

5653

DECLARATION OF RESTRICTIONS
APPLICABLE TO RAMSEY RIDGE

THIS DECLARATION, made this 24th day of June, A.D. 1986, by RAMSEY RIDGE JOINT VENTURE, a Delaware General Partnership, (hereafter "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple title of:
ALL THAT CERTAIN lot, piece or parcel of land comprising 175.085 acres situate in Mill Creek Hundred, New Castle County and State of Delaware, being more particularly described by a plan of Hillcrest Associates, Inc., dated May 13, 1986, and in the description which is attached hereto as Exhibit "A" and incorporated herein by reference (hereafter "Ramsey Ridge").

WHEREAS, the said Declarant desires to declare and set forth restrictive covenants and deed restrictions respecting the use of Ramsey Ridge, and to further provide for the maintenance and repair of common areas and roads thereon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Declarant does covenant and declare that it shall hold and stand seized of the lands described on said Exhibit "A" hereto under and subject to the following restrictions, easements, covenants, agreements, conditions and reservations (hereafter "Declaration of Restrictions"), which it has hereby agreed shall be covenants running with the land included within the aforesaid

metes and bounds as shown on Exhibit "A", and which shall be binding upon the Declarant, its successors, administrators and assigns, and which said Declaration of Restrictions are hereby imposed for the equal benefit of each lot or parcel of land included within the aforesaid metes and bounds.

1. This Declaration of Restrictions shall run forever with the land included within the aforesaid metes and bounds unless such a duration would be contrary to any rule of law in which event said restrictions shall be effective for so long as permitted by law and in no event less than twenty (20) years from the date hereof. These restrictions shall be binding upon the Declarant hereto, its successors and assigns, and all persons claiming under it for said duration.

2. Subdivision of lots in Ramsey Ridge shall be subject to the prior written approval of Declarant. No re-subdivision of any lot shall be permitted without the prior written approval of Declarant. All lots included within the aforesaid metes and bounds shall be known and described as residential lots and no building shall be erected, placed or permitted to remain on any residential building lot in Ramsey Ridge, other than one detached single-family dwelling house (not to exceed two and one-half (2 1/2) stories in height or three (3) stories on the downslope side of dwelling) and a private garage for the exclusive use of the owner or occupant of said dwelling.

3. No building, structure of any kind, ornaments, fence, pond, shelter, trees or other plantings, tennis court, swimming pool, outside lights, radio or television antennae,

satellite dishes, streets, roads, driveways and parking areas, or other structure shall be constructed, erected, placed, replaced, moved, removed or altered on any lot unless and until the proposed building plans, set-backs, specifications, materials, exterior color or finish, elevation, site layout and/or plot plan showing the proposed location of such buildings, structure, ornaments, fence pond, shelter, trees and planting plan, tennis court, swimming pool, outside lights, antennas, streets, roads, driveways and parking areas, and other structures, identification of contractor and construction schedule, shall have been submitted in writing to and approved by an Architectural Review Committee (hereafter "ARC") for the purpose of approving all construction, improvements, site and location of buildings or structures, planting plans and similar matters within Ramsey Ridge. Approval of plans, set-backs, location, alterations, specifications, materials, exterior color or finish, elevation, site layout, plot plan and the other matters as aforesaid may be refused by the A.R.C. upon any ground, including safety or purely aesthetic considerations, which in the sole and absolute discretion of the A.R.C. shall seem sufficient; provided, however, that the A.R.C. shall have thirty (30) days from the actual receipt of written submission of said plans and like matters as aforesaid sent by United States Postal Service, registered mail, or other request requiring A.R.C. approval sent by United States Postal Service, registered mail, to review said plans and like matters as aforesaid. Failure of the A.R.C. to respond within such time shall be deemed an approval. No

alterations in the exterior appearance of any building or structure shall be made unless approved by the A.R.C. Neither the A.R.C. nor its expressly designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.

The A.R.C. shall approve the location and design of all septic systems and the location of all potable water supply systems on all lots in Ramsey Ridge, which approval shall be evidenced by a writing signed by a member of the A.R.C. after the submission to the A.R.C. of a site plan which shows the location of the proposed septic systems and the proposed water supply systems. Within fourteen (14) calendar days of the respective installation of each system, an "as built" site plan shall be submitted to the A.R.C. which shall show the location of the "as built" septic system or the "as built" water supply systems. In the event that the "as built" septic system or the "as built" water supply system shall be built and located contrary to the site plan as submitted and as approved and shall in the opinion of the A.R.C. disclose a potential for polluting or being polluted by a neighboring system or systems whether or not said neighboring system or systems be then built, the said "as built" systems shall be moved or reconstructed as directed by the A.R.C. at the expense of said lot owner.

This paragraph shall also be applicable to any extension or modification of any system or systems existing as of the date of the signing of this Declaration of Restrictions as

well as to any new system or systems on a lot with a system existing as of that date.

In respect to maintenance of septic systems, all septic systems shall be properly maintained and septic tanks shall be cleaned and/or pumped at least every two (2) years and more often if necessary. No flood water, drains, spouting, French drains or other water disposal systems shall be connected to the sewage disposal system which shall be reserved for the disposal of raw sewage and other household waste.

Declarant and the Ramsey Ridge Service Corporation (see paragraph 19 below) shall have the right to enforce the maintenance and repair of septic systems, as above provided herein, and shall have the further right to enter upon any lot or lots and clean and pump the said septic systems, all at the expense of the owner of said lot or lots.

4. The powers and duties of the A.R.C. shall cease at the time Declarant, and/or any entity, organization or individuals connected or related to Declarant, conveys all of its interest in Ramsey Ridge to any subsequent grantees who have or will construct residences in Ramsey Ridge or to the Ramsey Ridge Service Corporation. Thereafter, the powers and duties of the A.R.C., as enumerated in this Declaration of Restrictions, shall become vested in the Ramsey Ridge Service Corporation.

5. The Architectural Review Committee shall be made up of at least two, but no more than three, individuals including William D. Dalusio of 1244 West Chester Pike, Suite 406, City of West Chester, County of Delaware, Commonwealth of Pennsylvania,

(hereafter "Dalusio"), and one representative of Patterson-Schwartz Realtors, Inc., a Delaware Corporation, (hereafter "Patterson-Schwartz"). In addition, should Dalusio and Patterson-Schwartz mutually agree, a third individual may be added to the A.R.C. Dalusio, his successors, heirs and assigns shall be a permanent member of the A.R.C. A member of the A.R.C. from Patterson-Schwartz shall be appointed by Patterson-Schwartz, but if such appointee or any successor appointee is not satisfactory to Dalusio as he in his sole discretion determines, said person shall at the written request of Dalusio be replaced by Patterson-Schwartz.

The A.R.C. shall vote on all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters concerning Ramsey Ridge as aforesaid submitted to it for approval. A two-third majority vote is required for the approval of any and all matters submitted to the A.R.C.

6. All construction, building, electrical, heating, air-conditioning, plumbing and any and all other work must be performed in accordance with the applicable existing laws, rules and regulations governing the same and shall be subject to inspection and approval by properly authorized inspectors.

7. There shall not be erected, permitted or maintained upon any of the lands conveyed in this subdivision, any trailer, tent, shack, shed, barn, stable, cattleyard, hog pen, fowl yard, above-ground pool or building of any nature or description except a residence, garage or other accessory structure, constructed in

accordance with these restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution, nor shall any animals, other than domestic animals or pets, or any form of business be housed or maintained or kept on said land; nor shall any subsequent owner of these lands permit the accumulation of wild growth, logs, fallen trees, litter, new or old building materials (for other than immediate use), or other trash upon said lands, thereby creating an unsightly, unsanitary or unsafe condition.

8. No signs, notices, or advertising matter of any nature, or description shall be erected, used or permitted upon any lots or ways, without the prior written permission of the Declarant.

9. No trucks, tractors, derelict cars, commercial and recreational vans, boats, trailers, mobile homes, campers or other recreational vehicles as defined in 21 Del. C. §101 (29) shall be maintained or parked on any lot or street of the herein described property, unless parked or stored in a closed garage.

10. No pigs, chickens, poultry, rabbits, cattle or horses shall be kept or placed upon any portion of the above described tract.

11. Each lot owner shall prevent the development of any unclean, unsanitary, unsightly or unkept conditions of buildings or grounds of this lot which shall tend to decrease the beauty or safety of the area as a whole or the specific area.

12. Each lot owner shall provide receptacles for garbage, not generally visible from the common private streets

and roadways of Ramsey Ridge, or provide underground garbage receptacles. All laundry drying areas shall be so located or screened to be concealed from view of passers by on the common private streets and roadways of Ramsey Ridge.

13. Whenever the Declarant or the Ramsey Ridge Service Corporation is permitted by these covenants to correct, repair, clean, preserve, clear out, or perform any action on the property of any lot owners, entering the lot and taking such action shall not be deemed a trespass.

14. No unlicensed motor vehicles shall be used on any area located within Ramsey Ridge, and no licensed motorcycles shall be used on any area located within Ramsey Ridge except where used for ingress or egress to or from dwellings and there shall be no "joy riding" on any part of Ramsey Ridge. All vehicles shall contain properly functioning mufflers.

15. If the Declarant hereto, or any of its successors or assigns or any one claiming under it, or any person owning any said lot or occupying any said house, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant or its designated representatives or any person or persons owning any real property situate within said metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent it or them from so doing and/or to recover damages or other dues for such violation; provided, however, that Declarant, its successors or assigns, shall have no liability whatsoever based on its failure to enforce these

restrictions and nothing herein shall be construed in any manner to impose any liability on Declarant, its successors and assigns.

16. Invalidation of any one of the covenants contained herein or any part or subpart of any covenant herein by valid judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. An easement ten (10) feet in width is hereby reserved over the rear and side lot lines of each lot laid out on the above-described tract of land for utility and drainage purposes, including the right of installation and maintenance of said public or private utilities, said reservation and easement to be jointly for the benefit of Ramsey Ridge and the owners of lots in the above-described lots of land. All utility lines shall be underground, except as specifically approved by the A.R.C.

18. No buildings, structures, ornaments, fences, shelters, streets, roads, driveways, parking areas or other structures shall be constructed, erected, placed, replaced or renovated over those rear portions of lots 73, 72, 71, 69, 68, 67, 66, 65, 64, 63, 59, 58, 43, 42 and 36 in Ramsey Ridge identified as subject to a Rear Yard Building Restriction in the Record Major Subdivision Plan dated May 13, 1986, prepared by Hillcrest Associates, Inc., recorded in the office of the Recorder of Deeds of New Castle County, State of Delaware on June 11, 1986 at microfilm record number _____, being more particularly described in the legal description which is attached

hereto as Exhibit "B" and incorporated herein by reference (hereinafter the "Conservation Area").

19. In order that the common private streets and common private roadways, as provided herein, shall be maintained in accordance with New Castle County Code Section 20-70 subsection (c) and (d), and in order to provide for the common safety and wellbeing of residents of Ramsey Ridge, as well as the benefit of New Castle County, there shall be organized a maintenance corporation known as Ramsey Ridge Service Corporation (hereinafter the "RRSC"), whose members shall be all of the record owners of the Ramsey Ridge land.

(a) The purchaser of any lot in Ramsey Ridge by the acceptance of a deed to said lot, obligates and binds himself or herself, his or her heirs and assigns, to become a member of the aforesaid maintenance corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said corporation, but no owner shall have more than one membership.

(b) Each owner of any lot or lots, by acceptance of a deed therefore, is deemed to promise, covenant and agree to pay to the maintenance corporation (1) annual assessments or charges and (2) special assessments for capital improvements, or other purposes, such assessments to be fixed, established, and collected from time to time as hereinafter required, provided that all assessments must be fixed at a uniform rate for all lots. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall be a lien upon the land of

said owner in Ramsey Ridge and , in addition, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the association shall be used exclusively for the purpose of the improvement and maintenance of the said common private streets and common private roadways and for performing all other acts RRSC is authorized to perform under these restrictions.

In addition, after the first seventy-seven (77) lots in Ramsey Ridge have been conveyed by Declarant, and/or any entity, organization or individuals connected or related to Declarant, to subsequent grantees who have or will construct residences in Ramsey Ridge, title to all common private streets and common private roadways shall be conveyed by Declarant to RRSC which shall then assume responsibility for the payment of all taxes, assessments, licenses, and permit fees, levies, and all other governmental charges pertaining to said common private streets and roadways. Declarant expects that additional lots will be created by subdivision of areas referred to as lots 78, 79 and 80 on the Ramsey Ridge Record Major Subdivision plan dated May 13, 1986 as revised June 12, 1986 and recorded in the office of the Recorder of Deeds of New Castle County at microfilm number _____, and that common private streets and common private roadways will also be created in Ramsey Ridge to service these additional lots. After any such additional lots in Ramsey Ridge have been conveyed by Declarant, and/or any entity, organization or individuals connected or related to Declarant, to subsequent

grantees who have or will construct residences in Ramsey Ridge, title to all common private streets and common private roadways servicing these additional lots shall be conveyed by Declarant to RRSC which shall then assume responsibility for the payment of all taxes, assessments, licenses, and permit fees, levies, and all other governmental charges pertaining to said common private streets and roadways.

Said assessments shall be in sufficient amount to pay for said taxes and like charges and to pay the cost of keeping the said common private streets or common private roadways in good usable and safe condition and to offset any uncollected prior assessments. By a two-thirds vote of its members, RRSC may levy other special assessments, the proceeds of which shall be used for the benefit of the land governed hereby.

(c) The amount of such assessments shall be fixed annually by the Board of Directors of the RRSC, and shall be charged or assessed in equal proportions against each lot regardless of size.

(d) Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen per centum (18%) per annum, which rate may be modified by the RRSC. The RRSC may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for

herein by non-use of the common private streets, common private roadways or abandonment of his lot.

(e) It is expressly agreed that the assessments and interest thereon, if any, referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly agreed that by acceptance of title to any of the land included in said tract, the owner (not including mortgagee), from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay said assessments to RRSC including any prior unpaid assessments.

(f) By his acceptance of title, each owner shall be held to vest in RRSC the right and powers in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be in the opinion of RRSC necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges; provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages, and the transferee shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that if there is a surplus at a foreclosure sale, then such surplus shall be subject to lien created in this paragraph.

(h) Declarant, its successors and assigns, shall incorporate under the laws of the State of Delaware, prior to the conveyance of the first lot hereunder to a homeowner, a non-profit corporation to be known as Ramsey Ridge Service Corporation ("RRSC") for the benefit of all lot owners as aforesaid, which corporation shall be charged with the duty of improving and maintaining said common private streets, common private roadways, in the condition required by the aforesaid New Castle County code section, and discharging all other responsibilities set forth in these restrictions, and shall be charged with the payment of taxes and similar governmental charges as set forth in paragraph 19 (b). By a two-thirds vote of its members, RRSC may take such other action for the benefit of the lands governed hereby.

(i) All of the record owners shall be entitled to one (1) vote for each lot in which they hold the interest of record in fee and "lot", for the purpose of this sentence in subparagraph 19 (i), shall mean each such parcel of land where said parcel contains or is to contain a single-family dwelling. The vote for such lot shall be exercised as the owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

(j) RRSC shall at no time close or obstruct the common private streets or common private roadways except insofar as the same shall be temporarily necessary for maintenance or repairs. However, RRSC may, by a two-thirds vote of its members, implement reasonable security measures for the benefit of the residents of

Ramsey Ridge and their property, including, but not limited to, the erection of a security gate and guard house at the public entrance to Ramsey Ridge.

Notwithstanding anything in the foregoing paragraph to the contrary, neither the Declarant, nor RRSC, nor any party claiming through them shall prevent or prohibit members of the general traveling public having lawful reasons therefor from traveling across and upon the common private streets or common private roads of Ramsey Ridge.

(k) In the event that either RRSC, or its successors or assigns, in the maintenance of Ramsey Ridge, fails or declines to maintain the private common streets and roadways in accordance with the provisions herein contained, Declarant hereby grants unto New Castle County, its successors and assigns, the right privilege, and authority to enter upon the private common streets and roadways, and maintain at the expense of the lot owners in Ramsey Ridge that part of the private common streets and roadways over which RRSC has expressly assumed maintenance responsibility.

(l) In the event that New Castle County, its successors and assigns, elect pursuant to paragraph 19(k) of this Declaration to maintain the said private common streets and roadways, all expenses of maintenance shall be assessed pro rata against the owners of each lot and shall be collectable by New Castle County.

(m) The provisions of paragraph 19 (g) notwithstanding, any lien for such expenses or maintenance asserted by New Castle County and filed with the Recorder of

Deeds in accordance with New Castle County Code Section 20-70 shall be a lien from the time of recording and shall have priority in relation to other liens either general or special including mortgages and other liens according to the time of recording of such liens in the proper office.

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

21. The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said Ramsey Ridge and each lot therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of seventy-five per centum of the lots contained in Ramsey Ridge and in case only a portion of said tract is intended to be affected, the written consent of the owners of seventy-five per centum of the lots in the portion to be affected shall also be secured. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for New Castle County, State of Delaware. The consent of any mortgagee holding an interest in property within Ramsey Ridge shall not be necessary to waive, abandon, terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions, or charges created by this Declaration of

Restrictions provided the interests of such mortgagees are not materially and adversely affected thereby.

22. Notwithstanding anything in the foregoing paragraph 21 to the contrary, paragraphs 19 and 20 of this Declaration shall not be modified, amended or terminated absent approval of the New Castle County Council.


23. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise; and no owner of any lot or lots included within the aforesaid metes and bounds shall have any right or easements whether in law, equity or otherwise in and to any lands not included within the aforesaid metes and bounds, and law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be duly executed the day and year first hereinabove written.

SIGNED SEALED and delivered
in the presence of:



RAMSEY RIDGE JOINT VENTURE,
A Delaware General
Partnership

BY: 
W. Duncan Patterson
Vice-President
Patterson, Schwartz &
Associates, Inc.

BOOK 357 PAGE 078

BY: William Dalusio
William Dalusio
President, W.D.D., Inc.

STATE OF DELAWARE:
: SS
NEW CASTLE COUNTY:

BE IT REMEMBERED, that on this 24 day of Jan
A.D., 1986, personally appeared before me, the Subscriber, a
Notary Public for the State and County aforesaid, W. Duncan Patterson
a General Partner in Ramsey Ridge Joint Venture, a Delaware
Joint Venture party to this Declaration, known to me personally
to be such, and acknowledged this Declaration to its act and
deed.

Ramsey Ridge Joint Venture, a
Delaware General Partnership

By: W. Duncan Patterson
W. Duncan Patterson
Vice-President
Patterson, Schwartz &
Associates, Inc.

SWORN TO AND SUBSCRIBED before me the day and year
aforesaid.

Notary Public

STATE OF DELAWARE:
: SS
NEW CASTLE COUNTY:

BE IT REMEMBERED, that on this 24 day of Jan
A.D., 1986, personally appeared before me, the Subscriber, a
Notary Public for the State and County aforesaid, W. Duncan Patterson
for W.D.D. Inc.

a General Partner in Ramsey Ridge Joint Venture, a Delaware Joint Venture, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to its act and deed.

Ramsey Ridge Joint Venture, a
Delaware General Partnership

By: William Dalusio
William Dalusio
President, W.D.D., Inc.

SWORN TO AND SUBSCRIBED before me the day and year
aforesaid.

[Signature]
Notary Public



DESCRIPTION OF RAMSEY RIDGE

ALL THAT CERTAIN piece or parcel of land known as Ramsey Ridge, situate on Old Wilmington Road and Ramsey Road, in Mill Creek Hundred, New Castle County Delaware, according to a Record Major Subdivision Plan prepared by Hillcrest Associates, Inc. on May 13, 1986, last revised on June 2, 1986. Being more particularly bounded and described to wit:

BEGINNING at a point on the title line of Ramsey Road (40' half width) said point being located 268'[±] from the intersection of the center lines of Ramsey Road and Old Wilmington Road. Thence from said point of beginning and continuing along the title line of Ramsey Road N53°-28'-00"E 976.35' to a point. Thence leaving said title line of Ramsey Road and by lands now or formerly of Marguerite A. Ralston the following six (6) courses and distances:

- 1) S30°-59'-20"E 279.67' to a concrete monument;
- 2) N71°-03'-30"E 792.82' to a concrete monument;
- 3) N64°-04'-00"E 310.20' to a concrete monument;
- 4) N24°-09'-15"W 303.60' to a concrete monument;
- 5) N57°-14'-00"E 247.50' to a concrete monument;
- 6) N20°-50'-00"W 377.55' to a point on the title line of

Ramsey Road. Thence by said title line N48°-19'-25"E 563.11' to a point. Thence N53°-03'-00"E 622.05' to a point, said point being a corner of this and lands now or formerly of Stanley H. Boothby, Jr. and Flore. Thence leaving said title line and partly by lands of said Boothby, and partly by lands now or formerly of Robert C. Butler and wife S04°-18'-40"W 490.00' to a concrete monument. Thence by said Butler land N73°-03'-00"E 268.62' to a concrete monument. Said monument being a corner of this and a corner of lands of said Robert C. Butler and lands now or formerly of Seven Oaks Partnership at al. Thence partly by lands of said Seven Oaks Partnership and partly by lands now or formerly of Thomas D. Whittington, Jr. S40°-58'-40"E 1,101.35' to a concrete monument. Thence partly by said Whittington land and partly by lands now or formerly of Seven Oaks Partnership S03°-18'-20"E 991.98' to a concrete monument. Thence S18°-29'-00"W 136.95' to a concrete monument. Said monument being a corner of this and a corner of lands of Seven Oaks Partnership and lands now or formerly of Thomas J. and Beverly M. Baker. Thence by said Baker land S19°-35'-30"W 168.43' to a monument. Thence S54°-46'-30"E 119.87' to a monument. Said monument being a corner of this and a corner of lands now or formerly of Spring Valley. Thence by said lands of Spring Valley S56°-52'-15"W 1,551.32' to a monument. Thence S07°-33'-40"W 23.30' to a monument. Said monument being a corner of this and a corner of Spring Valley and lands now or formerly of James

F. Angelo and wife. Thence by said Angelo lands S84°-39'-45"W 1,655.78' to a concrete monument. Thence S14°-26'-45"W 115.69' to a point on the title line of Old Wilmington Road (40' half width). Thence along said title line N38°-57'-10"W 518.07' to a point. Thence leaving said title line and by lands now or formerly of Alfred and Emaline Florick and lands now or formerly of John Florick N12°-06'-10"E 676.45' to a monument. Thence by said John Florick's land S86°-25'-45"W 316.31' to a monument, said monument being a corner of this and a corner of lands now or formerly of John and Alfred Florick and lands now or formerly of Charles and Frederika Jenner. Thence partly by lands of said Jenner and partly by lands now or formerly of William and Patricia Elliott N38°-31'-05"W 558.57' to the first mentioned point and place of beginning.

CONTAINING 175.085 acres of land to be the same more or less.

Subject to all easements, restrictions and right-of-ways of record.

Excepting and reserving all that certain piece or parcel of land to be conveyed to Stanley H. Boothby, Jr. and Flore. Being more particularly bounded and described to wit:

BEGINNING at a point on the southeasterly right-of-way of Ramsey Road (40' half width). Said point being located S04°-16'-40"W 53.18' from a point on the title line of Ramsey Road. Thence from said point of beginning and by lands now or formerly of Stanley H. Boothby, Jr. and Flore S04°-16'-40"W 271.82' to a point. Thence N61°-33'-43"W 224.86' to a point on the above-mentioned southeasterly right-of-way of Ramsey Road. Thence along said right-of-way N53°-03'-00"E 272.79' to the first mentioned point and place of beginning.

CONTAINING 0.64 acres of land to be the same more or less.

Subject to all easements, restrictions and right-of-ways of record.

REC'D FOR RECORD JUL 9 1986
 259
 REC'D & DUGAN, Jr. Recorder

AMENDMENT TO DECLARATION OF
RESTRICTIONS APPLICABLE TO RAMSEY RIDGE

THIS AMENDMENT TO DECLARATION MADE this 6th day of
March, A.D., 1987, by Ramsey Ridge Joint Venture,
a Delaware General Partnership, (hereafter "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner in fee simple title of:
ALL THAT CERTAIN lot, piece or parcel of land
comprising 175.085 acres situate in Mill Creek Hundred, New
Castle County, State of Delaware, being more particularly
described by a plan of Hillcrest Associates, Inc., dated May 13,
1986, and in the legal description which is attached hereto as
Exhibit "A" and incorporated herein by reference (hereafter
"Ramsey Ridge");

AND WHEREAS, the said Declarant has adopted, declared
and set forth certain restrictive covenants in a written
Declaration of Restrictions dated June 24, 1986 and recorded in
the office of the Recorder of Deeds of New Castle County at Deed
Book 387 Page 061 respecting the use of Ramsey Ridge and
providing for the maintenance and repair of common areas and
roads thereon (hereinafter "The Restrictions");

AND WHEREAS, the said Declarant desires to amend
paragraph eighteen (18) the Restrictions in order to expand the
area within Ramsey Ridge subject to a building restriction;

AND WHEREAS, pursuant to paragraph twenty-one (21) of
the restrictions, Declarant has the power to amend the
Restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That

the Declarant does hereby amend paragraph eighteen (18) of the Restrictions so that said paragraph shall read in its entirety, as amended, as follows:

18. No buildings, structures, ornaments, fences, shelters, streets, roads, driveways, parking areas, or other structures shall be constructed, erected, placed, replaced or renovated over those rear portions of lot numbers 73, 72, 71, 69, 68, 67, 66, 65, 64, 63, 59, 58, 43, 42 and 36 in Ramsey Ridge identified as subject to a Rear Yard Building Restriction in the Record Major Subdivision Plan dated May 13, 1986, (the "First Rear Yard Restrictions") prepared by Hillcrest Associates, Inc., recorded in the Office of the Recorder of Deeds of New Castle County, State of Delaware on June 11, 1986 at Microfilm Record number 8177.

In addition, no buildings, structures, ornaments, fences, shelters, streets, roads, driveways, parking areas or other structures shall be constructed, erected, placed, replaced or renovated over those rear portions of lot numbers 86, 87, 88 and 89 in Ramsey Ridge identified as subject to a Rear Yard Building Restriction in the Record Major Subdivision Plan dated January 15, 1987, (the "Second Rear Yard Restrictions"), prepared by Hillcrest Associates, Inc., recorded in the Office of the Recorder of Deeds of New Castle County, State of Delaware on March 24, 1987 at microfilm record number 8572.

The entire area subject to both the First and Second Rear Yard Building Restrictions identified in the two above-described Record Major Subdivision Plans is more

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particularly described in the legal description which is attached hereto as Exhibit "B" to the Amendment to Declaration of Restrictions and incorporated herein by reference.

IN WITNESS WHEREOF, the said Declarant has caused these presents to be duly executed the day and year first hereinabove written.

SIGNED, SEALED AND
delivered in the presence of:

RAMSEY RIDGE JOINT VENTURE,
A Delaware General Partnership

Landra Hennes

By: W. Duncan Patterson

W. Duncan Patterson,
Vice President,
Patterson, Schwartz &
Associates, Inc.,
General Partner

Attest:

Paul S. Delaney (SEAL)

William D. Dalusio

By: William D. Dalusio

William D. Dalusio,
President,
W.W.D., Inc.,
a General Partner

Attest:

William D. Dalusio (SEAL)

STATE OF DELAWARE:

: ss

NEW CASTLE COUNTY:

BE IT REMEMBERED, that on this 3rd day of March, A.D. 1987, personally appeared before me, the Subscriber, A Notary Public for the State and County aforesaid, W. Duncan Patterson, Vice President of Patterson-Schwartz Associates, Inc., a Delaware corporation which corporation is a General Partner in Ramsey Ridge Joint Venture, a Delaware General Partnership, known to me personally to be such, and acknowledged this Amendment to Declaration to be his act and

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deed, the authorized act and deed of the Corporation pursuant to duly adopted corporate resolution, the authorized act of the Partnership and that the signatures placed thereon are genuine.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

Landra C. H. [Signature]
Notary Public

My commission expires 9/12/89

PA
STATE OF ~~DELAWARE~~
Chester : ss
NEW CASTLE COUNTY:

BE IT REMEMBERED, that on this 6 day of March, A.D. 1987, personally appeared before me, the Subscriber, A Notary Public for the State and County aforesaid, William D. Dalusio, President of W.D.D., Inc., a Delaware corporation which corporation is a General Partner in Ramsey Ridge Joint Venture, a Delaware General Partnership, known to me personally to be such, and acknowledged this Amendment to Declaration to be his act and deed, the authorized act and deed of the Corporation pursuant to duly adopted corporate resolution, the authorized act of the Partnership and that the signatures placed thereon are genuine.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

[Signature]
Notary Public

My commission expires _____

DOCUMENTARY
SURCHARGE
PAID \$3.00

TERRE REPSCHA, Notary Public
East Brandywine Twp., Chester Co.
My Commission Expires Jan. 8, 1990

TERRE REPSCHA, Notary Public
East Brandywine Twp., Chester Co.
My Commission Expires Jan. 8, 1990

DESCRIPTION OF RAMSEY RIDGE

ALL THAT CERTAIN piece or parcel of land known as Ramsey Ridge, situate on Old Wilmington Road and Ramsey Road, in Mill Creek Hundred, New Castle County Delaware, according to a Record Major Subdivision Plan prepared by Hillcrest Associates, Inc. on May 13, 1986, last revised on June 2, 1986. Being more particularly bounded and described to wit:

BEGINNING at a point on the title line of Ramsey Road (40' half width) said point being located 268' from the intersection of the center lines of Ramsey Road and Old Wilmington Road. Thence from said point of beginning and continuing along the title line of Ramsey Road N53°-28'-00"E 976.35' to a point. Thence leaving said title line of Ramsey Road and by lands now or formerly of Marguerite A. Ralston the following six (6) courses and distances:

- 1) S30°-59'-20"E 279.67' to a concrete monument;
- 2) N71°-03'-30"E 792.82' to a concrete monument;
- 3) N64°-04'-00"E 310.20' to a concrete monument;
- 4) N24°-09'-15"W 303.60' to a concrete monument;
- 5) N57°-14'-00"E 247.50' to a concrete monument;
- 6) N20°-50'-00"W 377.55' to a point on the title line of Ramsey Road. Thence by said title line N48°-19'-25"E 563.11' to a point. Thence N53°-03'-00"E 622.05' to a point, said point being a corner of this and lands now or formerly of Stanley H. Boothby, Jr. and Flore. Thence leaving said title line and partly by lands of said Boothby, and partly by lands now or formerly of Robert C. Butler and wife S04°-16'-40"W 490.00' to a concrete monument. Thence by said Butler land N73°-03'-00"E 268.62' to a concrete monument. Said monument being a corner of this and a corner of lands of said Robert C. Butler and lands now or formerly of Seven Oaks Partnership et al. Thence partly by lands of said Seven Oaks Partnership and partly by lands now or formerly of Thomas D. Whittington, Jr. S40°-58'-40"E 1,101.35' to a concrete monument. Thence partly by said Whittington land and partly by lands now or formerly of Seven Oaks Partnership S03°-18'-20"E 991.98' to a concrete monument. Thence S16°-29'-00"W 136.95' to a concrete monument. Said monument being a corner of this and a corner of lands of Seven Oaks Partnership and lands now or formerly of Thomas J. and Beverly M. Baker. Thence by said Baker land S19°-35'-30"W 168.43' to a monument. Thence S54°-46'-30"E 119.87' to a monument. Said monument being a corner of this and a corner of lands now or formerly of Spring Valley. Thence by said lands of Spring Valley S56°-52'-15"W 1,551.32' to a monument. Thence S07°-33'-40"W 23.30' to a monument. Said monument being a corner of this and a corner of Spring Valley and lands now or formerly of James

F. Angelo and wife. Thence by said Angelo lands S64°-39'-45"W 1,655.78' to a concrete monument. Thence S14°-26'-45"W 115.69' to a point on the title line of Old Wilmington Road (40' half width). Thence along said title line N38°-57'-10"W 518.07' to a point. Thence leaving said title line and by lands now or formerly of Alfred and Emaline Florick and lands now or formerly of John Florick N12°-06'-10"E 676.45' to a monument. Thence by said John Florick's land S86°-25'-45"W 316.31' to a monument, said monument being a corner of this and a corner of lands now or formerly of John and Alfred Florick and lands now or formerly of Charles and Frederika Jenner. Thence partly by lands of said Jenner and partly by lands now or formerly of William and Patricia Elliott N38°-31'-05"W 558.57' to the first mentioned point and place of beginning.

CONTAINING 175.085 acres of land to be the same more or less.

Subject to all easements, restrictions and right-of-ways of record.

Excepting and reserving all that certain piece or parcel of land to be conveyed to Stanley H. Boothby, Jr. and Flore. Being more particularly bounded and described to wit:

BEGINNING at a point on the southeasterly right-of-way of Ramsey Road (40' half width). Said point being located S04°-16'-40"W 53.18' from a point on the title line of Ramsey Road. Thence from said point of beginning and by lands now or formerly of Stanley H. Boothby, Jr. and Flore S04°-16'-40"W 271.82' to a point. Thence N61°-33'-43"W 224.86' to a point on the above-mentioned southeasterly right-of-way of Ramsey Road. Thence along said right-of-way N53°-03'-00"E 272.79' to the first mentioned point and place of beginning.

CONTAINING 0.64 acres of land to be the same more or less.

Subject to all easements, restrictions and right-of-ways of record.

Description of Restricted Area
Ramsey Ridge

ALL THAT CERTAIN piece or parcel of land situate in Mill Creek Hundred, New Castle County, Delaware, as depicted graphically on a Record Major Subdivision Plan of Ramsey Ridge, Phase I, prepared by Hillcrest Associates, Inc., dated May 13, 1986, last revised June 2, 1986, and on a Record Major Subdivision Plan of Ramsey Ridge, Phase II, prepared by Hillcrest Associates, Inc., dated January 15, 1987, last revised February 3, 1987. Being more particularly bounded and described as follows:

BEGINNING at a point, being a corner of Lots 89 and 90, said point being the following two (2) courses and distances from a point in the title line of Old Wilmington Road (60' wide), a common corner of Ramsey Ridge and lands now or formerly of James F. Angelo and wife; thence by said land:

- 1) N14°26'45"E 1.69' to a concrete monument;
- 2) N84°39'45"E 505.78' to the point of beginning. Thence leaving said lands of James F. Angelo and wife and continuing the following twenty-six (26) courses and distances:

- 1) N41°30'47"E 410.72' to a point
- 2) N74°56'35"E 287.63' to a point
- 3) N50°06'44"E 226.72' to a point
- 4) N05°20'33"W 48.80' to a point
- 5) N05°13'34"W 224.55' to a point
- 6) N28°39'29"W 55.52' to a point
- 7) N42°13'34"W 176.65' to a point
- 8) N56°35'21"W 56.55' to a point
- 9) S87°55'24"W 133.82' to a point
- 10) N10°00'25"E 76.70' to a point
- 11) S87°55'24"W 135.00' to a point
- 12) N81°49'04"W 167.63' to a point
- 13) N00°32'25"E 75.67' to a point
- 14) S81°49'04"E 170.96' to a point
- 15) N87°55'24"E 294.03' to a point
- 16) S56°35'21"E 123.42' to a point
- 17) S42°13'34"E 213.41' to a point
- 18) S28°39'29"E 204.48' to a point
- 19) S05°13'34"E 255.55' to a point
- 20) S45°20'33"E 115.85' to a point
- 21) S62°52'07"E 213.45' to a point
- 22) N56°52'15"E 685.90' to a point
- 23) N31°44'58"E 318.56' to a point
- 24) N42°39'43"E 234.09' to a point
- 25) N52°02'47"E 208.12' to a point
- 26) N56°00'08"E 361.24' to a point in lines of lands now or formerly of Seven Oaks Partnership. Thence by said land S03°18'20"E 188.45' to a concrete monument. Thence S16°29'00"W 136.95' to a concrete monument and corner of lands now or formerly of Tommy J. and Beverly M. Baker. Thence by said land the following two (2) courses and distances:

- 1) S19°35'30"W 168.45' to a concrete monument
- 2) S54°46'30"E 119.87' to a concrete monument and corner of Spring Valley. Thence by Spring Valley S56°52'15"W 1,551.32' to a stone; thence S07°33'40"W 23.30' to a stone and corner of lands now or formerly of James F. Angelo and wife. Thence by said land S84°39'45"W 1,150.00' to the first mentioned point and place of beginning.

CONTAINING 23.896 acres of land to be the same more or less.

AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS APPLICABLE TO RAMSEY RIDGE

THIS AMENDED AND RESTATED DECLARATION (the "DECLARATION")
is made effective as of the 1st day of March A.D., 1992.

WITNESSETH

WHEREAS, The Ramsey Ridge Joint Venture, a Delaware General Partnership (hereinafter "RRJV") was the owner of fee simple title of: ALL THAT CERTAIN lot, piece or parcel of land comprising 175.085 acres situated in Mill Creek Hundred, New Castle County, State of Delaware, being more particularly described by a plan of Hillcrest Associates, Inc., dated May 13, 1986, as revised June 12, 1986, and recorded in the office of the Recorder of Deeds of New Castle County (hereinafter "RAMSEY RIDGE");

AND WHEREAS, RRJV had adopted, declared and set forth certain restrictive covenants in a written Declaration of Restrictions dated June 24, 1986, and recorded in the office of the Recorder of Deeds of New Castle County at Deed Book 397 Page 061 respecting the use of RAMSEY RIDGE and providing for the maintenance and repair of common areas and roads thereon (hereinafter the "Restrictions");

AND WHEREAS, RRJV amended paragraph eighteen (18) of the Restrictions in a written Amendment dated March 6, 1987, and recorded in the office of the Recorder of Deeds of New Castle County at Deed Book 523 Page 0001 in order to expand the area within RAMSEY RIDGE subject to building restrictions;

AND WHEREAS, the ROADS (as later defined herein) have been dedicated to New Castle County, State of Delaware pursuant to prior action of the owners of the lots in RAMSEY RIDGE and thereby the ROADS have become public roads and the maintenance and repair of the ROADS have become the responsibility of New Castle County and/or the State of Delaware;

PAULETTE SULLIVAN MOORE
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AND WHEREAS, the current owners of the lots in RAMSEY RIDGE desire to amend and restate the Restrictions in their entirety and intend that if there is a conflict between (i) the 1986 Restrictions, as amended in 1987, and (ii) this DECLARATION, then this DECLARATION shall control;

AND WHEREAS, pursuant to paragraph twenty-one (21) of the Restrictions, said owners have the power to amend the Restrictions by the written approval or consent of seventy-five percent (75%) of such owners;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That said owners do hereby amend and restate the Restrictions so that said Restrictions shall read in their entirety, as amended, as hereinafter set forth.

I. DEFINITIONS. The following terms as used herein shall have the following meanings for purposes of this DECLARATION:

(a) "LAND" shall mean individually and collectively each lot, piece or parcel of land, road, building, dwelling, garage, structure, ancillary structure, or real property conveyed in RAMSEY RIDGE, including the ROADS, whether such conveyance occurred prior to or occurs after the date of this DECLARATION.

(b) "LOT" shall mean any lot, piece or parcel of land located in RAMSEY RIDGE except for the ROADS, as such term is later defined herein; as of the date hereof, the total number of LOTS in RAMSEY RIDGE is ninety-one (91); additional LOTS were created by subdivision of areas referred to as lots 78, 79, and 80 on the RAMSEY RIDGE Record of Major Subdivision Plan dated May 13, 1986, as revised June 12, 1986, and recorded in the office of the Recorder of Deeds of New Castle County, and roads were created in RAMSEY RIDGE to service these additional LOTS.

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(c) "OWNER(S)" shall mean individually and collectively, as the case or context may be, the owner(s) of fee simple title to a LOT or LOTS;

(d) "ROADS" shall mean individually and collectively the common streets and roadways now or hereafter in RAMSEY RIDGE; as of the date hereof, such streets and roadways are known as Dewberry, Redberry, Juneberry, Wineberry, Elderberry, Boysenberry and Blueberry.

II. DURATION: This DECLARATION shall run until December 31, 2001, at which time said covenants, agreements and restrictions shall automatically be extended for successive periods of ten (10) years unless, by vote of the then OWNERS, in accordance with the applicable provisions hereof, it is agreed to change or terminate them in whole or in part. Such covenants, agreements and restrictions shall be binding upon each OWNER, its successors and assigns, and all persons claiming under such OWNER, successor or assign for said duration.

III. RESIDENCE LOTS: All LOTS shall be known and described as residential lots and no structure shall be erected, placed or permitted to remain on any LOT, other than (i) one (1) single-family dwelling house (not to exceed two and one-half (2 1/2) stories in height or three (3) stories on the downslope of the dwelling) of at least thirty-three hundred (3,300) square feet of living space above grade and as measured from the outside of the exterior walls; (ii) a private garage for the exclusive use of the OWNER or occupant of said dwelling; and (iii) structures reasonably ancillary to a single-family dwelling house and which are approved by the ARC (as such term is defined in Article IV hereof); provided further, that in each instance such structure must be for the exclusive use of the OWNER or occupant of said dwelling. No subdivision of any LOT shall be permitted.

IV. LAND AND LOT RESTRICTIONS

1. **ARCHITECTURAL RESTRICTIONS:** The OWNER(S) hereby empower and authorize the Architectural Review Committee as later defined herein (hereinafter the "ARC") to consider, grant, deny and act in the approvals and consents required, referred to or contemplated herein or hereunder. The ARC shall mean and be a committee of three (3) persons nominated and elected by the OWNERS annually from among the members of the RRSC Board of Directors. If a vacancy or vacancies occur in the ARC due to resignation, death or otherwise, the same shall be filled by the then Board of Directors of the RRSC from among the members of such Board, and such replacement member(s) of the ARC shall serve the lesser of the unexpired term(s) or until the next annual meeting of the RRSC membership. Neither the members, directors or officers of the RRSC nor of the ARC shall be entitled to any compensation for services performed pursuant hereto. The membership and certain other aspects of the RRSC are set forth in Section V of this DECLARATION.

As to each matter submitted to the ARC, the ARC shall have thirty (30) days from the ARC's actual receipt thereof in which to review and act upon the same. Such ARC action may include, without limitation, a partial or total rejection or acceptance of the same or a request for additional information. Failure of the ARC to act within the said 30-day period shall be deemed and forthwith constitute an approval by the ARC.

Approval by the ARC of any matter brought before it does not substitute for nor alleviate the need for the submitter of such matter to also obtain any and all permits and approvals which may be required under the existing laws, rules, regulations, and ordinances of any governmental authority having jurisdiction over same.

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Matters which must be submitted to the ARC for review and approval include any and all proposed actions which affect the appearance of any LOT and the exterior appearance of buildings or ancillary structures thereon including, but not limited to, the construction, erection, placement, replacement, relocation, addition, removal, or alteration of a building or structure of any kind, additions thereto and external components thereof; fence; shelter; pond; tennis court, swimming pool, swingset, sandbox or other outside recreational facility; exterior lighting; street, road, parking area and driveway; patio; walkway; exterior clothes drying facility; signage (other than for small dignified "for sale" sign(s) advertising the proposed sale of a LOT, erected and constructed according to customary practice); external ornamentation (such as statues, sculptures, bird baths, animal reproductions, and planters); exterior location of firewood or other outside stored material; trees, plantings, gardens, and other forms of landscaping; and LOT grades and contours, including the filling and excavation thereof. For purposes of the Architectural Restrictions of this DECLARATION, the foregoing mentioned items shall be construed in the broadest sense legally possible. Where reasonable doubt exists as to whether an item is covered by the foregoing, such doubt shall be resolved in favor of the item in question being covered by these Architectural Restrictions. For purposes of the said Architectural Restrictions, the terms "appearance" and "exterior appearance" shall refer primarily to the view from the ROADS and adjacent LOTS.

The approval of the ARC shall be evidenced in a writing signed by the designated member(s) of the ARC after the submission to the ARC of complete applicable plans including, as appropriate, architectural drawings, specifications, materials, exterior color and/or finish, elevations, lines and grades and/or site layout and/or plot plans, and landscape designs, and such other information as the ARC may reasonably request. All such plans shall be prepared, as appropriate, by reputable and competent professional(s) skilled in the art of the item(s) in question and shall maintain style integrity in harmony with other properties in RAMSEY RIDGE. In the case of registered architects and engineers, such competence shall be presumed. The OWNER of the LOT covered by such plan(s) shall ensure that the plans are implemented in all material respects as approved. If not so implemented, then the RRSC may require, at its discretion, the said OWNER to correct the defective implementation at the cost and expense of such OWNER.

For initial new construction and/or for building or structure additions, such plans shall be accompanied by a nonrefundable fee as may be adopted and approved by the RRSC; and such fee may be used by the ARC for professional consultant(s) for the review of said plans. The ARC may reject or disapprove such plans or underlying items upon any ground, including safety or purely aesthetic considerations, which in the sole discretion of the ARC shall seem sufficient.

2. CONSTRUCTION STANDARDS: All construction, building, electrical, heating, air-conditioning, plumbing and any and all other work in such initial new construction and in such work or items approved by the ARC must be performed in accordance with the applicable existing laws, rules and regulations governing the same and shall be subject to inspection and approval by properly authorized inspectors.

3. SEPTIC SYSTEM DESIGN: All septic systems must meet or exceed applicable codes and standards, whether federal, state, county and/or local. The location and design of all septic systems and potable water supply systems on all LOTS are subject to the approval of the ARC. Within thirty (30) days of the respective installation of each system, an "as built" site plan shall be submitted to the ARC which shall show the location of the "as built" septic system or the "as built" water supply systems. In the event that the "as built" septic system or the "as built" water supply system shall be built and located contrary to the site plan as submitted and as approved and shall in the opinion of the ARC disclose a potential for polluting or being polluted by a neighboring system or systems whether or not said neighboring system or systems be then built, the said "as built" systems shall be moved or reconstructed as directed by the ARC at the expense of said OWNER.

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This Section 3 shall also be applicable to any extension, modification, relocation or replacement of any system or systems existing as of the date of this DECLARATION as well as to any new system or systems on a LOT with a system existing as of that date.

4. SEPTIC SYSTEM MAINTENANCE: In respect to maintenance of septic systems, all septic systems shall be properly maintained and septic tanks shall be cleaned and/or pumped as often as necessary. No flood water, drains, spouting, french drains or other water disposal systems shall be connected to the sewage disposal system which shall be reserved for the disposal of raw sewage and other household waste.

The RRSC shall have the right to enforce the maintenance and repair of septic systems, as above provided herein, at the expense of the OWNER. After notice to the OWNER and providing the OWNER ten (10) days in which to correct or cure the problem fully and to the reasonable satisfaction of the RRSC, the RRSC shall have the further right to enter upon any LOT and clean and pump the said septic systems, all at the expense of the OWNER.

5. TRAILERS, STRUCTURES, ETC.: There shall not be permitted, erected, nor maintained upon any LAND, any trailer, manufactured transportable housing unit or mobile home, tent, shack, shed, storage building, barn, stable, cattleyard, hog pen, fowlyard, above ground pool, or other building of any nature or description except a residence, garage and/or ancillary structure constructed and maintained in accordance with this DECLARATION.

6. INSTITUTIONS: There shall not be permitted, erected, nor maintained upon any LAND, any graveyard, hospital, clinic, sanitarium, halfway house, substance abuse rehabilitation or counseling center, asylum or similar or kindred institution.

7. **ANIMALS:** With the exception of usual domestic household pets in reasonable numbers, no animals of any kind including, but not limited to, horses, cattle, goats, sheep, hogs, poultry, pigeons, and similar animals, shall be permitted, kept or maintained on any LAND and no pens, kennels, houses or other structures or facilities for the containment, shelter, care or feeding of such animals shall be permitted, kept or maintained on any LAND. The commercial breeding or raising of usual domestic household pets and/or animals of any kind on any LAND is also expressly prohibited. Any domestic household pet, when outside of its respective OWNER'S residence, must be on a leash and otherwise in compliance with all applicable governmental laws, rules, regulations, and ordinances. The owner(s) of such domestic household pet(s) shall take reasonable steps to control and properly dispose of the waste product of such pet(s) and to ensure that such waste product does not affect other OWNER(S) or their respective enjoyment of the LOT(S). Pens, kennels, houses and other structures or facilities of any kind for the containment, shelter, care or feeding of usual domestic household pets and located outside of the single-family dwelling house and on any part or portion of a LOT shall be subject to the approval of the ARC.

8. **GARDENS:** No fruit or vegetable garden shall be kept or maintained in any side or front yard areas of any LOT where such garden is reasonably visible from the ROADS and the location of such garden shall be subject to the approval of the ARC. No commercial orchard, vineyard, plant nursery nor any other commercial crop producing operation of any kind shall be permitted, kept, or maintained on any LAND.

9. **TELEVISION AND RADIO ANTENNAE:** No outdoor television or radio antennae, satellite dishes or other like objects shall be permitted, kept, or maintained on any LAND, where such antennae, dish or object is reasonably visible from the ROADS and the location of same shall be subject to the approval of the ARC.

10. TRUCKS, VEHICLES, ETC.: No truck, tractor, construction vehicle of any kind, derelict vehicle of any kind, commercial or recreational van, boat, trailer, mobile home, camper or other vehicle as defined in 21 DEL. C. 101(4), (5), (29), (42), (43), (45), (47) and (50) as amended shall be kept, maintained, stored or parked on any LAND unless parked or stored in a closed garage. No off-road recreational vehicle nor any unlicensed motor vehicle shall be operated on any LAND. No licensed motorcycle shall be operated on any LAND except when used for ingress or egress to or from a dwelling. Mopeds, off-highway vehicles, and tripedes as defined in 21 DEL. C. 101(53), (54) and (61) respectively shall be used only on the LOT of the OWNER of such mopeds, off-highway vehicles, and tripedes. No vehicle having metal tires shall be used or driven on the ROADS. Special construction equipment as defined in 21 DEL. C. 101(39) shall only be used as reasonably necessary for the expeditious conduct of a project permitted hereunder and/or as approved by the RRSC.

Regular overnight on-street parking of any vehicle, the parking of any vehicle on lawns, the parking of any vehicle not currently licensed in driveways, and the storage of any vehicle undergoing repair in any location other than within a closed garage is expressly prohibited.

11. TRADE OR BUSINESS: No trade or business of any kind or character, nor any structure designed or intended for use for any purpose connected with any trade or business, shall be permitted, erected, maintained, or operated on any LAND.

12. UNKEPT CONDITIONS: No OWNER or occupant shall accumulate or permit the accumulation of wild growth, logs, fallen trees, litter, new or used building materials (for other than immediate use), debris, or trash on his or her LAND or give rise to any circumstance creating an unsightly, unsanitary, unsafe, or unkept condition on any LAND.

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Each OWNER or occupant shall provide and use receptacles for garbage and other trash and locate same in an area not generally visible from the ROADS. Such receptacles may be placed at curbs only on regular collection days.

Each OWNER shall be responsible for the maintenance of grass and weeds and shall mow same in accordance with the Grass and Weed Control Ordinance of New Castle County or mow same at least once per month between April 15 and November 15 of each year, whichever is more frequent.

The RRSC reserves the right to enter, after notice to the OWNER and allowing the OWNER ten (10) days in which to correct or cure the problem to the full and reasonable satisfaction of the RRSC, onto any LOT, the OWNER of which has failed to comply with the provisions of this Section 12 for the purpose of correcting said condition at the expense of the OWNER.

13. FENCES: Fences are expressly prohibited on any LOT except as required by law or ordinance and/or as approved by the ARC. In no event shall any fence exceed four (4) feet in height or be constructed of chain link or similar material unless required by law or approved by the ARC.

14. CLOTHES DRYING FACILITIES: Permanent outside clothes lines and/or clothes line posts are expressly prohibited on any LOT. Portable outside clothes lines and/or clothes line posts, as approved by the ARC, are permissible provided same are not generally visible from the ROADS and same are erected and used only during daylight hours of any day except Sundays and holidays.

15. GARAGE SALES: Garage sales and similar commercial and/or fund raising events are expressly prohibited on any LOT.

16. TRESPASS PROVISIONS: Whenever the RRSC and/or the ARC is permitted by this DECLARATION to correct, repair, clean, preserve, clear out or perform any action on a LOT or other property of any OWNER, the RRSC's and/or the ARC's entering such LOT and/or taking such action shall not be deemed a trespass.

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17. **ENFORCEMENT OF RESTRICTIONS:** If any person owning any LOT or occupying any building or structure thereon or using any LAND shall violate or attempt to violate any of the covenants, agreements or restrictions herein, it shall be lawful for the RRSC or any OWNERS to prosecute any proceedings at law or in equity against such actual or potential violators and to prevent it or them from so doing and/or to recover damages or other dues from such violation(s); provided, however, that RRSC shall have no liability whatsoever based on its failure to enforce this DECLARATION against such violators and nothing herein shall be construed in any manner to impose any liability on RRSC. Failure of RRSC to enforce any of the covenants, agreements or restrictions herein shall not be construed to constitute a waiver of any other or future covenant, agreement or restriction of a similar or dissimilar nature. In any action brought by the RRSC to enforce compliance with this DECLARATION and in which RRSC prevails, then the non-prevailing OWNER in such action shall reimburse RRSC for RRSC's reasonable legal fees and costs of such enforcement action.

18. **INVALIDATION:** Invalidation of any one of the covenants, agreements or restrictions contained herein or any part or subpart thereof by valid judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

19. **EASEMENTS:** An easement ten (10) feet in width is hereby reserved over the rear and side lot lines of each LOT for utility and drainage purposes, including the right of installation and maintenance of public or private utilities, said reservation and easement to be jointly for the benefit of RAMSEY RIDGE and the OWNERS. All utility lines shall be underground, except as otherwise specifically permitted under this DECLARATION.

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20. **REAR YARD BUILDING RESTRICTIONS:** No building, structures, ancillary structures, ornaments, fences, shelters, streets, roads, driveways, parking areas or other structures shall be constructed, erected, placed, replaced or renovated over those rear portions of LOTS 73, 72, 71, 69, 68, 67, 66, 65, 64, 63, 59, 58, 43, 42 and 36 identified as subject to a Rear Yard Building Restriction in the Record of Major Subdivision Plan dated May 13, 1986, (the "First Rear Yard Restrictions") prepared by Hillcrest Associates, Inc., recorded in the office of the Recorder of Deeds of New Castle County, State of Delaware on June 11, 1986, at Microfilm Record number 8177.

In addition, no building, structures, ancillary structures, ornaments, fences, shelters, streets, roads, driveways, parking areas or other structures shall be constructed, erected, placed, replaced or renovated over those rear portions of LOTS 86, 87, 88 and 89 identified as subject to a Rear Yard Building Restriction in the Record of Major subdivision Plan dated January 15, 1987, (the "Second Rear Yard Restrictions") prepared by Hillcrest Associates, Inc., recorded in the office of the Recorder of Deeds of New Castle County, State of Delaware on March 24, 1987, at Microfilm Record number 8572.

V. RAMSEY RIDGE SERVICE CORPORATION

21. **FORMATION AND ACTION OF THE RRSC:** In order to implement and administer this DECLARATION for the common benefit of the OWNERS, there has been organized a maintenance corporation known as the Ramsey Ridge Service Corporation, whose members shall be all the OWNERS. Any and all actions permitted to be taken hereunder by the RRSC may be taken through the duly authorized agents or representatives of the RRSC.

22. **MEMBERSHIP OF THE RRSC:** Each OWNER, by the acceptance of a deed, obligates and binds himself or herself, his or her heirs and assigns, to become a member of the RRSC and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in the RRSC, but no OWNER shall have more than one membership.

23. ASSESSMENTS BY THE RRSC:

(a) **Power To Assess.** Each OWNER, by acceptance of a deed, is deemed to promise, covenant and agree to pay to the RRSC: (1) annual assessments; and (2) special assessments for capital improvements and no other purposes, such assessments to be fixed, established, and collected from time to time as hereinafter required, provided that all assessments must be fixed at a uniform rate for all LOTS. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall be a lien upon the LOT of said OWNER and, in addition, shall be the personal obligation of said OWNER at the time when the assessment fell due. Such assessments shall be used exclusively for the purpose of the improvement and maintenance of RAMSEY RIDGE and for performing all other acts RRSC is authorized to perform under this DECLARATION.

(b) **Amount Of Assessments.** The amount of each annual and special assessment shall be fixed by the RRSC Board of Directors from time to time, provided that the prior approval of a majority of the OWNERS is required in each instance of (i) an increase in the annual assessment in excess of ten percent (10%) of the annual assessment of the immediate prior year, or (ii) a special assessment of any amount in any calendar year. Each and all assessments shall be charged or assessed in equal proportions against each LOT regardless of size.

(c) **Delinquent Assessments:** Any such assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the the maximum rate permitted by law. The RRSC may bring an action at law or in equity against the OWNER personally obligated to pay the same, or foreclose the lien against the LOT of such OWNER, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No OWNER may waive or otherwise escape liability for the assessments provided for herein by non-use of the ROADS or abandonment of his or her LOT.

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(d) Lien or Encumbrance: It is expressly agreed that said assessments and interest thereon, if any, and the reasonable legal fees and costs incurred by the RRSC in a successful action or proceeding against OWNER(S) shall be a lien or encumbrance on the LOT(S) in respect to which said assessments are made and the LOT(S) of such OWNER(S) as the case may be. It is expressly agreed that by acceptance of title to any of the LAND, the OWNER (not including mortgagee), from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay such assessments, interest, fees and costs to RRSC including any prior unpaid amounts of the same.

(e) Collection Rights: By his or her acceptance of title, each OWNER shall be held to vest in RRSC the right and powers in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be in the opinion of RRSC necessary or advisable for collection of such assessments.

(f) Subordination of Lien: Said assessments shall be subordinate in lien to the lien of any mortgage(s) on any property which is subject to such charges; provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage(s), and the transferee shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charge accruing after sale under foreclosure of such mortgage(s); and provided, further, that if there is a surplus at such foreclosure sale, then such surplus shall be subject to any and all liens created pursuant to or under this DECLARATION.

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24. **RRSC VOTING:** All OWNERS, provided that they are not delinquent on any amounts due hereunder to be paid by them, shall be entitled to one (1) vote for each LOT in which they hold the interest of record in fee. The vote for such LOT shall be exercised as the OWNERS may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any LOT.

25. **ENFORCEMENT OF THIS DECLARATION:** In addition to all rights and remedies granted hereunder or by law or in equity to the OWNERS, the RRSC and/or the ARC to enforce or carry out this DECLARATION, including without limitation the remediation or correction of items or actions in violation or contravention of this DECLARATION, the RRSC and the ARC each shall have the authority and power to the extent permitted by applicable law to place liens and encumbrances on the relevant subject LOTS as may be reasonably necessary to effectuate such enforcement, remediation and/or correction. The reasonable cost of such lien, encumbrance and effectuation shall be borne by the OWNERS of the said subject LOTS. The rights and remedies of the RRSC and the ARC each shall be cumulative and the exercise or failure to exercise any such rights or remedies in any instance shall not affect the exercise or failure to exercise any similar or dissimilar right or remedy in any other instance.

VI. MISCELLANEOUS

26. **AMENDMENTS, LOT OWNER APPROVAL:** The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of RAMSEY RIDGE and each LOT therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of RAMSEY RIDGE or any portion thereof with the written consent of the OWNERS of seventy-five (75) per centum of all LOTS and in case only a portion of RAMSEY RIDGE is intended to be affected, the written consent of the OWNERS of seventy-five (75) per centum of all LOTS in the portion to be affected shall additionally be

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secured. No such waiver, abandonment, termination, modification or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for New Castle County, State of Delaware. The consent of any mortgagee holding an interest in any LOT shall not be necessary to waive, abandon, terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions, or charges created by this DECLARATION, provided the interests of such mortgagee are not materially affected thereby.

27. OTHER LANDS: The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the LAND, and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the LAND, whether such lands are contiguous thereto or otherwise; and no OWNER shall have any right or easements whether in law, equity or otherwise in and to any lands not included within the LAND and law, custom or usage to the contrary notwithstanding.

28. GRANDFATHERED CONDITIONS: Any person having acted on or given rise to any matter subject to ARC approval under this DECLARATION prior to the effective date hereof shall be deemed to be in compliance herewith, provided said person complied and remains in compliance with the provisions of the said prior Restrictions.

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IN WITNESS WHEREOF, the undersigned have caused this DECLARATION to be duly executed the day and year first hereinabove written.

THE UNDERSIGNED HEREBY
REPRESENTS THAT THE OWNERS
OF AT LEAST SEVENTY-FIVE PERCENT (75%)
OF THE LOTS IN RAMSEY RIDGE
AS OF THE DATE OF THIS
DECLARATION HAVE APPROVED AND
ACKNOWLEDGED SUCH DECLARATION
IN WRITING.

RAMSEY RIDGE SERVICE CORPORATION

By: *Peter J. Succoso*
Peter J. Succoso, President

By: *James J. Woods, Jr.*
James J. Woods, Jr., Secretary

Date: 3/13/92

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Patricia A. Evans

Notary Public:

PATRICIA A. EVANS
NOTARY PUBLIC

My Commission expires April 20, 1995

