

COVENANTS

FOR

BRIDGEVILLE CHASE

BRIDGEVILLE, DELAWARE

1. RESIDENTIAL USE. Each lot or given land area located in Bridgeville Chase shall be solely and exclusively used for residential purposes or for recreational purposes incident thereto except for those areas dedicated to use of stormwater management or erosion control. No structural or other improvements, except as herein provided, shall be erected as herein provided, shall be erected, altered, placed, used or permitted to remain upon any such numbered lot in Bridgeville Chase.

2. SINGLE FAMILY DWELLINGS. Bridgeville Chase is hereby established as a restricted development or neighborhood for single family detached dwellings. 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.

3. DWELLING SPECIFICATIONS. Only one (1) detached single family dwelling may be placed, erected, altered and occupied upon any numbered lot in Bridgeville Chase except that a single dwelling may be erected across the boundary line of two (2) or more contiguous lots owned by the same person or persons. Each such dwelling shall not exceed thirty-five (35) feet in height, and the square footage of usable living area there of shall not be less than one thousand four hundred (1,400) square feet, exclusive of all porches, breezeways, carports, basements, attics, garages, terraces and stoops. All homes must have a legible house number somewhere on the property, the size and location of which must be approved by the Declarant or Association created herein.

4. DWELLING PLAN REVIEW. No house, dwelling, accessory building or landscape design shall be commenced, erected, nor any addition to, nor alteration thereto shall be made until house plans, specifications, and landscaping design showing nature, shape, height, materials, floor plan, color scheme, and location shall have been submitted to and approved in writing by Declarant or the Association created herein, its successor or assignee.

5. LOT DIVISION. No residential lot within Bridgeville Chase shall be resubdivided or otherwise alienated into a lesser or smaller area. This shall not prohibit

the construction of one residence upon two or more lots of the subdivision of a lot with the subsequent recombination of the subdivided portions with contiguous lots to create larger lots. Such expanded parcels shall be a part of a resubdivision plan of Bridgeville Chase, which subdivision revision shall bear approval of the Declarant herein or its successors and assigns, and which subdivision shall have been recorded in the Office of the Recorder of Deeds, in and for Sussex County.

6. SETBACKS. The following setback lines are hereby established and no building nor any part thereof shall be erected within the setback requirements, except as provided herein:

(a) The front yard setback of the dwelling on all lots shall be sixty (60) feet from the nearest right-of-way line. The dwelling shall front or face toward the street.

(b) The rear setback line of the dwelling shall be twenty-five (25) feet from the rear line.

(c) There shall be two (2) side yards, each of which shall be at least twenty-five (25) feet in width.

(d) No accessory building shall be located forward of the front dwelling.

For purposes of the above setback requirements, eaves, steps and unroofed terraces shall not be considered part of any building or structure. The setback requirements shall be subject to those contained in the Code of Sussex County which if more restrictive than those contained herein shall govern.

7. AESTHETICS PRESERVED. In order to provide unobstructed views of the surroundings and to restrict the erection or placement of improvements or objects that detract from the overall appearance of Bridgeville Chase, the following restrictions shall apply:

(a) Fuel tanks, gas tanks or similar storage receptacles shall be buried underground if permitted by the rules and regulations of the Delaware Department of Natural Resources and Environmental Control. Otherwise, such tanks may only be used if enclosed with fencing approved by the Declarant or the Association and if placed at the rear of the dwelling.

(b) Only in-ground swimming pools shall be permitted to be constructed.

(c) All accessory buildings must be reviewed and approved by the Declarant or Association.

(d) No structure of any temporary character and no trailer, mobile home, shack, or other outbuildings, except as provided herein, shall be placed on any numbered lot or given land area within Bridgeville Chase at any time except during periods of construction for storage of materials, and such temporary structures for storage of materials shall not in any event be used for living quarters and must be removed within ten (1) days of the issuance of any certificate of occupancy.

(e) No boat trailer, boat, travel trailer or camper of any type shall be semi-permanently or permanently placed or stored forward of the front of the dwelling.

(f) No wholly or partially stripped down motor vehicle or battered motor vehicle shall be permitted to be parked on any lot or on any street in Bridgeville Chase.

(g) No advertising signs shall be permitted on any numbered lot or given land area in Bridgeville Chase, except during time of construction. All signs must be removed within ten (10) days after completion of construction. A sign offering the premises for rent, or sale, or both may be displayed upon the lot or given land area which is for sale or rent, but may not be larger than the standard realtor signs.

(h) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers which are securely fastened to prevent dispersal of such materials by raccoons, opossums, dogs or cats. Such containers shall be kept in an appropriate area which is concealed from public view.

(i) No fence, hedge, wall or other dividing instrumentality (hereinafter "fences") shall be constructed or maintained on any lot, excepting that:

1. fences up to six (6) feet in height may be erected in the rear yard of any lot;
2. hedges may be planted forward of the rear yard of any lot but may not exceed four (4) feet in height; and
3. temporary fences may be erected during periods of construction.

Nothing contained herein shall require any lot owner to remove or trim naturally growing trees or shrubbery on any lot, except in storm water management areas (see Section 22).

(j) Television antennas shall be permitted but must be located on rear roof, or behind an accessory building. Satellite dishes may be installed in rear yards, not closer than fifteen (15) feet to property lines.

8. DWELLING CONSTRUCTION. The following general prohibitions and requirements shall apply to construction or other activities conducted on any numbered lot or given land area in Bridgeville Chase:

(a) In order to ensure the development and maintenance of Bridgeville Chase as a residential community of high standards, Declarant or the Association, or its successors, shall be vested through its powers to control all buildings, structures, or improvements to be placed upon any lot or other land within Bridgeville Chase. The power to review plans until such time as the power is turned over to the Homeowner's Association will be vested in Declarant.

(i) The owner of each and every lot or other land area within Bridgeville Chase, by accepting title thereto, or by occupying the same, hereby covenants and agrees that no building, structure, or other improvement shall be erected, altered, rebuilt, placed, or permitted to remain upon any such lot or other land area, unless and until the plans and specifications therefore shall have first been approved in writing by the Declarant or the Association, or its successors, and that each such building, structure or other improvement shall be erected, altered, rebuild, placed, or permitted to remain upon any such lot or other land area only in accord with such approved plans and specifications therefor.

(ii) Refusal to approve any such plans and specifications by Declarant or the Association or its successors may be based on any ground whatever, including purely aesthetic grounds, which shall seem sufficient in the sole discretion of the Declarant or the Association, or its successors. If the Declarant or the Association or its successors shall fail or neglect to disapprove any such plans and specifications within thirty (30) days after written request, written approval shall not be required. Provided, however, that no building, structure, or improvement shall be erected, altered, rebuilt, placed, or permitted to remain upon any such lot or other land area which violates any of these covenants as hereinbefore or hereinafter set forth.

(b) Once construction of any structure has been commenced, such construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder, or contractor, as the case may be. Cessation of work before completion of any structure once started and continuance of such cessation for a continuous period of sixty (60) days shall be Prima Facie evidence of an attempt to abandon the structure, which shall thereafter be deemed to be a nuisance and must be removed.

(c) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications, and a letter of completion issued by Declarant or the Association stating that all building specifications and set backs have met with approval. In conjunction with the letter of approval the Declarant or the Association will be permitted to inspect the building site during construction to monitor and enforce restrictions and building guidelines.

9. DWELLING RECONSTRUCTION. If all or a portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

10. SEEDING BOND. It shall be the responsibility of each lot owner to seed and maintain in a clean and orderly condition the planting area between the paved roadway and the property line of that lot. Upon initial construction of a new home, the contractor or property owner must post a Three Hundred Dollar (\$300.00) refundable cash bond to be used for maintenance regarding the seeding of the shoulders in front of each lot upon which the house is being constructed. Upon completion of the home if the shoulders are found in proper condition the full amount of deposit will be returned. However, if reseeding and regarding the shoulders are necessary, the cost will be deducted from the bond.

11. VEHICLE PARKING AND DRIVEWAYS. Each lot owner shall provide two (2) parking spaces for vehicles off of the roads and ways of Bridgeville Chase. All driveways must be either tar and chip, asphalt, hot mix, or concrete. No loose stone driveways will be accepted. No vehicles, except as may reasonably be classified as passenger cars, station wagons, vans, or pickup trucks of 1 ton or less shall be regularly parked upon any lot where they may be seen from the common area.

12. NUISANCE ABATEMENT. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds upon such lot which shall tend to substantially decrease the beauty of the specific area. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done on any lot to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained on any lot any plant, animal, device, or thing of any sort the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant, or of such a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof.

13. WASTEWATER. No toilet, sewage disposal system, or cesspool shall be maintained or used upon any lot or land area located in Bridgeville Chase excepting where the same is used in combination with a septic tank. All septic tanks shall be constructed and maintained in accordance with the rules and regulations established by those health authorities having jurisdiction over Bridgeville Chase. Whenever public sewer mains are made available to any lot in Bridgeville Chase, all premises adjacent to such public sewer mains shall be connected to said mains at the expense of the owners of

such lots. Declarant or the Association must approve the location of any and all wells and septic installation.

14. DWELLING RENTAL. Any owner of any lot in Bridgeville Chase development may rent his or her property for the sole purpose of residential occupancy. All covenants, restrictions, rules and agreements are applicable to such rentals and those persons leasing said property must be given by the owner of the property copies of all applicable covenants, restrictions, rules and agreements in order that they be served with notice of same.

15. PLOTTED STREETS ONLY. No portion of any lot shall be used as a street or right-of-way for ingress or egress, except as herein provided. This shall not include private access drives or walkways created within the boundaries of the lot for the owners sole use and service thereto.

16. ANIMALS. No animals, livestock, reptiles, insects or poultry of any kind shall be raised, bred, or kept on any lot. However, dogs, cats, and other common household pets may be kept on lots subject to such rules and regulations as may be adopted by the Declarant or the Association, so long as they are not kept, bred, or maintained for commercial purposes. Furthermore, the number of domesticated animals shall be limited so as not to constitute a kennel operation.

17. HOMEOWNER'S ASSOCIATION. To assure the orderly maintenance and preservation of Bridgeville Chase, Declarant establishes herein a homeowner's association, subject to the following:

(a) Every person, firm or corporation who has acquired title, legal or equitable, in any lot or given land area in Bridgeville Chase shall become a member of the Bridgeville Chase Homeowner's Association; provided, however, that such membership is not intended to apply to those persons, firms or corporations who hold an interest in any such lot merely as security for the performance of any obligation to pay money; namely, mortgages, deeds of trust, or real estate contract purchases. However, if such persons, firms or corporations should realize upon their security and become the real owner or owners of a lot within Bridgeville Chase, such persons, firms or corporations will then be subject to all the rights, requirements, limitations and obligations imposed in these

Restrictions on such owners within Bridgeville Chase and all members of the Association, including those provisions with respect to the payment of an annual charge.

(b) The general purpose of the Association is to further and promote the community welfare of property owners of Bridgeville Chase.

(c) The Association shall also be the means for the promulgation and enforcement of all regulations and restrictions contained herein.

(d) The Association shall have all the powers that belong to it by operation of law. The Association shall be governed by a Board of Directors of not less than two (2) nor more than five (5) members, all of whom shall be property owners or officers of corporations owning a lot or lots in Bridgeville Chase, as well as to appoint the respective successors thereof. After the sale of seventy-five percent (75%) of the number of lots laid out by it in Bridgeville Chase, such Board of Directors shall be selected, elected and appointed by the vote in person or by proxy of the owners of the majority of the lots located in Bridgeville Chase, the owner or owners thereof to have one (1) vote for each lot owned by him, her, them, or it, as the case may be. Upon the establishment of the Board of Directors in the manner aforesaid, such Board of Directors shall thereupon succeed to all the powers, privileges, rights and authority reserved by, vested in, or exercised by the Declarant, its successors and assigns.

18. ASSESSMENTS AND EXPENSES. In order to fund and pay for the maintenance and preservation of Bridgeville Chase, Declarant hereby provides:

(a) Declarant covenants for each lot within the subdivision, and each owner of a lot is deemed to covenant by acceptance of such owner's deed for such lot, whether or not it shall be so expressed in the deed, to pay to the Declarant, or its successors and assigns, including the Homeowners Association formed pursuant to these Restrictions:

(i) annual assessments, which shall be, for the years 1992 and 1993, \$100.00 per lot per year, and:

(ii) special assessments for capital improvements.

(b) The annual assessments levied by the Declarant, or its successors and assigns, shall be used exclusively to promote the health, safety and welfare of the residents of Bridgeville Chase, and for the improvement and maintenance of the common areas. Annual assessments shall include, and the Declarant or the Association, or its successors and assigns, shall require and pay for out of the funds derived from the annual assessments, the following:

(i) Maintenance and repair of the common area, including the subdivision road entrances and signs;

(ii) Acquisition of furnishings and equipment for the common area as may be determined by the Declarant or the Association, or its successors and assigns, including without limitations, all equipment, furnishings and personnel necessary or proper for use of the recreational facilities, if any, and for the maintenance and repair of storm water drains, storm water drainage basins, and other drainage facilities. It is expressly recognized that the storm water drainage areas for the subdivision shall be privately owned in fee by adjacent lot owners, who shall have the title ownership and right to use such areas. However, it shall be the express obligation of the Declarant or the Association, or its successors and assigns, to pay for any and all maintenance, repair, erection or correction to the storm water drainage structures. The Declarant's or Association's maintenance obligation shall include but not be limited to removal, repair or replacement of any storm water management piping, swales, ditches, retention ponds or other structures specifically engineered to accommodate storm water runoff for Bridgeville Chase. It does not include lawn mowing or simple repairs to the area not within the scope of the storm water management requirements, which tasks shall remain the responsibility of the fee simple owner.

(iii) The Association shall attempt to procure a standard public liability insurance policy insuring the Declarant or the Association, or its successors and assigns, against claims arising out of their occupation and/or use of the common area including the maintenance and repair of the

storm water drainage areas if the injury to any such person or invitee is determined to be the fault of the Declarant or the Association, or its successors and assigns, for defective repair, maintenance, erection or correction thereof. The policy limit shall be set by the Declarant or the Association, or its successors and assigns, and is to be reviewed at least annually and increased or decreased in the discretion of the grantor, or its successors and assigns.

(iv) A standard fidelity bond covering all members of the Declarant, or its successors and assigns, or the Board of Directors of the Association, and all other employees of the association in an amount to be determined the Board of Directors.

(v) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments that the Declarant or the Association, or its successors and assigns, is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Declarant, or its successors and assigns, for the operation of the common area, for the benefit of lot owners, or for the enforcement of these restrictions.

(vi) The Declarant, or its successors and assigns, or the Board of Directors of the Association, may fix the annual assessment at an amount which in their discretion they feel to be necessary to cover the cost of the items required to be maintained as delineated above.

(c) Such assessments will be established and collected as provided in this instrument. The annual and special assessments, including interest, costs, and reasonable attorneys fees, shall be a charge on the land and a continuing lien on each lot against which an assessment is made. Each such assessment, with additions, shall run with the land and in the event it is unpaid, the Declarant, or its successors and assigns, including the Homeowners Association, may seek to lien the property to collect the assessment. At any time the lot is reconveyed by a

prior grantee, the assessment shall be payable upon conveyance if is not already paid for the assessment period.

19. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Declarant, or its successors or assigns, may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common area, including fixtures, personal property relating to the common area, the storm water drainage facilities, or any other common purpose. Any such assessments must be approved by a majority of Board of Directors.

20. ANNUAL ASSESSMENTS. Each lot owner in Bridgeville Chase Covenants and agrees to pay prior to the establishment of the Association and to such Association after its formation, or to its successors and assigns, at settlement and by January 31st of each year thereafter an annual assessment. The first annual assessment shall be adjusted according to the number of months remaining on the applicable calendar year. The Declarant, or its successors and assigns, or the Board of Directors of the Association, shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date for such assessments and shall fix the date such amounts become due. Notice of the annual assessments shall be sent to every lot owner subject to such assessment. The Declarant, or its successors and assigns, or Board of Directors of the Association, on demand and for a reasonable charge, shall furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid. If the assessments herein are not paid within thirty (30) days of when due, the assessment shall bear interest from the date of delinquency at the legal interest rate permitted by 6 Del. C., Section 2301, as amended.

21. ASSESSMENTS APPLICABILITY. Notwithstanding anything contained herein to the contrary, only improved lots shall be subject to special and annual assessments. Improved lots, for the purpose of levying assessments, shall be those lots which have been provided with telephone and electric utilities and have completed and accepted road frontage. It is anticipated that these would be the only areas with common area, stormwater drainage facilities, or any other common maintenance and repair requirements.

22. UTILITY EASEMENTS. There is hereby reserved along the side and rear lot line of each numbered lot or given land areas in Bridgeville Chase an easement of ten (10) feet in width for utilities and drainage.

Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may damage, interfere with or change the direction of flow of drainage facilities in the easement. The easement area of each lot and all improvements on such lot shall be continuously maintained by the owner or owners of such lot, except for improvements or maintenance of which a public authority or utility company is responsible.

No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right of way and such easements, reservations and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be opened and accessible to Declarant, and Declarant' successors and assigns, and to any governmental unit requiring access, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved, including without limitation storm water management.

23. RIGHT OF ENTRY. Declarant, or its successors and assigns, or the Association through its authorized employees and contractors, shall have the right, after reasonable notice to the owner or owners, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized in this declaration. In the event there is an emergency situation which arises in regard to the water flow structure, the owner of the lot by accepting these declarations authorizes without notice for the Declarant, or its successors and assigns, or the Association, or its employees and contractors, to enter upon the lot to correct such emergency situation.

24. PARTITION. There shall be no judicial partition of the drainage area, nor shall Declarant, or any owner or any other person acquiring any interest in any part of the subdivision, seek judicial partition thereof. The owners of the lots adjacent to the

drainage areas who purchase such areas and become the record owners shall be precluded by accepting these declarations from seeking any type of partition of the drainage area from the balance of the lot. In the event such a partition action is undertaken, the Declarant, or its successors and assigns, or the Homeowner's Association or any other individual lot owner, shall have the right to seek an injunction preventing such partition or to enter a defense to a partition petition which may be filed.

25. NO LIABILITY. Nothing contained herein shall be construed in any manner so as to impose upon the Declarant or the Association, its successors or assigns, any liabilities for injury or damage to property and/or persons by reason of the use of the ways, roads, streets, lands, easements, common areas, entrance ways, or similar like conditions, or any of them in Bridgeville Chase.

26. MUTUAL BENEFIT. The Restrictions and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot or given land area in Bridgeville Chase and are intended to create mutual, equitable servitude's upon each of said lots or given land areas in favor of each and all other lots therein; to create reciprocal rights between the respective owners of all the said lots; to create a privity of contract and estate between the grantees of said lots and given land areas, their heirs, executors, administrators, successors or assigns, and shall, to the owner or owners of each lot or given land area, run with the land for the benefit of each and all other lots and given land areas and their respective owners.

27. REMEDIES FOR VIOLATION. The owner of any lot or given land area to whose benefit these Restrictions inure may proceed at law or in equity to prevent, after fifteen (15) days notification by certified or registered mail, the occurrence, continuation or violation of any of these Restrictions and in any such action the successful party shall be entitled to reasonable expenses in prosecuting such action, including reasonable attorney's fees. The remedies specified herein are cumulative and a specification 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. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any of these Restrictions shall be held to be a waiver of that party or an estoppel of that party to assert any rights

available to him upon the reoccurrence or continuation of such violation or the occurrence of a different violation.

28. AMENDMENTS. These Restrictions may be amended solely by the Declarant until at least seventy-five (75%) of the ninety-four (94) lots in Bridgeville Chase approved by the County of Sussex have been sold, and then at such time when the Homeowner's Association is turned over to the property owners. At that point these restrictions may be amended with the written consent of not less than sixty percent (60%) of the owners of all the lots in Bridgeville Chase. The required percentage of the owners of the various lots or given land areas in Bridgeville Chase shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to these Restrictions or any of them at any time thereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect when a copy thereof executed and acknowledged by each of the lot owners who assent thereto in accordance with the usual form of execution and acknowledgment of deeds to land shall have been 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 the obtaining of any such written consents, each owner, including the Declarant, shall have as many votes or consents as he may own lots or given land areas situated in Bridgeville Chase. The right and privilege granted herein to waive, abandon, terminate, modify, alter, change, amend or add to these Restrictions or any of them does not extend nor apply to the waiver, abandonment, termination, modification, alteration, change, amendment or addition to the plot of Bridgeville Chase as the same presently appears of record, nor to the location of the various streets, roads, thoroughfares, or ways shown thereon, neither of which shall be abandoned, terminated, waived, modified, altered, changed, amended, or added to without the express written consent of Target Properties Associates, L.P. being had and obtained.

29. SEVERABILITY. The invalidating of any one of the foregoing Restrictions by any court or competent jurisdiction shall in no way affect or impair the full force and effect of all other Restrictions set forth herein, and in any such event, all other Restrictions not expressly invalidated thereby shall remain in full force and effect.

30. HEADINGS. The paragraph headings are for identification purposes only and are not be given substantive meaning.