

Prepared By:
Schab & Barnett, P.A.
9 Chestnut Street
Georgetown, DE 19947

Tax Map No. 3-34-18.00-38.00

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, EASEMENTS,
AND REMEDIAL CLAUSES
FOR
BOOKHAMMER ESTATES

This Declaration of Restrictive Covenants, Conditions, Easements, and Remedial Clauses is made this 31st day of August 2000, by Eugene D. Bookhammer, Trustee Under Revocable Agreement of Eugene D. Bookhammer, dated December 9, 1991, and Catherine W. Bookhammer, Trustee Under Revocable Agreement of Catherine W. Bookhammer, dated December 9, 1991 (jointly "declarant"), the owners of the land shown in the plot referred to below.

This Declaration is for the purposes of maintaining property values; providing for and maintaining utilities and common areas; and insuring the quiet and peaceful enjoyment of all residential lots and land located in the subdivision known or to be known as Bookhammer Estates. The subdivision is shown in a plot prepared by Adams-Kemp Associates, Inc. and recorded with the Recorder of Deeds, Georgetown, Delaware, in Plot Book 67, Page, 256. All notes, easements, and restrictions shown on the plot, as it presently exists and as it is amended in the future, are incorporated herein by reference and bind and are hereby imposed upon the land located in Bookhammer Estates.

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

1. Dedication and Application:

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

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

2. Amendment of Restrictions:

These restrictions may be amended, subject to the rights retained herein by declarant, by the written consent of owners of not less than 12 of the lots in Bookhammer Estates. Any amendment shall take effect when a copy thereof, which has been executed and acknowledged by each of the consenting lot owners, is recorded with the Recorder of Deeds in Georgetown, Delaware, and the amendment shall remain amended. However, until the declarant no longer owns any lot, these restrictions cannot be amended without the prior written consent of the declarant.

3. Use:

3.1 Subject to Section 21.3 of this Declaration, each lot located in Bookhammer Estates shall be used solely and exclusively for single family residential purposes. No commercial or business enterprise, including home occupation as defined by the Sussex County zoning ordinances, may be conducted on any lot. The residential use restriction shall not be construed to prohibit the care of five (5) or less children for pay.

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

3.3 Subject to Section 21.1 of this Declaration, all dwellings and other structures built or placed on any lot must be of new construction.

3.4 No mobile home or trailer, either single or double wide, shall be erected or placed on any lot. For purposes of these restrictions, a mobile home or trailer shall include, but not be limited to, a movable or portable dwelling, constructed to be towed on its own chassis, connected to utilities and designed without a permanent foundation for year-round occupancy, which can consist of one or more components that can be retracted for towing purposes and subsequently expanded for additional capacity or of two or more units separately towable but designed to be joined into one integral unit. Modular or manufactured homes, which are not specifically excluded above, may be permitted provided they comply in all aspects with this Declaration.

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

3.6 One accessory building may also be built or placed on each lot. The accessory building shall comply with the following requirements:

- (a) It shall not be made of metal.
- (b) It shall be of the same general construction type and be compatible in appearance with the dwelling.
- (c) It shall not exceed one (1) story in height.
- (d) It shall be used solely in connection with a single family dwelling.
- (e) It shall be placed on the rear portion of the lot, behind the back line of the dwelling.
- (f) It shall be permanently attached to the ground by means of a foundation or concrete slab.
- (g) It shall not exceed six hundred eighty (680) square feet in size.
- (h) It shall not be built or placed upon any lot prior to the completion of the dwelling.

4. Drainage and Utility Easements:

4.1 Drainage and utility easement areas have been reserved by the declarant as set forth in the recorded plot of Bookhammer Estates and these easements shall be maintained continuously by the lot owner.

4.2 All interior side and rear lot lines are reserved for the centerline of a 10 foot wide drainage and/or utility easement; perimeter side and rear lot lines shall have the entire 10 foot easement within the lot; a 10 foot wide drainage and/or utility easement shall be located along lots fronting on private streets.

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

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

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

5. Construction Standards:

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

5.1 Subject to Sections 21.1 and 21.3, only one single family dwelling may be constructed on any lot in Bookhammer Estates and that dwelling shall be of new construction, either stick built or modular, having a minimum square footage of living space of twenty four hundred (2400) square feet. The required square footage minimums shall be exclusive of all porches (enclosed or otherwise), breezeways, carports, basements, attics, garages, terraces, stoops and the like. All dwelling foundations, including porches, but excluding open decks, shall be solid except for permitted ventilation screens and the front and both sides shall be either brick, stone or block. If the foundation is block, it shall be covered with stucco on the front and both sides. Each dwelling shall have a minimum of one window in each side, with predominantly medium to large windows in the front of the dwelling.

5.2 The attached garage for each dwelling must be at least 16 feet wide and 22 feet deep.

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

5.4 The recorded subdivision plot refers to the existing minimum setbacks for Sussex County. However, for Bookhammer Estates, the front setbacks shall be 65 feet and the side and rear setbacks shall be 20 feet. For lots that contain wetlands, governmental regulations regarding construction near wetlands must be obeyed. If two or more adjoining lots are acquired by the same owner for use as one building lot, the applicable boundary lines for setbacks shall be those between the lots owned by the same owner and the adjoining lots owned by others.

5.5 Fuel tanks, gas tanks or similar storage receptacles shall either be buried underground or be in the back yard and screened by shrubbery or a fence. Trash and garbage receptacles shall be kept inside one of the permitted structures except on pick-up days.

5.6 If the plans are approved as provided in this Declaration, in-ground pools shall be permitted. Above-ground pools shall only be permitted if surrounded by a four (4) foot wide wood deck.

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

5.8 No septic system shall be maintained or used on any lot in Bookhammer Estates unless it is constructed and maintained according to the rules and regulations established by those governmental authorities having jurisdiction over septic systems in Bookhammer Estates. Lot owners shall be responsible for the cost of installing and maintaining their systems. Whenever a public or private sewer main is available to any lot in Bookhammer Estates, all lots adjacent to the sewer main shall be connected to the main at the sole expense of the respective lot owners. The owners shall then be responsible for their pro rata share of the cost of maintaining the system, as well as the cost of their service. The declarant shall be exempt from this restriction unless governmental authorities require otherwise.

5.9 Water shall be supplied to each lot by a private well located on each lot. Whenever a public or private central water line is available to any lot in Bookhammer Estates, all lots adjacent to the water line shall be connected to the line at the sole expense of the respective lot owners. Wells on those lots shall thereafter be used only for lawn irrigation/sprinkler purposes. The declarant shall be exempt from this restriction unless governmental authorities require otherwise.

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

5.11 Trees are an important factor in maintaining the privacy and natural attractiveness of Bookhammer Estates and shall be regarded as an asset by individual lot owners and the entire community. Consequently, all wooded lots are required to remain wooded. The removal of trees shall be permitted only for the erection or placement of dwellings and for the construction or placement of utility lines, driveways, outbuildings, garden plots, septic systems, drain fields, and wells.

5.12 If a lot owner wishes to construct, and the declarant or the Association approves, a dwelling which is brought to the lot either partially or totally completed, the lot owner shall be held liable for any damage caused to any area in Bookhammer Estates, including the roads and drainage ditches/swales adjacent to the roads, during the placement of the dwelling on the lot. Ingress and egress to and from a lot must be by the main road only. Placement of the dwelling must be accomplished without using adjoining lots for access, unless those lots are also owned by the lot owner placing the dwelling. A lot owner

shall give the declarant or the Association at least five (5) days' advance written notice as to the time and date of the anticipated placement.

At the time the notice referred to above is given to the declarant or the Association, the lot owner shall give the declarant or the Association \$500.00 as surety for the responsible placement of the dwelling. The \$500.00 will be held in escrow until the dwelling is placed, at which time the money will be returned to the lot owner less any amount needed to repair any damage caused to the roads, stormwater drainage ditches adjacent to the roads, the common areas, right of way or easement areas, or another lot when transporting or placing the dwelling. Should the cost of repair be more than \$500.00, the lot owner responsible for the damage shall be responsible for the additional cost.

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

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

6. Plan Review and Approval:

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

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

accessory buildings and other structures and improvements on all lots in Bookhammer Estates must have prior written approval of the declarant or the Association.

6.3 As a general rule, no plans will be approved which show the front of the dwelling facing anywhere on the lot except the road which fronts the lot. Dwellings on lots with curved front lines may also be built or placed square or parallel to the chord of the arc. Owners of corner lots may decide which road their dwelling will face.

6.4 Refusal to approve any plans and specifications may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the declarant or the Association are deemed sufficient to refuse approval. If the declarant or the Association fails to approve or disapprove plans and specifications within 30 days after the plans and specifications have been delivered to them, then prior written approval shall not be required. However, in no event shall any dwelling, addition, fence, or other structure be built or placed which violates any of the other restriction set forth herein.

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

7. Re-Subdivision Prohibited:

No lot may be re-subdivided; sold, or otherwise alienated into a lesser or smaller parcel without the written approval of the declarant (or the Association once the declarant no longer owns any lot) and until a plot of the revision has been approved by the Sussex County Planning and Zoning Office and/or other governmental authorities and recorded with the Recorder of Deeds, Georgetown, Delaware.

8. Grading:

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

9. Utilities:

9.1 The declarant shall be responsible for the installation of the main electric line, the main telephone line, and the main cable television line within the subdivision. All other costs of installation, hook-up, and maintenance of any and all utility systems shall be the responsibility of the individual lot owners or the respective utility companies.

9.2 No outside television antenna shall be permitted on any lot. A satellite dish no larger than 18" in diameter may be placed with the prior written consent of the declarant

or the Association. A radio antenna may be placed on a lot only with the written approval of the declarant or the Association. Under no circumstances shall an antenna or satellite dish encroach on any side or rear yard setback or be located in an area other than behind the rear building line of the dwelling on the lot.

9.3 Water shall be supplied to each lot by a private well located on each lot. The declarant makes no representations or warranties and assumes no responsibility for the quantity or quality of the water or the types of purification systems that lot owners may choose to install.

9.4 Until a central sewage disposal system is available, each lot shall have its own septic system. The declarant makes no representations or warranties and assumes no responsibility for the quality, type, or cost of the septic system available to or installed on any lot.

10. Nuisances:

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

10.2 Posted speed limits shall be obeyed.

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

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

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

10.6 No gun of any type or description may be used or discharged and no gun shall be carried except to and from hunting or target areas outside the confines of the subdivision. "Gun" includes "BB" guns and pellet guns.

10.7 No self-propelled motorized vehicles of any kind, including but not limited to motor bikes, mopeds or go-carts, shall be driven on any road in Bookhammer Estates unless duly licensed to operate on the roads of the State of Delaware and unless being

operated by a person duly authorized to operate it. No motor vehicle shall be driven on the common areas or stormwater management areas at any time.

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

10.9 Outdoor clothes drying will be permitted only in the area located in the rear of the lot behind the dwelling. In the case of a corner lot, it must be done at least 40 feet from the nearest road. Trees shall not be used for stringing clotheslines.

11. Trash:

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

12. Vehicles and Parking:

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

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

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

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

13. Property Owners' Association:

13.1 Prior to the sale of 12 of the lots, the declarant may, in his discretion, establish the Bookhammer Estates Property Owners' Association and may appoint a Board of Directors. These directors need not be lot owners. After the declarant (or his successor) has

sold all lots in Bookhammer Estates, the Association shall be established (if not previously established) and a Board of Directors of three (3) persons, all of whom must be lot owners, shall be selected by the vote in person or by proxy of the owners of a majority of the lots in the subdivision. For this vote and for all other votes required of lot owners, there shall be no more than one (1) vote cast for each lot. [If two or more people own a lot, they must decide how their one vote will be cast.] The declarant shall also have one (1) vote for each lot still owned by him. The general purpose of the Association is to further and promote the community welfare of all lot owners in Bookhammer Estates. Subject to the rights of the declarant, the Association shall promulgate and enforce the restrictions as necessary to govern Bookhammer Estates.

13.2 After the Association is established and after the sale of 12 of the lots, the Association shall succeed to all the privileges, powers, rights and authority reserved by, vested in and exercised by the declarant as provided in this Declaration, except for the rights specifically reserved by the declarant in this Declaration.

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

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

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

14. Maintenance:

14.1 Roads: The roads in Bookhammer Estates are private roads. The declarant may convey the roads to the Association at anytime after 12 lots have been sold but must convey the roads to the Association after all the lots have been sold. Once conveyed to the Association, the Association shall maintain the roads. Neither the State of Delaware nor Sussex County shall at any time have any responsibility for the maintenance of the roads. Until the roads are conveyed to the Association, the declarant shall be responsible for the maintenance of the roads.

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

14.2 Stormwater Management Area: This area, as shown on the subdivision plot, may be conveyed to the Association after 12 lots have been sold but must be conveyed to the Association after all the lots have been sold. Until conveyed by the declarant, maintenance of this area shall be the responsibility of the declarant. Once conveyed to the Association, its maintenance shall be the responsibility of the Association, using the assessments. Neither the State of Delaware nor Sussex County has any responsibility for the maintenance of this area.

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

14.4 Common Areas: The only other common areas are located at the entrance. This area may be conveyed to the Association after 12 lots have been sold but must be conveyed to the Association after all lots have been sold and shall thereafter be maintained by the Association.

15. Assessments and Costs:

15.1 Each lot owner in Bookhammer Estates covenants to pay to the declarant or to the Bookhammer Estates Property Owners' Association or to their successors an initial assessment of \$100.00, which amount shall be shown on the settlement sheet as an expense to the buyer and which shall be paid at settlement. This assessment shall be paid only by those who buy their lots from the declarant or his successors or assigns; this assessment is not due when lots are subsequently conveyed by owners other than the declarant or his successors or assigns. The purpose of this assessment is to fund the account needed to pay the expenses referred to in Section 14 of this Declaration.

15.2 In addition to the initial assessment referred to above, on January 1st of each year there will be a maintenance assessment of \$100.00 per lot for that calendar year. This assessment may be adjusted by the declarant or the Bookhammer Estates Property Owners' Association as expenses dictate. The annual assessment shall be prorated at the settlement of any lot sold by the declarant.

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

15.4 If a lot owner conveys property to a subsequent purchaser without paying assessments owed, the declarant or the Association may proceed against both the seller of the property and the buyer, since the obligation for payment of assessments remains an obligation of the delinquent owner as well as a lien on the property. If legal action is necessary to collect a delinquent assessment, court costs and reasonable legal fees shall be added to and become a part of any court award or judgment rendered to the declarant or the Association.

15.5 Lots, whether improved or unimproved, which are titled in the name of the declarant and which are held for sale or re-sale, shall be exempt from all assessments. However, declarant shall remain responsible for his proportionate share of all maintenance expenses referred to in Section 14, based on the number of lots still owned by him.

16. Vehicular Access:

Vehicular access to all lots shall be from interior roads only. Lot 8 shall not use the 50' wide easement shown on the subdivision plot for ingress, egress, or any other purpose.

17. Signs:

Subject to Section 21.3, no advertising signs shall be permitted on any lot in Bookhammer Estates, except for signs offering the lot for rent, sale, or both. These signs may be displayed on the lot which is for sale or rent and the signs shall not be bigger than 18 inches by 24 inches. Builder's signs of similar size are allowed until the dwelling is completed and a certificate of occupancy has been issued.

18. Wetlands:

There are wetlands in Bookhammer Estates. Activities within these wetlands may require a permit from the U.S. Army Corps of Engineers and/or the State of Delaware. Lots which contain wetlands are subject to all state and federal regulations regarding wetlands.

19. Disclaimers:

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

20. Enforcement:

20.1 The declarant, the Association, or any lot owner to whose benefit these restriction inure may proceed at law or in equity to prevent the occurrence or continuation of a violation of any of these restrictions. The court in any such action may award the successful party reasonable expenses in prosecuting the action, including witness fees, court costs, and reasonable legal fees.

20.2 The remedies specified in this Declaration are cumulative and the delineation of them shall not be taken to preclude any aggrieved party from resorting to any other remedy at law or in equity or under any other statute. The delay or failure on the part of an

aggrieved party to invoke any available remedy in respect to a violation of any of these restrictions shall not be held to be a waiver against that party or an estoppel of that party to assert any available right upon the reoccurrence or continuation of the violation or the occurrence of a different violation.

21. Miscellaneous:

21.1 Lot 11: Despite Section 3.3 and any other provision of this Declaration which require all dwellings to be new, the home which presently is located on Lot 11 may remain and may be used for residential purposes. Lot 11 and the home presently located there shall be bound by this Declaration, but there is no requirement that the home be renovated solely for the purpose of complying with the Declaration. If Lot 11 is further improved or if the existing home is renovated, the improvements or renovations must comply with Section 5 and all plans and specifications must be submitted to the declarant or the Association pursuant to Section 6.

21.2 Agricultural Use: Bookhammer Estates is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of lots in Bookhammer Estates is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

21.3 Lots 1 & 19: Because of their proximity to Route 24, lots 1 and 19 may not be as suitable for residential purposes as are the other 17 lots. Because of this, these lots may be used for other than residential purposes, subject to the following:

a. The declarant, in his sole discretion, shall determine what use, other than residential use, is appropriate for lots 1 and 19. Once the declarant no longer owns any lot, and if either or both lots are vacant, the Association shall then, in its discretion, determine what use, other than residential use, is appropriate for whichever of these lots is vacant.

b. If either or both of these lots are used for other than residential use, the declarant or the Association (once the declarant no longer owns any lot) shall determine what portions of this Declaration are not applicable to lots 1 and 19 because of their use for non-residential purposes. (By way of illustration only, signs advertising the non-residential use may be permitted, etc.)

c. Lots 1 and 19 may be used for residential use and, if so, will be subject to this Declaration as are the other lots. Once used for residential purposes, the use may not be changed without the consent of the declarant or the Association.

