment of Assessment.* If any assessment is not paid on the date when due then such assessment shall be considered delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, become a continuing lien on the lot which shall personally bind the Lot Owner, his heirs, devisees, personal representatives and assigns.

If the assessment is not paid within thirty (30) days after the due date, a late fee equal to 20% of the amount due shall also be due and payable, and interest shall accrue on the amount due from the due date at the rate of twelve (12) percent per annum. The Association may bring an action at law against the Lot Owner(s) personally obligated to pay the same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney's fees together with the costs of the action.

vii. *Exempt Property.* The following property subject to this Declaration, shall be exempt from the assessments, charges and lien provided for herein:

- (a) all common areas;
- (b) roads, streets, and other portions of Wolf Creek dedicated to public use;
- (c) lots standing in the name of the Declarant not occupied or used for residential purposes.

Notwithstanding the provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

d. Administration of the Association. The business affairs of the Association shall be managed by or under the direction of the Board of Directors in accordance with this Declaration, the Certificate of Incorporation and the By-Laws. The Certificate of Incorporation and By-Laws may be amended in the manner set forth therein, but no such amendment shall conflict with the terms of this Declaration without the Declarant's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

e. Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to the assets, functions, affairs, or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after the Member's membership ceases, or while the member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the member is delinquent in the payment of any Assessment, dues or fees, or in violation of the Rules and Regulations promulgated by the Association, or in violation of any provision of this Declaration. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

f. Control by Declarant. Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Association until Declarant has closed the sale of all Lots within Wolf Creek, or until such earlier time as is determined by Declarant, in Declarant's sole discretion. At the time of turnover of control of the Association, the Declarant shall record a notice (the "Notice of Turnover") in the public records of the County. So long as Declarant retains control of the Association, Declarant shall have the right to appoint all members of the Board of Directors, all members of the Architectural Committee, and to approve the appointment of all officers of the Association, and no action of the membership shall be effective unless, and until, approved by Declarant. After turnover of control of the Association and so long as Declarant owns any property within Wolf Creek, the Declarant shall have the right to appoint one (1) member of the Board of Directors. Directors appointed by the Declarant need not be Members of the Association or Owners. In the event that Declarant shall enter into any contracts or other agreements for the benefit of Owners or the Association, Declarant may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept such obligations.

C. Architectural Committee

1. Architectural Committee. At any time after seventy-five percent (75%) of all lots within the subdivision have been transferred to owners other than the Declarant or members of Declarant, but no later than thirty (30) days after all of the lots within the subdivision have been sold, the Declarant shall appoint the Architectural Committee (the "A.C."), the members of which shall be lot owners or members of the Declarant. At no time shall the A.C. have less than three (3) members nor more than five (5) members. The members of the

A.C. shall serve for a term of three (3) years and may be reelected for successive terms. Elections shall be held by the A.C. members, every three years, or upon the resignation of any Member, upon such rules as the A.C. may adopt from time to time. After the initial A.C. has been chosen by Declarant, a majority of lot owners in the subdivision may at any time hold a special election to choose a new A.C., some or none of the members of which may have been members of the A.C. prior to the special election. In any such special election each lot identified in the subdivision shall be given one vote, and a majority of the lots eligible to vote must be in favor of the new members or the old members shall continue to serve.

2. Meeting and Decisions of the Architectural Committee. The A.C. shall establish such times, dates and frequency of meetings as is necessary for the review of plans and specifications submitted by Owners within thirty (30) days of submission. A quorum of a simple majority of the A.C. shall be required to review and take action on plans and specifications submitted for approval. The A.C. shall appoint a secretary who shall prepare minutes of each A.C. meeting, which minutes shall include all decisions of the A.C.

3. No Waiver of Future Approvals. The approval of the A.C. of any proposals, plans or specifications for any work done or proposed to be done, or in connection with any other matter requiring the approval and consent of the A.C., shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications or any matter subsequently or additionally submitted for approval or consent.

4. Variance. The Architectural Committee may authorize non-compliance with any of the provisions of the restrictions set forth herein, when circumstances such as topography, natural obstructions, hardship, location of property lines or where aesthetic or environmental considerations so require, but only in accordance with duly adopted Rules and Regulations. Such non-compliance may only be granted, however, when unique circumstances dictate and no such non-compliance shall (a) be effective unless in writing; (b) be expressly contrary to the restrictions set forth in these Restrictions; or (c) prevent the Architectural Committee from denying a non-compliance in other circumstances. For purposes of this subsection, the inability to obtain approval from any governmental agency, or to obtain the issuance of any permit, or due to terms of any financing commitment shall not be considered a hardship warranting approval of non-compliance with the provisions of the restrictions set forth herein.

5. Maintenance Inspections. The Architectural Committee may make inspections of the exterior of any improvement on any lot, as often as necessary, to assure proper maintenance thereof. In the event maintenance and/or repairs are deemed necessary by the Architectural Committee, the

owner shall be notified in writing of the nature of the repairs and/or maintenance required, and shall be given a reasonable time period in which to effectuate such repairs and/or maintenance. In the event owner fails to make such repairs and/or maintenance after notice and the lapse of such reasonable time, the Architectural Committee may make such repairs and/or maintenance and assess owner therefor.

6. Architectural Committee Not Liable. The members of the Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any lot in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

7. Written Records. The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five (5) years after approval or disapproval.

D. Approvals

1. Application for Approval of Improvements. No building, structure, driveway, fence, pool, addition, or other improvement (the "Improvement") shall hereafter be erected, placed, altered, changed, or remodeled on any lot, either permanently or temporarily, unless approved in advance by Declarant or the Architectural Committee.

a. At least thirty (30) days prior to the commencement of construction of the Improvement the owner of the lot shall submit to Declarant and Architectural Committee two sets of plans including:

- i. A plan showing all four elevations,
- ii. A description of all exterior materials and their color,
- iii. A site plan showing the proposed location of the Improvement on the lot,
- iv. A grading plan in conformity with all applicable soil and erosion control laws, regulations, ordinances and standards, and
- v. The name and address of the builder.

b. The Architectural Committee may establish fees for the review of the original plans and specifications submitted as well as subsequent plans and specifications, for alterations, modifications, additions, etc.

2. Rejection of Plans. Declarant or the Architectural Committee shall have the right to refuse the approval of such plans, specifications, site plan, and builder which are not, in Declarant's or the Architectural Committee's sole judgment, desirable for aesthetic or other reasons, and in so passing upon such plans, specifications, site plan, and builder, the Declarant or the Architectural Committee may consider, the extent of the Improvement, the harmony thereof with the surroundings, and the outlook from and enjoyment of adjacent or neighboring properties. Declarant or the Architectural Committee shall approve or disapprove said plans in writing, within thirty (30) days of their receipt of same. The lot owner shall be solely responsible for the implementation of any such approved plans. Any disapproval shall specifically state the reasons for the disapproval.

3. Approval of Plan or Part of Plan. Any such written approval of the plans by Declarant or by the Architectural Committee may include specific conditions which will be deemed accepted by lot owner unless a written request for clarification or reconsideration is received by Declarant or the Architectural Committee within five (5) days of its issuance of the approval.

4. Preliminary Approvals. Persons who anticipate constructing Improvements on lots within the subdivision, whether they already own lots or are contemplating the purchase of such lots, may and are encouraged to submit preliminary sketches of such Improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Architectural Committee to act intelligently to give an informed and preliminary approval or disapproval.

E. Miscellaneous

1. Further Subdivision: Joinder of Lots. The lots as shown on the Plot of the Subdivision may not be further subdivided and their boundaries may not be changed without the express written consent of Declarant or the Architectural Committee.

No lot shall be subdivided to form two (2) or more smaller lots. Whenever two (2) or more adjoining lots are acquired in a single ownership and

are devoted to use as a single building site for a residence, upon the written consent of the Declarant or the Architectural Committee, the adjoining lots shall then be defined as a "lot" for purposes of these restrictions. The owner of such lots shall not be required to comply with the side yard setbacks set forth herein, except that such owner shall be required to comply with the setbacks with respect to the outside lot lines of the combined lots. If two (2) or more lots are subject to such use as a site for a single residence, as aforesaid, any subsequent sale of an individual lot must meet, without exception, all setback requirements as set forth herein.

2. Enforcement. In the case of any violation or attempted violation of any restriction or covenant herein, it shall be lawful for any owner of any lot subject to these restrictive covenants to prosecute any proceeding at law or equity to prevent such violation or to recover damages or other dues for such violation. In the alternate, violation of any of the covenants herein will give Declarant or the Architectural Committee, in addition to all other remedies, the right after reasonable notice to enter upon the land on which the violation exists, and to abate and remove at the expense of the owner thereof any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provision hereof and Declarant or the Architectural Committee shall not thereby be guilty of any manner of trespass for such entry, abatement, or removal.

3. Invalidation in Part. Invalidation of any one of the covenants by judgment or court order shall in no way waive or affect any of the other provisions which shall remain in full force and effect.

4. Amendment. Declarant reserves the right to amend these restrictive covenants until such time as Declarant, its successors and or assigns, no longer owns any lot in the Subdivision. The Association shall thereafter have the right to amend as set forth herein. These Restrictions may be amended upon the recordation of an appropriate instrument in the public records of the County, subject, however, to the following provisions:

a. Except as provided herein below, an amendment initiated by any party other than Declarant must be approved by the affirmative vote of seventy-five percent (75%) of the lot owners entitled to vote, but until such time as Declarant relinquishes control to the Architectural Committee, as described herein above, all amendments must include the express written joinder and consent of Declarant.

b. These Restrictions may be amended upon the initiation of Declarant, at any time, upon approval by the affirmative vote of fifty-one percent (51%) of the lot owners entitled to vote, including Declarant.

c. The Declaration may be amended by Declarant, at any time, however, without approval of the other lot owners, for the purpose of subjecting additional real property to the provisions hereof, for the purpose of designating the basis of voting, membership, and assessment for such additional real property, for the purpose of granting easements to Declarant over any common lands, and for the purpose of complying with the requirements of government authorities and lenders, without the joinder or consent of owners, mortgagees, or any other party.

d. No amendment or change to these Restrictions or to the exhibits hereto shall be effective to affect or impair the validity or priority of any mortgage held by a mortgagee encumbering a lot, or to affect or impair the rights granted herein to mortgagees, without the written consent thereto of the mortgagee owning and holding the mortgage encumbering the lot, which consent shall be executed with the formalities required for deed and recorded with the amendment.

e. Any duly adopted amendment to these Restrictions shall run with and bind each lot subject to these Restrictions for the same period and to the extent as do the covenants and restrictions set forth herein.

5. Duration. All of the covenants, restrictions, and other provisions of these Restrictions shall run with and bind the lots subject to these Restrictions for an initial term of fifty (50) years from the date of recordation of these Restrictions, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the lot owners eligible to vote then existing, and by all mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

6. Covenants Running with the Property. The agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon the real property subject to these Restrictions and each portion thereof, shall run with the lots, shall be binding upon the lot owners of any portion thereof, and shall inure to the benefit of Declarant, and the lot owners.

7. Enforcement. Enforcement of covenants, restrictions, conditions, obligation, reservations, rights, powers, assessments, liens and other provisions

contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the real property subject hereto to enforce any lien created by these Restrictions. In the event that Declarant and/or the Architectural Committee fail to enforce the terms of these Restrictions, then any lot owner may do so. The failure or refusal of Declarant, the Architectural Committee or any lot owner to enforce any of the provisions of these Restrictions shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the lot owner in violation, provided that such proceeding results in a finding that such lot owner was in violation of the covenants and restrictions contained herein.

8. Notice. Any notice required or permitted to be given by these Restrictions shall be given or made in writing addressed:

If to Declarant at: 490 N. Dupont Highway, Dover, Delaware 19901.

If to any lot owner at: the last known address of the lot owner as it appears on the records of the Kent County Assessor at the time of such delivery or mailing.

If to the Architectural Committee at: the last known address of any member of the Committee, as reported to the lot owners by the Architectural Committee from time to time.

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective if personally delivered on the date of such delivery, or if mailed by certified mail, or by express mail (federal express, U.P.S. or other commercially recognized carrier), on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purposes of giving notice under this subsection, which thereafter, until charged by like notice, shall be the address of such party for all purposes of these Restrictions.

9. Additional Restrictions on Plot. In addition to these Restrictions the real property subject to these Restrictions shall be subject to the additional covenants, restrictions, reservations and other terms and provisions set forth in the Plots of portions of the lots subject to these Restrictions, which are recorded or to be recorded in the public records of the County. In addition, each

lot owner must abide by all applicable laws, regulations and ordinances of the federal government, the State of Delaware, and the County.

10. Effect of Law. These covenants, easements and restrictions shall not supersede any applicable laws and ordinances, and in compliance with these covenants, easements and restrictions and shall not necessarily constitute compliance with any applicable law or ordinance.

11. No Forfeiture of Title. The violation of any of these covenants, easements and restrictions shall not cause or result in any forfeiture or reversion of the title to any lot.

12. Grantee's Acceptance. The owner of any lot, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, shall accept such deed or contract upon and subject to each and all of these covenants, easements, restrictions, reservations and agreements herein contained, and also the jurisdiction, rights and powers of Declarant and/or of the Architectural Committee and any such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and/or the Architectural Committee, and to and with the grantees and subsequent owners of each of the lots, to keep, observe, comply with and perform said covenants, easements and restrictions.

13. Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

14. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

15. Captions. The captions used in these Restrictions and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of these Restrictions or any exhibits hereto.

16. Effective date, These Restrictions shall become effective upon its recordation in the public records of the County.

(seal)

By: _____
Thomas J. Burns, Managing Member

STATE OF DELAWARE:

: ss.

COUNTY OF KENT :

BE IT REMEMBERED, that on this _____ day of _____, 2004, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Thomas J. Burns, the Managing Member of Wolf Creek, LLC, a Delaware Limited Company, known to me personally to be such, and acknowledged this Indenture to be the act and deed of the LLC, the Act of sealing, executing and acknowledging and delivering said Indenture having been duly authorized by the members of Wolf Creek, LLC.

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

Notary Public