



# River's End Property Owner's Association Covenant

June 29, 2021

# **Rivers End Property Owners Association Inc.**

## **Index of the Amended, Revised and Restated Declaration of Covenants and Restrictions**

Pages 1-3 Defines land areas contained within Rivers End.

- Paragraph 1} Exclusive use
- Paragraph 2} Single Family
- Paragraph 3} Single Family Dwelling
- Paragraph 4} Architectural Review Committee
- Paragraph 5} Re-subdivision of lots
- Paragraph 6} Wildlife and firearms
- Paragraph 7} Wetlands Restrictions
- Paragraph 8} Common Areas
- Paragraph 9} Building Setbacks
- Paragraph 10} Restrictions
- Paragraph 11} Building Plans.
- Paragraph 12} Trees
- Paragraph 13} Owners Obligation to Rebuild
- Paragraph 14} Construction Bond
- Paragraph 15} Parking Space Requirements & Driveways
- Paragraph 16} Nuisances
- Paragraph 17} Sanitation
- Paragraph 18} Rental of Residence
- Paragraph 19} Ingress & Egress to Lots
- Paragraph 20} Animals & Livestock
- Paragraph 21} Business & Sales Activities
- Paragraph 22} Common Areas
- Paragraph 23} Association
- Paragraph 24} Association Budget
- Paragraph 25} Nonliability
- Paragraph 26} Easements
- Paragraph 27} Restrictions & Agreements
- Paragraph 28} Notice of Violation
- Paragraph 29} Amendments to Restrictions
- Paragraph 30} Invalidating Restrictions
- Paragraph 31} Called Association Meetings

Exhibits: 'A' Notarized Signature Pages

'B' Tax Map Identification Numbers of Properties in River's End

Tax Map Parcel No.'s: See list attached as Exhibit "B"

Prepared by and Return to:  
David J. Weidman, Esq.  
Sergovic Carmean Weidman McCartney & Owens P.A.  
25 Chestnut Street  
Georgetown, Delaware 19947

AMENDED, REVISED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
RIVER'S END DEVELOPMENT (PHASES I, II, III, IV, V & FUTURE PHASE VI),  
DATED ~~June 22~~, 2021

**WHEREAS**, the lands and premises shown and delineated upon the plot of a subdivision known as Revised River's End Phase I of record in the Office of the Recorder of Deeds for Sussex County at Georgetown, Delaware, in Plot Book 36, page 285, *et. seq.*, and amended by revised Plot in Plot Book 40, page 220, *et. seq.*, and further amended by revised Plot in Plot Book 50 page 64, *et. seq.*, together with Deeds of land transfer recorded in the Office of the Recorder of Deeds in Deed Book 1905, page 291, *et. seq.*, and Deed Book 1905, page 293 *et. seq.*, as well as title to all the lands and premises shown thereon and delineated thereby were subject to Restrictions, Covenants, Reservations and Remedial Clauses set forth in a document entitled "Declaration of Covenants, Conditions and Restrictions for River's End executed and recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 1453, page 264 *et. seq.* ("the River's End Phase I Restrictions"); and

**WHEREAS**, the lands and premises shown and delineated upon the plot of a subdivision known as River's End Phase II of record in the Office of the Recorder of Deeds aforesaid, in Plot Book 41, page 198, *et. seq.*, as amended by revised "Final Plan for River's End , Section II"; in Plot Book 43 page, 184, as well as title to all the lands and premises shown thereon and delineated thereby were subject to Restrictions, Covenants, Reservations and Remedial Clauses set forth in that document entitled "Declaration of Covenants, Conditions and Restrictions for "River's End, Phase II", recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 1628, page 317 *et. seq.* ("the River's End Phase II Restrictions"); and

**WHEREAS**, a "Waiver of Restriction of River's End" was recorded in the Office of the Recorder of Deeds aforesaid in Deed Book 1646, page 54 *et. seq.* (the "Waiver"), whereby River's End Phases I and II were combined in order to be considered one inclusive development and the River's End Phase I Restrictions were amended in their entirety to read identically as the River's End Phase II Restrictions recorded as "Amended Revised and Restated Declaration of Covenants, Conditions and Restrictions for River's End, Phases I and II", recorded in the Office of the Recorder of Deeds in Deed Book 2238, page 42 *et. seq.* (the "Amendment"); and

**WHEREAS**, the lands and premises shown and delineated upon the plot and subdivision known as River's End Phase III of record in the Office of the Recorder of Deeds aforesaid in Plot Book 52, Page 30 *et. seq.* together with recorded amendments at Plot Book 57, page 78, Plot Book 57, page 238, Plot Book 58, page 122 and Plot Book 65, page 227, as well as title to all of the lands and premises shown thereon and delineated thereby were subject to Restrictions,

Covenants, Reservations and remedial Clauses set forth in that document entitled "Declaration of Covenants, Conditions and Restrictions for River's End Phase III", recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 1968, page 173 *et. seq.* (the "River's End Phase III Restrictions"); subject to: Delaware Chancery Court Order recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 1488, page 121 *et. seq.*, which ordered all members of Phase III to become members of the Association, and dissolved the River's End Phase III Property Owner's Association; and by a document entitled "Confirmation of Membership in the River's End Property Owners Association Inc.", recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 5264, Page 113 *et. seq.*; and

**WHEREAS**, the lands and premises shown and delineated upon the plot and subdivision known as River's End Phase IV of record in the Office of the Recorder of Deeds aforesaid, amended plot in Plot Book 70, Page 143 *et. seq.*, as well as title to all the lands and premises shown thereon and delineated thereby were subject to Restrictions, Covenants, Reservations and remedial Clauses set forth in that document entitled "Declaration of Covenants, Conditions and Restrictions for River's End Phase IV", recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 2617, page 162 *et. seq.* (the "River's End Phase IV Restrictions"); and

**WHEREAS**, the lands and premises shown and delineated upon the plot and subdivision known as River's End Phase V of record in the Office of the Recorder of Deeds aforesaid, amended plot in Plot Book 87, Page 243 *et. seq.*, as well as title to all the lands and premises shown thereon and delineated thereby were subject to Restrictions, Covenants, Reservations and remedial Clauses set forth in that document entitled "Declaration of Covenants, Conditions and Restrictions for River's End Phase V", recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 3097, page 322 *et. seq.* (the "River's End Phase V Restrictions"); and

**WHEREAS**, the lot owners in Phases IV and V of River's End Development ("River's End") voted individually to formally combine with the River's End Property Owners Association, Inc. (the "Association") and the votes in favor by the owners in both Phases IV and V exceeded the Sixty Percent (60%) required by their respective Restrictions to approve the formal consolidation of Phases IV and V with the Association, by and through a document entitled "Confirmation of Membership in the River's End Property Owners Association, Inc."; was recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 5264, page 113 *et. seq.*; and

**WHEREAS**, pursuant to a document entitled "Settlement Agreement", recorded in the Office of the Recorder of Deeds aforesaid, in Deed Book 4502, page 209 *et. seq.*, property owners in future Phase VI of River's End (parcel # 144.02) and any lots subdivided therein shall be members of the Association, and the requirements in aforesaid recorded Settlement Agreement shall be included in any submission to the appropriate State and County authorities for development approval; and

**WHEREAS**, two documents entitled "Deed, Assignment and Declaration", are recorded in the Office of the Recorder of Deeds aforesaid in Deed Book 2368, page 270 *et. seq.*, and Deed Book 3697, page 234 *et. seq.*, which convey unto the Association the rights and title to all Roads and Common Areas in River's End as defined therein, and

**WHEREAS**, the Association was incorporated under the laws of the State of Delaware for purposes of exercising the functions set forth in the Original Restrictions (which Association

shall also exercise the functions set forth herein) and has been formed and assigned the powers of maintaining and administering any community facilities, common lands and recreational amenities administering and enforcing the covenants and restrictions; and levying, collecting and disbursing the assessments and charges provided for in the Amendment recorded in Deed Book 2238, Page 42 *et. seq.*; and

**WHEREAS**, each and every one of the covenants, conditions, reservations and restrictions as set forth herein is and all are for the benefit of each owner of land in River's End or any interest therein and shall inure to and pass with each and every lot and land area in River's End; and

**WHEREAS**, these covenants, conditions, reservations and restrictions are and each is imposed upon all lots and land areas in River's End, such lots and land areas shall be subject to those easements set forth herein, all of which are to be construed as restrictive covenants and easements running with the title to such lots and land areas and with each and every parcel thereof; and

**NOW, THEREFORE**, the Undersigned, being not less than sixty (60) percent of the owners of all of the lots in River's End, hereby consolidate the River's End Phase I Restrictions, the River's End Phase II Restrictions, the River's End Phase III Restrictions, the River's End Phase IV Restrictions, and the River's End Phase V Restrictions into one document, as amended here, by substituting in lieu thereof the following covenants, conditions, restrictions, reservations and easements, effective immediately upon recordation of this document in the Office of the Recorder of Deeds aforesaid; and hereby declare that all lots and land areas in River's End are and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions, restrictions, reservations and easements hereinafter set forth herein which shall run with all the lots and land areas in River's End and with each and every parcel thereof and with the title thereto:

**1. EXCLUSIVE USE.** Each lot or given land area located in River's End shall be solely and exclusively used for residential or recreational purposes. No structural or other improvements, except as herein provided, shall be erected, altered, placed, used or permitted to remain upon any such numbered lot in River's End.

**2. SINGLE FAMILY.** River's End is hereby established as a restrictive 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 (2) or more adults related by blood, marriage or adoption occupying a dwelling, living together and maintaining a common household, with or without children; or not more than three (3) unrelated adults occupying a dwelling, living together and maintaining a common household, with or without children.

**3. FAMILY DWELLING.** Only one (1) detached single family dwelling may be placed, erected, altered and occupied upon any numbered lot in River's End 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 feet in height, and the square footage of usable living area thereof shall be not less than two thousand two hundred (2,200) square feet on Deep Creek Drive, Otter Run Court, Hidden Hills Drive and Hidden Hills Court and not less than two thousand (2,000) square feet on all other lots in River's End,

exclusive of all porches, breezeways, basements, attics, garages, terraces, and stoops, and shall include a minimum of a 2-car (two car) attached garage to be no smaller than 24' x 24' (576 sq. ft.). No modular, sectional or mobile homes are permitted. Certain pre-cut homes (are of stick built construction, built at a remote location to an individual architectural family home design and transported to site for speed of erection) may be approved by the River's End Architectural Review Committee (ARC).

- (a) All foundations, chimneys and steps must be brick or stone above grade.
- (b) Zero clearance fireplaces must be approved by the ARC.
- (c) All construction practices must meet Sussex County building codes.
- (d) No aluminum siding except soffits and facias.
- (e) No standing seam or ribbed metal shall be permitted on the main roof; however, architectural metal roofs are permitted. Metal accent roofs over entrances, porches and screened porches can be submitted to the ARC for approval.
- (f) All homes must have a legible house number somewhere on property. Size and location of numbers must comply with emergency services 911 regulations.
- (g) All driveways must be paved with asphalt or concrete.
- (h) No site clearing, house, dwelling, freestanding building or landscape design shall be commenced or erected, nor shall any building addition be made thereto, until house plans, specifications, and landscaping design showing plant and fence selections, lot location, floor plans, exterior materials and color scheme have been finally submitted to and approved in writing by the ARC, as required by Section 11 herein.

**4. ARC COMPLIANCE.** At any time during construction and after completion of a dwelling but prior to occupancy, the ARC or its representatives shall have the right to enter upon the subject premises and the dwelling for purposes of determining compliance with approved plans and specifications and these restrictive covenants. After plans and specifications have been approved by the ARC, any changes not in violation of these covenants in the interior of any structure shown on the approved plans shall not require Architectural Committee approval. An application fee payable to the Association in the amount of \$50.00 is required when the house plans are submitted for review by the ARC for the initial construction or enlargement of the residence. The Board is hereby authorized to change, increase, or decrease the application fee at its discretion, without the need to amend this Declaration.

**5. RE-SUBDIVISION.** No lot or given land area within River's End shall be re-subdivided or otherwise alienated into a lesser or smaller portion. Two contiguous lots may be divided in half and each portion assigned to the adjacent lot so as to create a larger lot for the benefit of a single-family home, unless such lesser parcel is a part of a re-subdivision plan of River's End which subdivision plan revision shall bear approval of the River's End Board of Directors and shall have been recorded in the Office of the Recorder of Deeds in and for Sussex County.

**6. WILDLIFE & FIREARMS.** As the abundance of wildfowl and waterfowl are an integral and important part of River's End's aesthetic value and beauty, there shall be no hunting

or trapping allowed on any part of the land or any adjacent marsh or creek banks at any time. The use of BB guns, BB pistols, pellet guns, or any air rifles, shotguns, or any firearm of any type is strictly prohibited. The breach of this restriction by any minors shall constitute a breach by their parents under whose direct supervision this restriction applies.

**7. WETLANDS RESTRICTIONS.** The 404 Clean Water Act (33CFR.328.3) wetlands are an integral part of River's End and are for the beauty and enjoyment of all property owners. A fifty (50) foot minimum building setback from designated 404 wetlands will be enforced (excepting non-tidal wetland), prohibiting any and all grade changes or structures from being located therein, including but not limited to fences, decks, patios, etc. Bulkheads, piers, and wetland walkways, shall require approval of the ARC and of Sussex County authorities having jurisdiction where applicable.

**8. COMMON AREAS.** The recreation area, as well as the pond area and all common areas, are provided for the use and enjoyment of all River's End families and their guests (at their own risk). It shall be the responsibility of all parties using said areas to remove all litter and leave the property in a presentable condition.

**9. BUILDING SETBACKS.** The following building setback lines and requirements are hereby established, and no building or any part thereof shall be erected within the setback lines and requirements, except as provided herein:

(a) The front yard minimum setback of the dwelling from the property line shall be thirty (30) feet on Village Drive, fifty (50) feet on Hidden Hills Drive and Hidden Hills Court, and sixty (60) feet on all other lots in River's End. The dwelling shall front or face toward the street.

(b) The rear setback of the dwelling shall be a minimum of twenty-five (25) feet from the rear property line. This section should be read in conjunction with Easements Paragraph 26.

(c) Each of the side yards shall be a minimum of twenty-five (25) feet in width.

(d) All freestanding buildings, such as a shed or greenhouse etc. must be reviewed and approved by the ARC.

(e) No freestanding building shall be located forward of the rear foundation of the dwelling which is closest to the rear property line.

(f) A landscaping plan showing approximate location of planting areas, grass, shrubs, mulch and any proposed walls, fences, berms or other features such as a swimming pool or shed. Drainage and landscape grading should be included to show the flow of water on the property and be approved by the ARC.

For purposes of the above setback requirements, eaves, steps and unroofed terraces shall not be considered part of any building or structure.

**10. RESTRICTIONS.** 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 River's End, the following restrictions shall apply:

(a) Fuel tanks, gas tanks or similar storage receptacles shall be buried underground.

(b) Only in-ground swimming pools shall be permitted. Setbacks for the pool shall meet all applicable zoning and building department requirements and be approved by the ARC.

(c) No structure of any temporary character and no trailer, mobile home, shack, shed or other outbuildings, except as provided herein, shall be placed on any numbered lot or given land area within River's End 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.

(d) No boat trailer, utility trailer, boat, travel trailer, camper or motor home of any type shall be semi-permanently or permanently placed or stored forward of the front foundation (closest to the street) of the dwelling. On a temporary basis the above mentioned may be parked on the driveway in front of the house for a period not to exceed seven (7) days, unless part of a construction and approved otherwise by the ARC.

(e) No wholly or partially stripped-down motor vehicle, disabled vehicle that is not repaired within a reasonable time, battered motor vehicle, or untagged vehicle shall be permitted to be parked on any lot or any street in River's End.

(f) No advertising sign, political sign, or casual labor signs shall be permitted on any lot or given land area in River's End 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 the sign may be no larger than 24" x 24".

(g) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot except in sanitary containers 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.

(h) No fence, hedge, wall or other dividing instrumentality over five (5) feet in height, as measured from the ground on which it stands, shall be constructed or maintained on any lot in River's End, excepting temporary fences during construction or improvements. Privacy fences on the rear lot line and sideyards can be permitted to be six (6) feet in height. A fence location plan, height, design, materials and color shall be approved by the ARC. No fencing will be permitted forward of the rear foundation, closest to the side yard.

(i) Television antennas shall be permitted but must be located on a rear roof, or behind a shed or other permitted freestanding structure. Satellite dishes may be installed in rear yards, not closer than fifteen (15) feet to property lines and must be black or Gray in color. Other locations may be permitted by the ARC if not visible to adjacent residents or from the road.

(j) Solar Panels are permitted on rear and side facing roofs. Front facing roofs will only be considered if alternative space does not allow for energy collection to meet design requirements. Written approval of exterior elevations shall be required from the ARC prior to installation.

**11. BUILDING PLANS.** The following general prohibitions and requirements shall apply to construction or other activities conducted on any numbered lot or given land area in River's End.



(a) In order to ensure the development and maintenance of River's End as a residential development of high standards, the Architectural Review Committee shall be vested through the Association's Board of Directors with the powers to review and approve, modify or reject new construction, additions exterior renovations and landscaping to be placed upon any lot or other land within River's End. The ARC shall be a permanent committee of the Association consisting of three (3) voting members appointed by the Board for a term of three (3) years also the Board shall appoint the chairman. A majority of the members shall constitute a quorum, and a majority vote of members shall be required for an action of the ARC.

(b) The owner of each and every lot or other land area within River's End, by accepting title thereto or by occupying the same, hereby covenants and agrees that no land clearing, 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 a complete set of site specific plans and specifications shall have first been approved in writing by the ARC, and that each such building, structure, or other improvement shall be erected, altered, rebuilt, placed, or permitted to remain upon any such lot or other land area only in accord with such approved plans and specifications.

(c) Provided full information is given, should the ARC refuse to approve or fail to respond to any such plans and specifications within thirty (30) days after written receipt, the owner may bring an appeal to the Board of Directors for review.

**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 restrictions as herein before or hereinafter set forth.

(a) 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.

(b) The ARC will be permitted to inspect the building site during construction to enforce and monitor restrictions and building guidelines. Any reviews or inspections by or on behalf of the Association or its ARC or any approval given in connection therewith are intended and are solely for the benefit of the Association and its ARC; and are inspections of compliance rather than quantity or quality and are not to be relied upon by any owner or by any other party as evidence or assurance of compliance with applicable plans and specifications, these Restrictive Covenants, or applicable laws, ordinances, rules and regulations, or as a waiver by the Association or its ARC of an owner's obligation to comply with the same unless a written waiver has been received from the ARC. Approval of any plans and specifications shall not be construed as assurance of quantity or quality of construction. Nothing contained in these Restrictions shall be construed in any manner as to impose upon the Association, its Board of Directors, or the ARC, its members, of any liability whatsoever in connection with or arising from the review, approval or disapproval of plans and specifications and related duties and functions.

(d) The elevation of any given lot or land area, the grade shall not be changed so as to materially affect the drainage onto the surrounding lots or land area without first obtaining the prior approval in writing of the ARC.

**12. TREES.** Trees are an important factor in maintaining the privacy and natural attractiveness of River's End and should be regarded as an asset by individual lot owners. Consequently, all lots are required to remain wooded until construction is approved. The removal of trees will only be permitted for the erection or placement of dwellings and for the construction or placement of utility lines, driveways, sewage facilities, freestanding buildings and to remove those, which are dead or potentially dangerous. Furthermore, the removal of any hardwood tree with a diameter of 10" or more (measured 42" above ground) requires advance written permission from the ARC.

**13. OWNER'S OBLIGATIONS TO REBUILD.** If all or a portion of a residence is damaged 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.

**14. CONSTRUCTION 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 refundable cash bond of \$500.00 to be used for maintenance, regrading and seeding the shoulders in front of each prospective lot upon which the house is being constructed. Upon completion of the home, if the shoulders and road surface are found in proper condition the full amount of deposit will be returned. However, if shoulders or road surface are damaged and regrading, reseeding and repairs are necessary, the cost will be deducted from the bond and any amount above the bond will be charged to the owner. The Board is hereby authorized to change, increase, or decrease the bond amount at its discretion, without the need to amend this Declaration.

**15. PARKING SPACE REQUIREMENTS & DRIVEWAYS.** Each lot owner shall provide two (2) parking spaces for vehicles off of the roads of River's End in addition to those spaces required by the section concerning garage requirements. Temporary parking on the roads shall be limited to twenty four (24) hours. All driveways must be either asphalt or concrete. No loose stone driveways will be approved. See Paragraph 10(d) and 10(e) for additional parking restrictions.

**16. NUISANCES.** 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. Maintenance and repair of the lot and improvements located thereon, including without limitation, houses, bulkheads, retaining walls, fences drainage etc. 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 are 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.

**17. SANITATION.** Only septic systems shall be used upon any lot or land area located in River's End. All septic systems shall be constructed and maintained in accord with the rules and regulations established by the Delaware Department of Natural Resources and Environmental Control and health authorities having jurisdiction over River's End. Whenever public sewer mains are made available to any lot in River's End, all premises adjacent to such public sewer mains shall be connected to said mains at the expense of the owners of such lots. The ARC shall be given a copy of the approved drawings for well and septic installations prior to work commencing, also a copy of the contractors insurance covering damage to the road surface, shoulder and swales otherwise a construction bond will be required, see paragraph 14.

**18. RENTAL OF RESIDENCE.** Subject to the restrictions set forth in paragraph 2 above, any owner of any lot in River's End may rent their property for the sole purpose of residential occupancy. All covenants, restrictions, rules and agreements are applicable to such rentals (tenants and guests) and those persons renting 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.

**19. INGRESS & EGRESS.** No portion of any lot shall be used as a street or right-of-way for ingress or egress to River's End. This shall not include private access drives or walkways created within the boundaries of the lot for the owner's sole use and service thereto.

**20. ANIMALS & LIVESTOCK.** No 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 Association, so long as they are kept, bred, or maintained for non-commercial purposes. Furthermore, the number of domesticated animals shall be limited so as not to constitute a kennel operation. Dogs will be kept on a leash at all times when not on the owner's property. Owners are responsible for picking up after dogs on roads and common areas.

**21. BUSINESS & SALES ACTIVITIES.** An owner or occupant residing in a dwelling on a lot in River's End may conduct business activities inside the dwelling as long as the business activity:

- (a) Is not detectable from outside the dwelling;
- (b) Conforms with these Covenants and with all applicable zoning requirements;
- (c) Does not involve door-to-door solicitation in River's End;
- (d) Does not, in the Board's reasonable judgment, generate an excessive level of vehicular or pedestrian traffic or vehicular parking in River's End; and
- (e) Is consistent with the lot's residential character and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security, safety, or property values of other residents of River's End, as may be determined in the sole discretion of the board.

**Community Sale**

All other business, trade, or commercial activity, including but not limited to garage sales and yard sales, is prohibited on any lot in River's End. A community sale on lands at 111 Rivers End Drive may be held once a year by request of 10% of residents, with the date and time established and noticed by the Board.

**22. COMMON AREAS.** The streets, roads, entrance areas, recreational areas and designated common areas in River's End are hereby dedicated for the use of all the residents and property owners of River's End. Alterations or improvements to roads, drainage swales or common areas in River's End shall require the approval of the Board of Directors.

**23. ASSOCIATION.**

(a) Every person, firm or corporation who acquired title, legal or equitable, in any one of the lots in River's End shall become a member of the 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 any such person, firm or corporation should realize upon their security and become the owner or owners of a lot within River's End, such person, firm or corporation will then be subject to all the requirements and limitations imposed in these Restrictions on such owners within River's End and all members of the Association, including those provisions with respect to the payment of assessments as provided under Paragraph 24 hereof.

(b) The general purpose of the Association is to assume the rights, duties and obligations created herein (and as set forth in its Certificate of Incorporation) and intended to be assumed by the Association; to implement and enforce these Restrictions; to further promote the community welfare of property owners in River's End; and to do any and all other things related to the operation of a homeowner's association.

(c) The Association shall have the power and authority to make, establish, promulgate, amend, repeal and enforce any reasonable rules and regulations concerning the common areas and lots for the purpose of implementing these Restrictions, governing River's End, operating the Association and fulfilling the duties and obligations and exercising the powers of the Association.

(d) In addition to such powers as are granted or assigned to it by other provisions of these Restrictions and its Certificate of Incorporation, 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 ("the Board") of five (5) members, all of whom shall be lot owners in River's End. The Board shall be nominated, elected and appointed by the vote in person or by proxy of the owners of all lots located in River's End in accordance with the provisions set forth in Paragraph 23(e) of these restrictions.

(e) The Board shall be elected by the vote of the lot owners of River's End. The Directors shall be elected for a two (2) year term and shall hold office until their successors are chosen and qualified in their stead. There shall be no limit as to the number of terms a person may serve as a director. Election Day will be the third Tuesday in October at the Annual Meeting with the newly elected Board Members taking office on November 1st.

(f) The Board will appoint a Nominating Committee consisting of one Board member and at least two volunteers from the Association members, who will be responsible for sending out a letter to members soliciting interest in serving on the Board, and receiving the names and reviewing qualifications of nominees who wish to run for the Board. The Committee will prepare the ballots and a biography of the candidates for election to be sent to all members thirty (30)

days prior to the Annual Meeting. Ballots shall be returned by mail, REPOA drop box or e-mailed to the Secretary or handed in at the Annual Meeting. The Secretary will be responsible for tallying of the votes received and providing an accurate count to the Board at the meeting. Proxies shall be signed by all owners of each lot and shall specify the proxy holder. Every proxy shall state the meeting for which it is to be used or the duration of its validity not to exceed six (6) months, and shall be on file with the Secretary prior to its use in order to be valid. All assessed lot owners in River's End are eligible to vote at any election and to run for election to the Board as long as the lot owners' dues are not in arrears.

(g) The Board shall have the authority to create and publish a policy for the election process in a manner consistent with the above-referenced provisions.

(h) Voting by the owners acting in the capacity of members of the Association shall be on the basis of one vote per lot for each lot owned by a member or members regardless of the number of owners of such lot. A majority of the votes represented in person or by proxy at a meeting at which a quorum is present shall be binding upon all owners for all purposes except when a higher percentage is required by these Restrictions or by the Certificate of Incorporation or By-Laws of the Association. At the Annual Meeting of the Association, any member may make a motion for a decision by the membership.

(i) The Architectural Review Committee, see paragraph 11.

#### **24. ASSOCIATION BUDGET.**

(a) Each year the Board of Directors shall prepare a budget of estimated receipts and expenditures for the year starting on January 1 and ending on December 31. The budget shall be used by the Board of Directors to determine the lot assessments. The budget shall be presented at the Annual Meeting of the members of the Association on the third Tuesday of October, or as soon thereafter as practical, for review and discussion, but shall not be modified or amended except by action of the Board of Directors or as described in subparagraph 23(h) or Paragraph 31. The budget and lot assessments shall be approved and adopted by the Board by December 10 of each year. Failure on the part of the Association to strictly comply with the time periods set forth in this subparagraph 24(a) shall not serve as a basis for challenging any budget and lot assessment approved and adopted by the Board or the enforceability of an assessment.

(b) Regular Assessment. Each and every lot owner in River's End shall pay to the Association a regular maintenance assessment due on January 1st of each year, in an amount to be determined by the Board of Directors in accordance with Paragraph 24(a), for each lot (without regard as to whether the lots are improved or unimproved), owned by a lot owner in River's End. The proceeds received by the Association from the lot owners shall be used for (1) maintenance of the roads, including funding an account dedicated solely for improvements to the roads, (2) maintenance of the entrance and mailbox areas, (3) maintenance of the drainage swales, (4) maintenance of the common use areas as determined by the Board of Directors, (5) lighting for the roads and open areas, (6) maintenance of the open areas as determined by the Board of Directors, (7) costs of operating the Association including insurance premiums, taxes, any debt service, reserves for contingencies, repairs and replacements and other reserves, costs for professional services including legal and accounting services, costs of and reserves for enforcing the Restrictions, and defending the Association against any claim brought against it and indemnifying its directors, officers, employees and agents pursuant to the provisions of Title

6, Section 145 of the Delaware Code, and (8) other similar purposes, including snow removal. If any assessment is not paid on the date when due as herein above provided, then the assessment shall be deemed delinquent and shall, together with interest thereon at the applicable legal rate and the costs of collection, including reasonable attorney's fees as hereinafter provided, continue as a lien on the lot and any structure built thereon, which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then owner to pay such assessment shall remain their personal obligation and shall not pass to their successors in title (other than as a lien on the lot and structure) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, then the assessment shall bear interest from the date of delinquency at the legal interest rate authorized by 6 Del. C. §2301, as amended, and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment, as provided for above, and any reasonable attorney's fees to be fixed by the court, together with the costs of the action. No owner of a lot may waive or otherwise escape liability for the assessment provided by nonuse of the roads, streets, or other common areas, or by abandonment of their lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the lot. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the date of the lien thereof.

(c) Special Assessments. If the receipts budgeted to be received by the Association appear to be insufficient to cover the Association's expenditures as required by paragraph 24(b), then the Board of Directors may, at any time it deems necessary and proper, levy additional assessments upon each and every lot owner, which assessments shall be due within thirty (30) days of the date of the assessments, unless otherwise specified. The assessments levied hereunder shall be limited to the sum total of fifty percent (50%) of the regular assessments for the year.

**25. NONLIABILITY.** Nothing contained herein shall be construed in any manner so as to impose upon the Association any liabilities for property damage and/or personal injury occurring to any person or persons whomsoever for or by reason of the use of, but not limited to the ways, roads, streets, lands, easements, common areas and entrance in River's End.

**26. EASEMENTS.** There is hereby reserved along the side and rear lot line of each numbered lot or given land areas in River's End an easement of ten feet (10) in width for utilities and drainage. There is also reserved along the front of each numbered lot or given land area in River's End an easement of five (5) feet in width for utilities.

**27. RESTRICTIONS & AGREEMENTS.** The Restriction and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot or given land area in River's End and are intended to create mutual, equitable servitudes 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 area, 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 area and of their respective owners.

**28. NOTICE OF VIOLATION.** The Association and/or 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 receiving fifteen (15) days notification by certified or registered mail, the occurrence, continuation or violation of any of these Restrictions; and the court in any such action may award the successful party 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 by that party or an estoppel of that party to assert any rights available to them upon the reoccurrence or continuation of such violation or the occurrence of a different violation.

**29. AMENDMENTS TO RESTRICTIONS.** These restrictions may be amended with at least (30) days' prior written notice to every owner of the lots in River's End of the language of the amendment by (a) the affirmative votes of the owners of sixty percent (60%) of all the lots in River's End, cast in person or by proxy at any meeting called by the Board for such purpose and/or (b) written consent of the owners of sixty percent (60%) of the lots in River's End. Such amendment shall become effective and be evidenced by the recordation in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, of a statement thereof certified by the Secretary of the Association as being adopted in accordance with the provisions of this Paragraph 29 of these Restrictions. The Association has the right to waive, abandon, terminate, modify, alter, change, amend or add to these Restrictions as provided herein. Furthermore, these Restrictions may not be waived, abandoned, terminated, modified, altered, changed or amended so as to affect in any manner the obligation of the lot owners to properly maintain, repair and replace the streets, roads and entrance areas shown on the plot of River's End unless and until such obligation shall have been assumed by the State Department of Transportation or by another responsible governmental agency.

**30. INVALIDATING RESTRICTIONS.** 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.

**31. CALLED ASSOCIATION MEETINGS.** A meeting of the Association may be called by the Board of Directors. The Board of Directors shall call a meeting of the Association upon receipt of a petition signed by 20% of the voting membership as defined in Paragraph 23(a) requesting a meeting of the Association. The petition shall identify in writing the agenda item to be discussed at the meeting. Only the agenda item presented in the petition may be discussed at the called meeting. Within three (3) days of receipt of the petition, the Board shall email members and post a notice of the petition at the mailbox with the date, time and location of the meeting. From posting, a minimum of (10) days' notice must be provided and the meeting shall be held within thirty (30) days of the receipt of the petition.

Exhibit A: Notarized Signature Pages

Exhibit B: Tax Identification Numbers for Properties in River's End Development

