

Tax Map: See Exhibit “A”

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**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MAJESTIC MEADOWS SUBDIVISION**

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OF
MAJESTIC MEADOWS SUBDIVISION**

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AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MAJESTIC MEADOWS SUBDIVISION

THIS AMENDED AND RESTATED DECLARATION is made this ____ day of _____, 2026, by Key Properties Group, LLC., a Delaware limited liability company, hereinafter referred to as Declarant.

WHEREAS, Declarant is the owner of all of the land located on Sussex County Road No. 258 (Hudson Road), Tax Map Numbers as identified on Exhibit “A”, attached hereto and incorporated herein, Broadkill Hundred, Sussex County, Delaware, which is shown on an approved Final Subdivision Plot entitled “MAJESTIC MEADOWS”, of record in the Office of the Recorder of Deeds, Plot Book 278, pages 1-3, in and for Sussex County, at Georgetown, Delaware; and

WHEREAS, on February 26, 2020, the Declarant caused to be recorded a “Declaration of Covenants, Conditions and Restrictions of Majestic Meadows Subdivision” dated February 3, 2020 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Deed Book 5205, Page 186 (the “Original Declaration”); and

WHEREAS, as owner of MAJESTIC MEADOWS in its entirety, including the lands subject to the Original Declaration and as included in Exhibit “A” herein, Declarant has amended the Original Declaration and replaced it in its entirety with this “Amended and Restated Declaration of Covenants, Conditions and Restrictions”; and

WHEREAS, it is the desire and intention of the Declarant to sell single family dwellings and/or lots (hereinafter, generally “Properties”) in a unique residential development featuring a common development scheme, utilizing high-quality construction, and maintaining a high level of aesthetic appearance throughout the Subdivision, as hereinafter defined; and

WHEREAS, it is the further intention of the Declarant to impose upon the Properties mutually beneficial covenants, conditions and restrictions under a general plan of improvement for the benefit and preservation of values of all the Properties in the Subdivision, and for the preservation and maintenance of Common Properties (as hereinafter defined) in the Subdivision; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of values of Properties, Common Properties and facilities at MAJESTIC MEADOWS to create a legal entity that will own the Common Property and to which will be delegated and assigned the powers of: maintaining and administering the Common Property; administering and enforcing these covenants, easements and restrictions; and levying, collecting and disbursing the Assessments and charges hereinafter created; and

WHEREAS, the Declarant will create, under the laws of the State of Delaware, a non-stock, not-for-profit corporation, to be known as MAJESTIC MEADOWS HOMEOWNERS' ASSOCIATION, INC., or a similarly named corporation, for the purposes of exercising the aforesaid functions;

NOW, THEREFORE, DECLARANT HEREBY DECLARES that all of the Properties in the Subdivision are held and shall be held, conveyed, mortgaged or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions, easements and reservations, all of which are declared and agreed to be in furtherance of a plan for the Subdivision and are established and agreed upon for the purpose of enhancing and protecting the values, desirability, and attractiveness of the Properties and every part of the Subdivision, and which shall align with the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, and on their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

As used in the foregoing recitals and throughout this Declaration, the following terms shall have the following definitions:

1.1 “Annual Fees” shall mean annual charges determined by the Association and assessed to the Owners and their Properties for the ongoing maintenance and management of the Association, the Association Property, the Common Property and, as more fully set forth herein.

1.2 “Architectural Review Committee” or “ARC” shall mean and refer to that permanent committee of the Association created for the purpose of establishing and enforcing criteria for the construction and maintenance of Improvements within the Subdivision.

1.3 “Assessment” shall mean and refer to those charges, including fees, imposed by the Association from time to time against Properties and Members for the purposes, and subject to the terms set forth herein. “Assessment” and “Annual Fees” shall have the same meaning.

1.4 “Association” shall mean and refer to MAJESTIC MEADOWS HOMEOWNERS' ASSOCIATION, INC., a Delaware non-stock, not-for-profit corporation, its successors and assigns.

1.5 “Association Property” shall mean and refer to all real and personal property, other than the Common Property, which may be owned or acquired by the Association for the benefit and private use and enjoyment of all Owners.

1.6 “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.

1.7 “By-Laws” shall mean and refer to the By-Laws of the Association, as amended from time to time.

1.8 “Certificate of Incorporation” shall mean and refer to the Certificate of Incorporation of the Association, as amended from time to time.

1.9 “Closing” shall mean and refer to the date of settlement of an Owner’s purchase of a Property at MAJESTIC MEADOWS.

1.10 “Common Property Expenses” shall mean and refer to all expenses incurred by the Association in connection with its ownership and maintenance of Association Property or Common Property, and in connection with the exercise of its functions, as set forth herein.

1.11 “Common Property” shall mean and refer to all portions of the Subdivision, including storm water ponds & areas, which are intended for the common benefit, use and enjoyment of the Owners and Members, and which are identified and dedicated to the Association on any recorded Plots of the Subdivision, or conveyed to the Association by deed.

1.12 “Common Surplus” shall mean and refer to all receipts of the Association, including but not limited to Assessments, fees, membership dues, rents, profits and revenues, in excess of the amount of Common Property Expenses.

1.13 “County” shall mean and refer to Sussex County, Delaware.

1.14 “Developer or Declarant” shall mean and refer to KEY PROPERTIES GROUP, LLC., a Delaware limited liability company, its successors and assigns.

1.15 “Declaration of CCR’s” shall mean and refer to this instrument and all exhibits hereto, as amended from time to time.

1.16 “Improvements” shall mean and refer to all structures of any kind, including, without limitation, any building, fence, wall, sign, paving, grading, parking, building, addition, alteration, screen enclosure, sewer, drain disposal system, decorative building, landscaping or landscape device or object together with any construction work or treatment done or applied to a Lot in connection therewith.

1.17 “Institutional Mortgagee” shall mean and refer to a bank, bank holding company, trust company or subsidiary thereof, savings and loan association, insurance company, pension fund, mortgage company approved by Developer, an agency of the United States government or Developer, which holds a first mortgage or subsequent mortgage of public record on a single family lot, and the holder of any mortgage of public record given or assumed by Developer whether a first mortgage or otherwise, and their respective successors and assigns.

1.18 “Pond” or “Water Feature” shall mean or refer to that portion of the Common Property designed to hold and retain water, and which is a part of the surface or storm water management system for the subdivision.

1.19 “Lot” shall mean any parcel of land that is shown and designated as a separate numbered building lot on the Plot (as hereinafter defined).

1.20 “Member” shall mean and refer to Association Members and the Declarant; Declarant shall be a Member of the Association from and after the date of recordation of this Declaration in the public records of the County and for so long as Declarant shall own one or more Properties.

1.21 “Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of title to any Lot, or any portion thereof, which is a part of the Property, but excluding those having such interest merely as security for the performance of any obligation.

1.22 “MAJESTIC MEADOWS” shall refer to the common name of the Community and shall include the Properties and the Common Property.

1.23 “Plot” shall mean any Plot of the Subdivision approved by Sussex County and recorded in the Office of the Recorder of Deeds, in and for Sussex County, in order to subdivide it, and any amended Plot(s) of the Subdivision that may hereafter be recorded by the Declarant.

1.24 “Property” or “Properties” shall individually or collectively refer to any single-family Lot.

1.25 “Recorder's Office” shall refer to the Office of the Recorder of Deeds, in and for Sussex County.

1.26 “Residence” shall mean and refer to a dwelling to be constructed within the subdivision.

1.27 “Residential Purposes” shall mean all ordinary residential activities and uses except for those that are excluded by these covenants and restrictions either specifically or by necessary implication or by the Sussex County Zoning Ordinances.

1.28 “Site or Record Plan” shall refer to a recorded development plan of property owned by the Declarant, entitled “MAJESTIC MEADOWS – Final Record Plat”.

1.29 “Street” shall mean and refer to any street or other thoroughfare which is constructed by Declarant which is dedicated to the Association on the Record Plan or is conveyed to the Association by deed, whether designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation.

1.30 “Subdivision” shall refer to and include the 26 Lot Subdivision on the Revised Final Subdivision Plat entitled “MAJESTIC MEADOWS”, approved on January 24, 2019 and recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware and on any other amended Plot of the Subdivision that may hereafter be recorded by the Developer. In addition to the Properties which are shown on the Plot, unless the context clearly requires otherwise, as used herein the term “Subdivision” shall include all drainage, utility and other easements, common areas, including the streets, open spaces, and any community amenities which are included on the Plot of the Subdivision and which shall be subject to these covenants and restrictions to the extent permitted by law.

ARTICLE 2

PROPERTY SUBJECT TO THIS DECLARATION

All lands shown on the Plot entitled "MAJESTIC MEADOWS REVISED FINAL SUBDIVISION PLAT" as referred to in the definition of "Subdivision", above, shall be subject to the provisions of this Declaration. Notwithstanding anything to the contrary herein pertaining to amendments to this Declaration, and without the consent of any Owners of a Property or the Association, the Declarant may amend this Declaration to change the terms and conditions hereof. Any such submission shall be subject to this Declaration, and all provisions of such submission shall be in addition to, but not in abrogation or substitution of, this Declaration.

ARTICLE 3

MAJESTIC MEADOWS HOMEOWNERS' ASSOCIATION, INC.

3.1 **Formation.** At or after the time of the recording of this Declaration and prior to the sale of lots or lots and homes, Declarant shall cause the Association to be formed by the filing of the Certificate of Incorporation therefore in the Office of the Secretary of State of Delaware. The Association is formed to operate, maintain and ultimately own the Common Property; to perform, administer and enforce the covenants, conditions, easements, restrictions and other provisions set forth in this Declaration and any Rules and Regulations promulgated by the Association. The Association shall have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and the By-Laws and any amendments thereto. Subject to the additional limitations provided herein and in the Certificate of Incorporation and By-Laws, the Association shall have all of the powers and be subject to all of the limitations of a not-for-profit membership corporation as contained in Delaware statutes in existence as of the date of recording this Declaration and in its Certificate of Incorporation and By-Laws. The Developer, by including additional property within the jurisdiction of this Declaration, may cause additional membership in the Association. The Association shall be bound to accept and maintain any Common Property or Association Property conveyed to it by the Declarant.

3.2 **Membership.** Each buyer of any Property now or hereafter located within the subdivision shall be subject to a lien for assessments and shall automatically become a Member of the Association upon said Property being deeded to them. Membership shall continue until such time as the Owner transfers or conveys their interest in their Property or their interest is transferred or conveyed by operation of law. No person or entity who or which holds an interest of any type or nature whatsoever in a Property only as security for the performance of a debt obligation (mortgage) shall be considered a Member. Declarant shall be considered a Member of the Association from and after the date of recordation of this Declaration in the public records of the County and for so long as Declarant shall own one or more Properties that are held for sale.

3.3 **Voting.** The Association shall have one (1) class of voting membership consisting of the Members of the Association. All Members shall be entitled to vote on all matters properly

coming before the membership. Votes shall be cast or exercised by each Member in such manner as may be provided in the By-Laws of the Association. The Members shall have one (1) vote for each Property to which title has been conveyed to the Owner and the deed therefore recorded in the public records of the County. When more than one person holds an interest in any Property, the vote or votes for such Property shall be exercised as they among themselves determine, but in no event shall multiple Owners of a Property be entitled to collectively cast more than the one (1) vote for that Property. Anything contained herein to the contrary notwithstanding, Declarant shall be entitled to cast that number of votes equal to the number of Properties owned less the number of Properties to which Declarant has transferred fee simple title to an Owner other than the Declarant or The Association. These Declarant voting rights are in addition to Declarant's rights to control the Association, pursuant to subsection 3.6 herein.

3.4 Administration of the Association. The business affairs of the Association shall be managed by or under the direction of the Board of Directors, initially comprised of Four (4) Directors, in accordance with this Declaration, the Certificate of Incorporation and the By-Laws. The Certificate of Incorporation and By-Laws may be amended in the manner set forth therein, but no such amendment shall conflict with the terms of this Declaration without the Declarant's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

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

3.6 Control by Declarant. Anything contained herein to the contrary notwithstanding, Declarant shall have the right to retain control of the Association until the date by which the following events must occur:

- A. Not later than sixty (60) days after Declarant conveys ownership of twenty-five percent (25%) of the Lots in the subdivision, not less than twenty-five percent (25%) of the members of the Executive Board/Board of Directors must be elected by Owners other than Declarant.
- B. Not less than sixty (60) days after Declarant conveys ownership of fifty percent (50%) of the Lots within the subdivision, not less than thirty-three percent (33%) of the members of the Executive Board/Board of Directors must be elected by Owners other than Declarant.
- C. Not later than sixty (60) days after Declarant conveys ownership of seventy-five percent (75%) of the Lots within the subdivision, not less than fifty percent (50%) of the Executive Board/Board of Directors must be elected by Owners other than Declarant.
- D. Not later than the termination of any period of Declarant control, the unit owners

must elect an Executive Board/Board of Directors of at least three (3) members, at least a majority of whom must be Owners. Unless the Declaration provides for the election of officers by the Owners, the Executive Board shall take office upon election or appointment. After the period of Declarant control, such appointed members:

- (i) Shall not be appointed by the Declarant or an affiliate of the Declarant;
- (ii) Shall not comprise more than thirty-three percent (33%) of the entire board; and
- (iii) Have no greater authority than any other member of the Executive Board.

So long as Declarant retains majority control of the Association, Declarant shall have the right to appoint and remove, with or without cause, all members of the Board of Directors, and the Architectural Review Committee, and to appoint and remove with or without cause, all officers of the Association, and no action of the membership of the Association shall be effective unless, and until approved by Declarant. After turnover of control of the Association and so long as Declarant owns any Property within MAJESTIC MEADOWS, the Declarant shall have the right to appoint one (1) Member of the Board of Directors. Members of the initial Board of Directors appointed by the Declarant need not be Members of the Association or an Owner. In the event that Declarant shall enter into any contracts or other agreements for the benefit of Owners or the Association, Declarant may, at its option, assign its obligations under the agreements to the Association, and in such event, the Association shall be required to accept and assume such obligations.

3.7 Notice of Possible Low Flying Aircraft. All property Owners/Association Members in Majestic Meadows are hereby officially notified of the possibility of low flying aircraft over the Subdivision from a private Airport known as Eagle Crest Airport which is within a 5-mile radius of the subdivision.

3.8 Conflicts with The Delaware Uniform Common Interest Ownership Act. In the event of a conflict between this Declaration and the Delaware Uniform Common Interest Ownership Act (DUCIOA), the requirements of DUCIOA shall control.

ARTICLE 4

COMMON PROPERTY AND ASSOCIATION PROPERTY

4.1 Common Property. The Common Property is intended for the use and enjoyment of the Owners and their guests and invitees. The Association shall be responsible for the management, repair, replacement, maintenance and operation of the Common Property and the Association Property, and for the payment of all property taxes and other assessments which are or may become liens against the Common Property or the Association Property, from and after the date of recordation of this Declaration. The Perimeter Buffers are Common Property shown on the Plot shall be maintained and preserved in perpetuity; they shall not be disturbed or altered in any way by any Owner of a Lot. Any disturbance or alteration may be subject to enforcement as set forth herein and by Sussex County.

4.2 Association Property. The Association shall have the power and authority to acquire and convey such interests in real and personal property as it may deem beneficial to its Members. Such interests may include fee simple or other absolute ownership interests, leaseholds, or such other possessory use interests as the Association may determine to be beneficial to its Members.

4.3 Rules and Regulations Governing Use of the Association Property and Common Property. The Association, through its Board of Directors, shall regulate the use of the Common Property by its Members and Owners and may from time to time promulgate such rules and regulations (the "Rules and Regulations") consistent with this Declaration, governing the use thereof as it may deem to be in the interests of its Members. Without limiting the foregoing, the Association shall have the right to promulgate rules and regulations governing use of the Common Property by Members, Owners, their guests and employees. A copy of any Rules and Regulations established hereunder and any amendments thereto shall be made available to all Members of the Association. Such Rules and Regulations, and all provisions, restrictions and covenants contained in this Declaration, including without limitation, all architectural and use restrictions contained herein, may be enforced by legal or equitable action by the Association or an Owner.

4.4 Traffic Regulations. The Association, through its Board of Directors, shall have the right to post motor vehicle speed limits throughout MAJESTIC MEADOWS, and to promulgate traffic regulations (the speed limits and traffic regulations are collectively referred to herein as the "Traffic Regulations") for use of the Streets owned by the Association. A copy of any Traffic Regulations established hereunder, and any amendments thereto shall be made available to all Members.

4.5 Owners' Easements of Enjoyment. Subject to the provisions herein below, each Owner shall have a non-exclusive right and easement of enjoyment in and for the Common Property, which easement shall be appurtenant to, and shall pass with, the title to each Property.

4.6 Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

4.6.1 The assignable rights, powers and privileges of the Developer, to go on, over, under and upon every portion of the Common Property to erect, lay, implant, construct, maintain, extend, use and repair electric, telephone, and television poles, cables, wires and conduits, drainage ways, sewers, water mains, gas lines and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, water, sewer, drainage and other public and private conveniences and utilities, including the right to locate, construct, maintain, use and repair wells, pumping stations and water pressure regulating vaults. Easements may also be used to pile snow in order to maintain the safety of transportation within the development. These rights include the right to cut any trees, bushes or shrubbery, and the right to make any gradings of the soil or take any similar action reasonably necessary to provide and extend economical and safe installation and maintain reasonable standards of health, safety and appearance. These rights shall also include the exclusive and alienable right to sell, grant and convey or dedicate roadways and other means of vehicular and pedestrian ingress and egress. These rights are and shall be in addition to all other easements reserved herein and upon any subdivision plat or other easement agreement;

4.6.2 The right of the Declarant to change and realign the boundaries of the Common Property, or any Property or portion of the Subdivision owned by Declarant, including the realignment of boundaries between adjacent Properties, owned in whole or in part by Declarant;

4.6.3 The right of Declarant and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property;

4.6.4 The right of the Declarant and the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by the Owner, and for any period during which such Owner is in violation of this Declaration or any of the Rules and Regulations promulgated by the Association, including the Traffic Regulations;

4.6.5 The right of the Declarant and the Association to properly maintain the Common Property;

4.6.6 Restrictions contained on any Plot, or filed separately, with respect to all or any portions of the Common Property, or the Subdivision, generally;

4.6.7 All of the provisions of this Declaration and the Certificate of Incorporation and By-Laws of the Association, and all exhibits thereto, and all rules and regulations adopted by the Association, including any Traffic Regulations, as the same may be amended from time to time;

4.6.8 The right of the Declarant to develop MAJESTIC MEADOWS and to sell or lease Properties therein. As a material condition of ownership of a Property in MAJESTIC MEADOWS, each Owner releases Declarant from any and all claims that the Owner might have for interference with their quiet enjoyment of the Common Property due to the development at MAJESTIC MEADOWS, whether or not the construction operations are performed on the Common Property, or on any other Properties owned by Declarant, and each Owner acknowledges and agrees that Declarant shall have the sole right of design, construction, development and improvement of the Common Property. Declarant also may at their discretion maintain one or more construction trailers, sales trailers, or storage trailers on any portion of unsold properties or common areas for the purpose of construction, development and sales of lots and dwellings. Notwithstanding this provision, Declarant may, at its sole discretion, elect to sell only vacant lots, in which event, the construction of homes would be done by others.

For so long as Declarant owns or has any use rights to any property subject to this Declaration, Declarant shall have the right to transact any business necessary to consummate sales of Properties throughout MAJESTIC MEADOWS including, but not limited to the right to maintain an office, to have employees in such office, and to construct and maintain other structures or appurtenances which are necessary or desirable for the development and sale of Properties throughout MAJESTIC MEADOWS, to post and display a sign or signs on any Properties owned by Developer or the property owned by the Majestic Meadows Homeowner's Association; and to use the Common Property and to show Properties. The Sales office, all Signs and all other

structures and appurtenances pertaining to the sale or development of Properties within MAJESTIC MEADOWS shall not be considered Common Property and shall remain the property of the Declarant.

4.6.9 Any Easements set forth in the Section entitled "Easements", herein.

ARTICLE 5

MAINTENANCE OF COMMON PROPERTY OWNED BY HOMEOWNER'S ASSOCIATION

5.1 Property Owner Responsibilities. The Owner of a Property shall be responsible for all maintenance and repair of such Property, including, without limitation, the Residence located thereon. Property Owners shall be responsible for mowing the grass up to the pavement including mowing and maintaining swales to accommodate storm water.

5.2 Association Responsibilities. The Association shall be responsible for the maintenance of all Association Property, including the Roads and Infrastructure (maintenance, street lights and snow removal) and Grounds and Common Property (landscaping, irrigation, stormwater management, entrance signage and maintenance), and the costs thereof to be borne by the Owners through Assessments by the Association pursuant to Article 6 of this Declaration.

5.3 Maintenance by Association. The Association is authorized to and shall, either by virtue of the appointment of a real estate management agent, or through its own personnel, be responsible for the maintenance and repair of the Association Property, the Common Property, including the performance of obligations which may be placed upon the Common Property by governmental agencies or other regulatory agencies having jurisdiction. Specifically, the Association shall maintain and be responsible for, at the common expense of the owners, and shall include, but not be limited to the following:

5.3.1 All subdivision streets (including, but not limited to, snow removal, street lights, etc.).

5.3.2 Maintaining the storm water ponds, ponds, water features and swales in the common property.

5.3.3 Open Areas, as shown on the Plot.

5.3.4 All landscaping of the Common Property, including without limitation, all sodding, shrubbery, plants, trees and irrigation system(s) located thereon.

5.3.5 All signs, located on the Common Property.

5.3.6 All fencing, located on the Common Property.

5.4 Continual Maintenance. In the event of a permanent dissolution of the Association, the Members shall immediately thereupon hold title to the Common Property as tenants in common

and shall collectively provide for the continued maintenance and upkeep thereof. In no event shall Sussex County, State of Delaware or any other governmental entity or agency be obligated to accept any dedication offered to it by the Association or the Members pursuant to this section.

5.5 Individual Assessment. Notwithstanding anything contained in this Article 5 to the contrary, the expense of any maintenance, repair or reconstruction of any portion of the Common Property, or such other property as is to be maintained by the Association, necessitated solely by the negligent or willful acts of an Owner or their invitees, licensees, family or guests shall be borne solely by such Owner, and their Property shall be subject to an individual Assessment for such expense by the Association, in accordance with Article 7. No Owner shall have the right to repair, alter, add to, replace, paint or in any other way maintain the Common Property, or such other property to be maintained by the Association.

5.6 Architectural Review Committee Approval. All repairs and replacements which are to be made at the expense of an Owner pursuant to the provisions set forth herein above, shall be subject to the approval of the Architectural Review Committee, as set forth in Article 9, subsection 9.2.3 of this Declaration.

ARTICLE 6

EASEMENTS

6.1 Easement Grants. The following easements are hereby granted and/or reserved:

6.1.1 With respect to Lots, all interior side lot lines are hereby reserved for the center line of a ten (10) foot wide drainage and/or utility easement, for Declarant, its successors and assigns. In addition, perimeter side lot lines have the same ten (10) foot reserved easement from and within the lot boundary lines. In addition, a ten (10) foot wide drainage and/or utility easement is hereby reserved from and within the lot boundary lines. In addition, a ten (10) foot wide drainage and/or utility easement is hereby reserved from and within the front boundary line of all lots, adjacent to any street. In addition, a ten (10) foot wide drainage and/or utility easement is hereby reserved from and within the rear boundary line of all lots. No landscaping or structures shall be permitted in any of the reserved easement areas. A blanket easement over all portions of such property upon which the residence is located is hereby reserved for the developer, its successors and assigns, for the location of drainage elements and utilities. Whenever possible and economically practicable, such drainage elements and/or utilities will be located within the reserved easement areas in such a manner as to minimize interference with the reasonable enjoyment thereof.

6.1.2 Easements for the placement, maintenance and repair of landscaping, irrigation system(s), signs, fences and other accessories now or hereafter placed in or on the Common Property, and for ingress, egress and regress and access thereto, is hereby reserved for the Declarant, its successors and assigns.

6.1.3 Easements for the installation, maintenance, repair and/or replacements of the Ponds, any installed liners, any installed fountains, and the mechanical and/or electrical systems associated with the same, is hereby reserved for the Declarant, its successors and

assigns.

6.1.4 Easements throughout the Common Property, and, including without limitation, the Streets, Open Areas, are hereby reserved for the Declarant, its successors and assigns, for its use and the use of its agents, employees, licensees for the sales of Properties.

6.1.5 The Declarant reserves the right, prior to sale and settlement of all lots and units in this subdivision and without the consent or approval of the Association or Owners being required, to grant such additional easements or to relocate existing easements on any portion of the Common Property, and, as the Declarant shall deem necessary or desirable for the proper operation and maintenance of the subdivision, or any portion thereof, or for the general health and welfare of the Owners, but only if such additional easements or relocation of existing easements will not prevent or unnecessarily interfere with the use or enjoyment of the Properties.

6.1.6 An easement for the benefit of the Declarant, its successors and assigns, and for the Association, its agents and employees, including but not limited to any property manager employed by the Declarant or Association and any employees of such manager, to enter upon any Property, as necessary in the performance of the duties associated with the installation and maintenance of landscaping and the mowing of grass and to inspect.

ARTICLE 7

FEES, ASSESSMENTS AND LIENS

7.1 Authority of Association. The Association, through its Board of Directors, shall have the power and authority to make and collect Fees and Assessments as hereinafter set forth. Each Owner of any Lot, by acceptance of a deed conveying ownership thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) annual assessments or charges; and (b) special assessments as hereinafter provided.

7.2 Annual Fees. Annual Fees may be determined each calendar year for the purpose of maintenance and management of the Association, and the Common Property for the purpose of promoting the safety and welfare of the Owners, Members and their guests. Without limiting the foregoing, Annual Fees shall be used for the payment of: operation, maintenance and management of the Association, the Common Property; property taxes and assessments against and insurance coverage for the Common Property, the Association Property; cleaning services; legal and accounting fees; maintenance, repair and replacement of the Streets; management fees; security costs; normal repairs and replacements; charges for utilities used upon the Common Property; cleaning services; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against Members, Owners or others; the creation of reasonable reserves; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

7.3 Basis and Collection of Annual Fees. The Association shall annually estimate the Common Property Expenses it expects to incur, and the period of time involved therein and may

assess the Members. Annual Fees shall initially be:

Per Lot - Five Hundred Dollars and Zero Cents (\$500.00) per annum, payable on or before the first day of each year. The year will be prorated at settlement and the following year will also be collected in full at settlement. Thereafter, dues will be collected on or before the 1st day of each year. Should the Association, through its Board of Directors, at any time determine that the Annual Fees established are not sufficient to pay current and protected expenses, or in the event of emergency, the Board of Directors shall have authority to levy and collect additional Annual Fees to meet such needs.

7.4 Initial Capitalization Fee. Upon the initial sale of each Lot from the Declarant to an Owner, there shall be a one-time Initial Capitalization Fee paid to the Association in the amount of One Thousand Five Hundred Dollars and Zero Cents (\$1,500.00). This fee shall not be due an owing upon a transfer to an entity wholly owned by Declarant or the individuals of Declarant; in such instance the Initial Capitalization Fee shall be paid by the Owner upon transfer from such entity or individual. The Initial Capitalization Fee shall be paid by the Purchaser of the Lot at the closing thereon.

7.5 Resale Fee. After the initial transfer to an Owner as described in Section 7.4 herein, there shall be a Capitalization Fee paid to the Association by the subsequent Purchaser of any Lot in the amount of Two Thousand Dollars and Zero Cents (\$2,000.00). The Capitalization Fee shall be paid by the Purchaser of the Lot at the closing thereon.

7.6 Special Assessments. The Association shall have the power and authority to levy and collect Special Assessments from Members. Without limiting the foregoing, Special Assessments shall be used for the payment of: the acquisition of property; the cost of construction of capital improvements to the Common Property and the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto. All Special Assessments shall be assessed at a uniform rate for each lot assessed. If a Special Assessment shall exceed ONE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,500.00) per year, per Lot, it shall require approval by the affirmative vote of fifty-one percent (51%) of the Members entitled to vote at a meeting of the Association duly called and held upon prior notice. Special Assessments shall be collectible in such manner as the Board of Directors shall determine.

7.7 Emergency Special Assessments. The Association may levy an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of injury or damage to persons or property. Such emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, storms, floods, fires and other disasters that create a potential danger of harm or injury to persons or property. Emergency special Assessments shall be collectible from Members in such manner as the Board of Directors shall determine.

7.8 Individual Assessments. The Association shall have the power and authority to levy and collect individual Assessments against a particular lot owner for the cost of construction,

maintenance, repairs or replacements within or without the Property, which the Owner thereof has failed or refused to perform, and which failure has, in the opinion of the Association, endangered or impaired the use or value of the structure or other portions of the Development, including, without limitation, the right to abate or eliminate any nuisance or unsafe condition, including those resulting from unfinished construction. The Association shall have the right of entry onto each Property to perform necessary construction, maintenance, repairs and replacements. The individual Assessment may include a reasonable administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. All individual Assessments shall be collectible in such manner as the Board of Directors shall determine.

7.9 Effect of Nonpayment of Assessments. All notices of Assessments (including Annual Fees and Assessments set forth in this section) from the Association to the Members shall designate when the Assessment is due and payable (the "Due Date"). If any Assessment is not paid by the Due Date, the Assessment shall then be delinquent, and shall be subject to a late payment penalty charge of Ten Dollars and Zero Cents (\$10.00) per month, and in addition, shall be subject to interest at the legal rate under the laws of the State of Delaware, from the Due Date until paid. In the event any Assessment is payable, not be paid within ninety (90) days following the Due Date, the Association may acquire the services of an attorney of its choice and assess the delinquent owner for all legal fees incurred in collecting the assessments.

The Assessment, together with any late charge and interest thereon and the costs of collection thereof, including reasonable attorneys' fees, shall be a continuing lien against any Property owned by the Member against whom the Assessment is made, notwithstanding the subsequent conveyance of the Property by the Member, and shall also be a continuing personal obligation of the Member. Any successor-in-title to the Property of any Owner shall be held to constructive notice of the records of the Association to determine the existence of any Assessment and/or delinquency in the payment of Assessments by the Owner of such Property, and of any lien against any Property. The Association may (but is not required to) record a Notice of Assessment Lien in the public records of the County against any Property owned by the delinquent Member, setting forth the amount of the unpaid Assessment, the rate of interest due thereon, and the costs of collection thereof, including reasonable attorneys' fees. Regardless of the date of recordation of any Notice of Lien, the effective date thereof shall relate back, and it shall take priority, as of the Due Date of the Assessment. Each Owner may relieve such Property of the Assessment lien by paying to the Association the Assessment attributable to such Property as determined by the Association, plus the cost of preparing and recording a release from such lien. Upon such payment, the Association shall execute and record a Release of Lien with respect to such Property.

In addition, the Association may, at any time after an Assessment becomes delinquent, bring a legal action against any delinquent Member, or any Owner of any Property subject to a delinquent Assessment, to collect all amounts due, including the Assessment, interest and costs of collection, including reasonable attorneys' fees and court costs, in any Court of competent jurisdiction in the State of Delaware.

7.10 Certificate of Assessments. The Association shall, upon reasonable request by an Owner, prepare a Certificate of Assessments signed by an officer of the Association, setting forth whether the Association member's Assessments have been paid and/or the amount which is due as

of the date of the Certificate. As to parties without knowledge of error who rely thereon, such Certificate shall be presumptive evidence of payment or partial payment of any Assessment therein stated as having been paid or partially paid. The Association is authorized to charge a fee for the preparation of the Certificate which shall be paid by the owner requesting the preparation of said Certificate.

7.11 Subordination to Lien of Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, such Assessment lien shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. The Assessment lien shall also be subordinate to the lien of any mortgage securing a loan or loans made to the Declarant, whether a first mortgage or otherwise. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Property pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfer shall relieve any Property from liability for any Assessment that shall become due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments that are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage or any proceeding or deed in lieu of foreclosure shall be re-allocated and assessed to all Association Members. The written opinion of the Association that the Assessment lien is subordinate to a mortgage lien shall be dispositive of any question of subordination, provided, however, that such opinion shall have no effect upon the priority of a mortgage securing a loan or loans made to the Declarant.

7.12 Payments by Declarant. In lieu of the payment of any Assessments, Declarant shall be responsible only for the payment of that portion of the Common Property Expenses incurred which exceeds the amount paid by the Members, pursuant to the budget of the Association. This payment shall be considered a loan and shall be considered a debt and repaid accordingly.

7.13 Exempt Property. The following property shall be permanently exempt from the payment of all Assessments by the Association:

7.13.1 All property dedicated to, or owned by, the Association.

7.13.2 Any portion of the Development dedicated or conveyed to any governmental unit.

7.13.3 Any portion of the Development exempted from ad valorem taxation by the laws of the State of Delaware.

7.13.4 Any portion of the Development owned by Declarant; Declarant shall pay those amounts stated above in that section entitled "Payments by Declarant", in lieu of Assessments or other charges.

7.14 Mowing Fees. If at any time the association finds it necessary to mow a lawn of an existing residence due to vacation, negligence, or for any other reason a person does not maintain their lawn, mowing service will be scheduled by the association and the mowing cost will be billed to the resident in addition to a Twenty-Five Dollars and Zero Cents (\$25.00) Administration fee.

ARTICLE 8

OWNERS' RIGHTS TO USE RECREATION AMENITIES

8.1 Owners' Rights of Enjoyment. Subject to the provisions of Section 8.3 of this Article 8, every Owner of a Property, shall have a non-exclusive right of enjoyment in and to any recreation amenities and such right shall be appurtenant to and shall pass with the title to every Property.

8.2 Extent of Members' Enjoyment of Easements. It is hereby agreed and understood that Members' rights to use any recreation amenities shall be non-exclusive and subject to the same rights enjoyed by all other Owners and subject to the following conditions:

(a) The right of Declarant to allow persons other than Owners to use the Recreation Property and Recreational Facilities and to charge reasonable admission and other fees for the use thereof;

(b) The right of Declarant to grant and reserve easements and rights-of-way through, under, over and across the Recreation Property for the installation, maintenance and inspection of any and all utilities servicing the Recreation Property.

ARTICLE 9

BUILDING AND USE RESTRICTIONS

9.1 General Restrictions - All Properties.

9.1.1 Residential Usage. No Property shall be used except for residential purposes and the use or occupancy of any Property or Improvement thereon for any trade, business or commercial purpose is hereby excluded and prohibited, except for (i) the Declarant's activity in developing or selling Properties in the Subdivision, or (ii) the purchase of any Property and the construction of residential Improvements thereon for resale, provided that the Improvements so constructed may be occupied for residential purposes only. Such use may include the rental of such properties from time to time, subject, however, to the requirement that any lease for such rental shall be in writing, have a term of no less than thirty (30) days, and is, and shall expressly provide, that such lease is subject to the provisions of this Declaration and any Rules and Regulations in effect and that any failure of the lessee to comply with such provisions shall constitute a default under the rental agreement.

9.1.2 Single Residence. At any particular time, not more than one (1) dwelling or house shall be erected, placed or used on any Property as a single-family Residence.

9.1.3 Single Family. No dwelling, house or other building on a Property shall be used as a Residence except as a private, single-family residence. As used herein, a single-family may include bona fide servants of the family occupying the Residence provided the

occupancy does not exceed any requirements of Sussex County.

9.1.4 Utilities.

(a) Underground Services. All wires, cables, pipes, conduits or other facilities for the furnishing of electricity, gas, water, sewage, electronic signals or other utilities or services to a Property or for the distribution of such utilities or services to any particular location on the Property shall be installed underground, except where the facility shall be required by law to be otherwise installed.

(b) Water Supply. The water supply shall be on-site wells for each individual Property Owner. In the event that central water is eventually provided by the Declarant or the Homeowners Association, or its assigns, at the expense of the owners either directly or through a public utility such as Sussex County, State of Delaware, or a private utility company, it shall be used by all Owners. Each Owner shall connect their waterline to the water distribution main serving the Property and shall pay all impact and/or connection charges, periodic charges and the like in connection therewith. Each Owner shall maintain and repair the waterlines up to the point of the water distribution main. No additional water supply system shall be permitted on any Lot except solely for irrigation purposes and only then when the owner has obtained a valid irrigation well permit. No water, for any purpose, shall be obtained from any body of water in or adjacent to MAJESTIC MEADOWS.

(c) Sewage Disposal. Sewage disposal shall be by individual on-site disposal systems. In the event that a central sewer system is provided by Sussex County, State of Delaware, a private utility, by the Homeowners Association, or its assigns, for service at MAJESTIC MEADOWS - it shall be used by all Owners. Each Owner shall connect to the system serving the Property and shall pay all impact and/or connection charges, periodic use charges, front footage charges, and the like in connection therewith payable to the applicable entity. Each Owner shall maintain and repair sewer lines up to the point of connection with the sewer main. If such a central system is installed, no individual septic system shall hereafter be installed by any owner. In the event that a central sewer system is adopted by the Homeowner's Association, all septic systems must be properly filled immediately according to county and state regulations at the property owner's expense.

(d) Central Gas Service. If central gas service is provided by Declarant, or its assigns, either directly or through a public or private utility company, for service at MAJESTIC MEADOWS, it shall be used by all Owners. Each Owner shall connect their gas line to the gas distribution main serving the Property and shall pay all impact and connection charges, periodic use charges and the like in connection therewith.

(e) Electric Service. Each Owner shall contract with a Public Utility in Sussex County to arrange for individual electric service to such Owner's Property. Each Owner shall pay all impact and connection charges, periodic use charges and the like in connection therewith. All homes constructed by the developer have central heat and air. Any additional heat or air conditioning added by homeowner must be approved in writing by the ARC Window type heat and air units are strictly prohibited.

(f) Utility Easements. The Declarant hereby specifically reserves a perpetual blanket easement over, through and under such portions of each residential Lot and all of the common areas, including the street rights-of-way, for the purpose of installing, at such locations as may be desired by the Declarant and/or the providers of all utility services to the subdivision for the perpetual maintenance, repair and replacement of said utilities. This reservation of a perpetual blanket easement includes the right of Declarant to grant written utility easements to the providers of all utility services without the consent of any Lot owner or homeowner's association.

9.1.5 Vehicles. Any unregistered, abandoned or inoperative vehicles, including trailers, shall not be placed, stored or kept on any Property unless enclosed in a structure so as not to be visible from beyond the Property lines or from the streets of the Development. All vehicles shall be parked in designated driveways throughout the community. No street side parking or parking in the grass is permitted. Owners and their guests are strictly forbidden from changing the oil in any vehicle in or upon their driveway. Further, no owner or guest shall dispose of or attempt to dispose of any oil, gasoline, lubricants or similar pollutants in or upon any property within the subdivision.

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

a. No more than two dogs, and no more than two domestic cats, may be kept so long as they are kept in a healthy condition, and in such a manner (by control, by training or otherwise) that they do not roam freely or otherwise constitute a nuisance or unreasonably disturb any resident of the Development. Structures housing dogs and cats shall not be permitted, and all dogs and cats must be kept inside the residence at night.

b. Other ordinary house pets may be kept if they are housed entirely within the house or place of Residence without any special door or other means of access to any yard, pen or that is not located in the Residence. Ordinary pets include but are not limited to canaries, parakeets, fish in bowls, and turtles, but shall in no event include horses, swine, livestock, poultry, snakes, wolves, wolf breed dogs or any dog classified by County or State law as having vicious tendencies.

9.1.7 Hunting. Hunting and the discharge of firearms are absolutely prohibited on or over any Property or other portion of the Subdivision.

9.1.8 Personal Property. Personal property that is used primarily for any business, trade or commercial purpose or activity, including but not limited to such things as vehicles (but not including automobiles, vans and trucks customarily used for commercial transportation or service), equipment, machinery or material, shall not be used, parked, placed or permitted to remain on a Property at any time, except:

a. Unless otherwise prohibited or regulated by these restrictions, any such personal property may be parked, placed or otherwise permitted to remain on the Property only if it is parked or placed entirely within the enclosed portion of the Residence or its garage;

provided, however, that such personal property may be used on the Property only for such time and in such manner, kind and amount as may be reasonable for residential purposes. Automobiles, vans and pick-up trucks customarily used for commercial transportation and service, including any which bear logos, signs or other forms of advertising, must be parked or placed entirely within the enclosed portion of the Residence or its garage.

No vehicles, equipment or machinery shall be parked, placed or operated on the streets of the Subdivision or on any portion of a Property that is within the area between any street on which the Property fronts, except as follows:

a. Items may be placed or operated there as required by any law or regulation having the effect of law that applies to the usage of the Property for residential purposes or as the result of any bona fide emergency; provided that, to the extent that is reasonably possible, such items shall be placed and operated elsewhere.

b. Other items may be placed and operated there for such time and in such manner as may be reasonable for the care, maintenance, improvement or use of the Property for ordinary residential purposes; provided that, to the extent that is reasonably possible, such items shall be placed and operated elsewhere.

c. Automobiles, vans and pickup trucks may be parked only in driveways, the location and plans for which have been approved as provided in Article 9, subsection 9.2.3 hereof.

9.1.9 Mobile Homes, Trailers, Boats and Temporary Structures. No mobile homes, modular homes or house trailers shall be placed on any property or in the streets of the Subdivision. All boats, recreational vehicles, or campers must be parked in an area on the homeowner's property screened by landscaping, lattice work or the like and shall never be in plain public view. Such a parking area must be approved by the ARC No boats shall be placed on saw horses or similar appurtenances anywhere on the property. No temporary structure shall be placed on any Property, except that approved in conjunction with the construction of any improvement of any Property.

9.1.10 Signs. No sign that may be generally read from the street or adjacent Lots shall be placed or posted on any Property or its Improvements, except the following permitted signs:

a. One (1) sign, which may have two (2) faces, giving the name of any resident of the Property and any street number assigned to the Lot by governmental authority may be placed near the intersection of the driveway and the street, provided that the top of any such sign shall not be more than two (2) feet above the ground and no single face thereof shall exceed one (1) square foot in area.

b. One (1) sign, not to exceed three (3) square feet in area, to indicate the desired sale of a particular Property may be displayed, on such Property, so long as the Owner of the Property has a bona fide intent to sell the Property; provided, however, that the sign

shall not be illuminated. No signs advertising a Residence for rent or for lease will be allowed. No such signs will be allowed on any Common Property.

c. Any sign exceeding more than 3 square feet (the color, content, design and location of any permitted sign) must have received the approval of the ARC prior to its placement on any Lot, and the ARC may establish one or more uniform sign design, for exclusive use within the Subdivision.

9.1.11 Bulk Materials and Trash. No rubbish, refuse or other bulk or loose materials shall be stored or permitted to accumulate or remain on any Property except in such amount and manner as may be reasonable for construction of Improvements thereon or usage thereof for residential purposes. Lumber and any other materials must be kept neatly stacked and covered or contained if necessary, to prevent the blowing or scattering thereof on Properties, including the Property on which they are stored. All garbage and trash shall be placed in varmint-proof garbage cans which shall be stored so as not to be visible from any adjacent Property or Common Property, except for such temporary periods, not including overnight, as may be necessary to permit removal thereof by a trash removal service. The Declarant or the Association reserves the right to contract with a single trash removal service company, which company shall be utilized by all Owners.

9.1.12 Unusual Hazards and Nuisances. No conduct, activity, device or other thing that constitutes an unreasonable hazard to any person or property on any Property or other portion of the Development shall be permitted to occur or be placed on any Property or other portion of the Development. No noxious or offensive activity shall be carried on upon any Property, nor shall anything be done thereon which may be or become a nuisance to any other Property or portion of the Development.

9.1.13 Antennae - Single Family Lots/Homes. A single-family homeowner shall be permitted to install on their Lot only one (1) satellite dish antennae that is 18 inches or less in diameter, mounted on either the side or rear of the home or in the back yard, provided that no such antenna may be located on the front of the house or in the front yard of any lot or on the roof. All antennas shall conform to the following requirements:

If the antenna is placed in the rear yard of a single-family Lot, the building setback requirements for the rear yard must be complied with.

If the antenna is placed on the side of the house, it must be placed so that it is located between the middle and rear depth of the house. For example, if the house is 40 feet deep, from front to back, the antenna must be placed within the rear 20 feet of the house depth on the exterior side wall.

If the antenna is placed in the side yard of the Lot, the side yard building setback must be complied with.

If the antenna is painted by the homeowner, it cannot be painted a color that does not conform to the color scheme of the house siding.

The placement of any antennae and the adequacy of screening (where applicable) must be submitted to and approved by the ARC in writing before it is installed, and the installation must comply with all conditions of approval that are consistent with these requirements.

9.1.14 Weeds and Undergrowth. No noxious weeds, undergrowth or accumulated trash of any kind shall be permitted to grow or remain upon any Property by the Owner or occupier thereof.

9.1.15 Swimming Pools and Spas. Swimming Pools & spas may be installed, provided they meet the following requirements: (a) there shall be only one open unenclosed pool per single family Lot; (b) all pools shall be located in the rear yard area and shall not be located closer than 10 feet to an interior or rear Lot line; (c) a walk space at least 3 feet wide shall be provided between the sides of the pool and any protective fence or barrier wall; (d) each pool shall be protected by an enclosed safety fence or barrier at least 4 feet in height and constructed of concrete, wood or equal material as approved by the ARC; (e) proposed plans for any pool must be submitted to and approved by the ARC prior to the Lot owner purchasing or installing the pool; (f) the owner shall pay all fees charged by the ARC for plan review, approval and extension; (g) after the ARC approves the plans, the Lot owner shall obtain a building permit from Sussex County and shall also comply with any County or State laws or regulations which are more strict than contained herein; (h) the pool must be completed within 90 days from the date of approval by the ARC If not, the owner must obtain an extension from the ARC the length of which shall be left to the Committee's discretion, based on the facts and circumstances of each case; (i) the owner of any pool shall be under a continuing requirement to properly maintain the pool and all of its equipment in good working order; (j) the ARC may require the owner to install, at the owner's expense, landscaping and/or screening, natural or manmade, around one or more sides of the pool.

Above ground pools of any kind are not allowed in the community with the exception of portable Kiddie/Pet pools. Kiddie/Pet pools are allowed in back yards only and must be stored out of sight when not in use. Kiddie/pet pools should not be larger than 48" diameter for plastic pools or 72" diameter for inflatable pools. Kiddie pools must be emptied once a week to eliminate mosquitos breeding in the sitting water.

9.2 Construction Requirements and Restrictions.

9.2.1 Architectural Review Committee. The Architectural Review Committee, a permanent committee of the Association, shall initially consist of two (2) Members, all appointed by the Declarant. At such time as seventy-five percent (75%) of all Properties within MAJESTIC MEADOWS have been developed and sold to Owners, the Board of Directors shall have the right to appoint a maximum of two (2) additional Members, who shall be Owners. At no time shall the Architectural Review Committee have less than two (2) Members nor more than five (5) Members. For so long as Declarant owns any Properties in MAJESTIC MEADOWS, Declarant shall have the right to appoint one (1) Member to the ARC, although Declarant may, at its option, delegate to the Board of Directors, the right to appoint one or more Members to the ARC The initial members of the committee shall be Michael Fannin and Brent Fannin.

9.2.2 Architectural Control. The Board of Directors of the Association and/or the Declarant shall have the authority and standing, on behalf of the Association, to enforce in Courts of competent jurisdiction, decisions of the Architectural Review Committee established in Section 9.2.1. Article 9 of this Declaration may not be amended without Declarant's written consent so long as Developer owns any Property within MAJESTIC MEADOWS. No construction, which term shall include within its definition, staking, clearing, excavation, grading, site work, the erection of any Improvement, and no plantings or the removal of plants, trees or shrubs, shall take place except in strict compliance with this Article, and until the requirements thereof have been fully met, and until the approval of the Architectural Review Committee has been obtained and a valid building permit obtained.

9.2.3 Approval by Architectural Review Committee. No construction (as defined above) and no Improvements shall be made or any landscaping (including any grading and/or changes to the contour of the land and/or flow of water) installed, nor any alterations to any of the above, shall be done on any lands within the Subdivision until the prior written approval of the Architectural Review Committee is obtained. Complete plans and specifications for any construction, Improvements, landscaping and alterations, prepared by an architect or competent residential draftsman shall be submitted, in duplicate, to the Architectural Review Committee. At least one set of the plans shall include the Owner's full name and address and shall be signed by such owner. Plans must include at least four (4) different elevation views and a proposed location survey or drainage showing compliance with all setbacks. A non-refundable application fee of Fifty Dollars and Zero Cents (\$50.00) shall accompany the plans and specifications payable to the Architectural Review Committee, to cover the costs and expenses of plan review. This fee shall cover the review of landscaping plans, as well, if submitted simultaneously with original plans and specifications.

Alterations, modifications, changes, or additions to any previously approved construction or landscaping shall also be subject to the review and approval of the Architectural Review Committee, and must include drawings and/or other documentation sufficient to show the change(s), and be accompanied by a review and processing fee of Twenty Five Dollars and Zero Cents (\$25.00), payable to the Architectural Review Committee, or the entity performing the review and processing on behalf of the Architectural Review Committee. The Architectural Review Committee may change the amount of the review fees for review of original plans and for review of alterations, modifications, changes or additions, or, to whom and/or where they are to be submitted, from time to time, without further modification of these restrictions. The Architectural Review Committee shall exercise its best judgment to ensure that all Improvements, construction, landscaping and alterations on all Properties within MAJESTIC MEADOWS conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, sighting, height, topography, grade and finished ground elevation.

9.2.4 Preliminary Approvals. Persons who anticipate constructing Improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may and are encouraged to submit preliminary sketches of such Improvements to the Architectural Review Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects that will be required to

be in the complete plans and specifications to allow the Architectural Review Committee to act intelligently to give an informed preliminary approval or disapproval.

9.2.5 Meeting and Decisions of the Architectural Review Committee. The Architectural Review Committee shall establish such times, dates and frequency of meetings as is necessary for the prompt review of plans and specifications submitted by Owners. A quorum of a simple majority of the Members shall be required to review and take action on plans and specifications submitted for approval. The ARC shall appoint a secretary who shall prepare minutes of each ARC meeting, which minutes shall include all decisions of the ARC. If the ARC fails to approve or deny an application for approval of plans and specifications within thirty (30) days of receipt of a properly filed application by the ARC, the party making the submission for approval shall deliver written notice to the ARC of its failure to act, and if approval is not granted or denied within ten (10) days after the receipt of said notice, the plans and specifications shall be deemed to be approved.

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

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

9.2.8 General Building Requirements for Residences on Lots.

(a) Building and Building Materials. All external construction materials used for external walls and chimneys must be of natural wood, stucco, brick, stone, fiber cement plank, vinyl or other ARC approved materials. Log homes or split log homes shall not be allowed in the Subdivision. The use of any of the following as external finishing material shall be prohibited: plywood, T-11 siding, Masonite, aluminum siding, and cinderblock. Paint and stain colors on external surfaces must be approved by the ARC. All rear deck porches shall be made of synthetic, aluminum or vinyl materials not requiring painting or constructed of exterior materials such as pressure treated lumber or cedar, which shall not be painted. All front porch railings, pickets and posts shall be made of vinyl or aluminum materials to match the trim color of the residence. It is permitted that both the front porch and railing be painted wood only. Shutter and front door colors are limited to the following Sherwin-Williams colors or a custom color to match if using another brand, including: Wedgewood Blue, Clay, Federal Brown,

Musket Brown, Tuxedo Grey, Wicker, Burgundy Red, Forest Green, Classic Blue, Wineberry, Midnight Green, Midnight Blue, Bordeaux or white or black. Only Certaineed Architectural or similar-grade shingles shall be installed; non-architectural grade asphalt or tile shingles are prohibited. Tar and gravel roofs are prohibited. Homes must be designed using energy efficient materials such as high rating insulation and double-pane or insulated windows. Energy efficient heating systems are encouraged.

(b) Minimum Residence Size. All the single-family dwelling houses on the numbered lots in any portion of the subdivision shall not be less than One Thousand Eight Hundred (1,800) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops, basements, and the like. Two story houses require a minimum of One Thousand Two Hundred (1,200) square feet on the first floor.

(c) Garages; Accessory Buildings. Only one unattached building, either a shed or garage, is permitted per lot. Unattached garages are permitted on exterior lots only. Rectangular garages may not exceed 24'x36'. Square garages may not exceed 30'x30'. Shed and garage siding and shingles must match the siding of the residence. Shed size for interior lots must not exceed 12'x20' and exterior lots must not exceed 14'x28' in size. Placements and designs of any and all sheds, garages, structures or accessory buildings constructed by the lot owner must be submitted to and approved by the ARC and a county building permit obtained prior to the beginning of construction.

Each lot owner must construct and maintain a garage with a minimum capacity for one motor vehicle and shall provide parking for at least two (2) motor vehicles off the streets, roads, drives, lanes and ways of the Majestic Meadows subdivision, prior to occupancy of any dwelling. Any unattached garage, structure, or accessory building of any kind must be submitted to the ARC for its approval prior to construction. "Side load" garages are preferred rather than garage entrances facing the street upon which the Property fronts.

All garages, both attached to the dwelling and unattached, shall be constructed with a standard height garage door of eight (8) feet and no variance shall be applied for or granted for a garage door height exceeding eight (8) feet.

(d) Construction and Demolition.

(i) An Owner purchasing a Property from the Declarant must submit plans for construction of a residence on the Property to the ARC within nine (9) months from the settlement date on the purchase of the Property from Declarant. Upon approval by the ARC, the Owner must thereafter apply for all governmental permits (i.e., building permits, etc.) within six (6) months following ARC approval. The Owner must then commence "substantial construction" of the residence within six (6) months of the issuance of the governmental permits for the residence. "Substantial construction" shall mean the completion of all foundation/footings and vertical framing. In the event that Owner does not comply with the foregoing requirements, then: (a) all ARC approvals issued for the Property shall become null and void, and (b) Declarant shall be entitled to repurchase the Property from Owner at the same purchase price that the Property was

sold to Owner by Declarant by providing Owner with written notice of its intention to purchase the Property. The Declarant's right to repurchase the Property shall be valid for a period of one (1) year following the Owner's failure to comply with any of the foregoing requirements and Declarant must close on any repurchase within sixty (60) days of giving written notice thereof. Provided, however, that the Declarant may grant an extension to any of the foregoing timeframes for good cause.

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

(e) Building Setbacks. Building setbacks for MAJESTIC MEADOWS shall conform as follows: thirty (30) feet from the front property line; Fifteen (15) feet from the side property line; and twenty (20) feet from the rear property line. Variances may be granted from these MAJESTIC MEADOWS setbacks by the ARC; provided, however, that the building setbacks of Sussex County will still apply and any variances therefrom shall be obtained from Sussex County in accordance with its procedures.

(f) Sidewalks. Sidewalks shall be constructed by the Owners of Lots 1 through 12 and 23 through 26 at the time of construction of a home thereon in the location of the Final Subdivision Plot and shall connect with sidewalks on the adjacent Lots, as applicable. All sidewalks shall be constructed of concrete to Sussex County standards. The owners of Lots 1 through 12 and 23 through 26 shall maintain the sidewalks adjacent to their Property.

(g) Front Steps. Front Steps shall be constructed to provide a solid surface, constructed of concrete (poured in place only, not precast), brick or natural stone. Front wooden steps are not allowed.

(h) Driveways. All driveways are required to be constructed so as to provide a solid surface composed of concrete.

(i) New Home Warranty. All residences in MAJESTIC MEADOWS must be constructed with a minimum ten (10) year structural warranty.

9.2.9 General Landscaping Requirements.

(a) Acceptable Landscaping. Each Property shall be required to have an acceptable amount of landscaping materials and plantings. No landscaping, shrubs or trees are allowed to be placed on or removed from any Property, whether in conjunction with the erection of any Residence or otherwise, until complete and comprehensive landscaping plans shall be submitted to and approved in writing by the ARC in accordance with subsection 9.2.3. The land area not occupied by structures, hard-surfacing, vehicular driveways, or pedestrian

paths shall be kept planted with grass, trees, shrubs, or other ground covering or landscaping in conformance with the standards set by the ARC. Such standards will take into consideration the need for providing effective site development to:

- (i) Enhance the site;
- (ii) Screen undesirable areas or views;
- (iii) Establish acceptable relationships between adjacent properties; and
- (iv) Control drainage and erosion.

No tree may be cut or intentionally killed without prior written approval of the ARC

(b) Exterior Lighting. All lighting fixtures and devices shall be located, designed, used, maintained, and operated so as not to constitute a nuisance, nor to unreasonably disturb any resident of the Subdivision, or unnecessarily illuminate either the streets or areas adjacent to the Property on which such lighting is located or another Property, without the consent of its Owner. All exterior lighting, including site and landscaping illumination lighting, shall be subject to approval in writing by the ARC

(c) Fences. No wall or fence exceeding five (5) feet in height shall be constructed upon any Property until the height, design and approximate location thereof has been approved in writing by the ARC. Chain link fences, regardless of cladding, materials or color, are prohibited. The heights or elevations of any wall, fence, or shrubbery shall be measured from the existing elevations of the property.

(d) Mailboxes. There will be a centralized cluster of mailboxes installed to serve all Lots within MAJESTIC MEADOWS.

(e) Tanks (Propane or Fuel Oil). All tanks used for the purpose of holding propane or fuel oil for heating, stoves, fireplaces, etc. must be buried according to manufacturer's specifications.

9.2.10 Maintenance Inspections. The Architectural Review Committee may make inspections of the exterior of any Property, as often as semi-annually, to assure proper maintenance thereof. In the event maintenance and/or repairs are deemed necessary by the Architectural Review Committee, the Owner shall be notified in writing of the nature of the repairs and/or maintenance required and shall be given a reasonable time period in which to effectuate such repairs and/or maintenance. In the event Owner fails to make such repairs and/or maintenance after notice and the lapse of such reasonable time, the Association may make such repairs and/or maintenance and assess Owner therefor.

9.2.11 Architectural Review Committee Not Liable. Neither the Architectural Review Committee or any member shall be liable in damages to any person submitting any plans for approval, or to the Association or to any owner or owners of lands within

the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property in the Subdivision or any person submitting plans to the Architectural Review Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Architectural Review Committee, its members as individuals, or its advisors, employees, or agents. A member of the ARC shall not be subject to trespass if they enter on an owner's lot in connection with their duties as a member of the ARC

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

9.3 General Restrictions.

9.3.1 Further Subdivision; Joinder of Lots. The Lots as shown on the Plot of the Subdivision may not be further subdivided and their boundaries may not be changed without the express written consent of the Declarant and the approval of Sussex County.

No Lots shall be subdivided to form two (2) or more smaller Lots. Whenever two (2) or more adjoining Lots are acquired in a single ownership and are devoted to use as a single building site for a Residence, upon the written consent of the ARC, subject adjoining Lots shall then be defined as a "Lot" for purposes of this Declaration, except that the Lots shall continue to be treated as separate and distinct Lots for purposes of voting and assessment. The Owner of such Lots shall not be required to comply with the side yard setbacks set forth herein, except that such Owner shall be required to comply with the setbacks with respect to the outside Lot lines of the combined Lots. If two (2) or more Lots are subject to such use as a site for a single Residence, as aforesaid, any subsequent sale of an individual Lot must meet, without exception, all setback requirements as set forth herein.

ARTICLE 10

INDEMNIFICATION OF OFFICERS, DIRECTORS

AND MEMBERS OF THE ASSOCIATION

Every officer and director of the Association and every member of any committee thereof, including the ARC (herein an "Indemnatee"), shall be indemnified by the Association against all expenses and liability, including reasonable attorneys' fees, incurred by or imposed upon the Indemnatee in connection with any proceeding to which he may be a part or in which he may become involved by reason of his being or having been an officer, director, or member of a committee of the Association or the ARC, whether or not the Indemnatee is an officer, director or member of a committee of the Association or the ARC at the time such expenses are incurred, except in cases where the Indemnatee is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the case of any claim for reimbursement or indemnification hereunder

based upon a settlement by the Indemnatee, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the Indemnatee may be entitled.

ARTICLE 11

GENERAL PROVISIONS

11.1 Assignment. Any or all of the rights, powers and obligations, easements and estates reserved by or granted to the Developer or the Association may be assigned by the Declarant or the Association, as the case may be. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to such assignment and its acceptance of the rights and powers, duties and obligations herein contained. Such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to the Declarant and/or the Association. After such assignment, Declarant and/or the Association shall be relieved and released of all obligations with respect to such rights, powers, obligations, easements, or estates.

11.2 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County, subject, however, to the following provisions:

11.2.1 Except as provided herein below, an amendment initiated by any party other than Declarant must be approved by the affirmative vote of seventy-five percent (75%) of the Members entitled to vote at a meeting of the Association duly called and held upon notice, but until such time as Declarant relinquishes control of the Association, as described hereinabove, all amendments must include the express written joinder and consent of the Developer.

11.2.2 This Declaration may be amended by the Declarant at any time until fifty percent (50%) of the lots and units in the subdivision are sold, without the approval or consent of the persons who purchased the lots and units from Declarant and without the approval or consent of the Homeowners Association or its individual members.

11.2.3 Any duly adopted amendment to this Declaration shall run with and bind the Property subject to this Declaration for the same period and to the extent as do the covenants and restrictions set forth herein.

11.2.4 At closing each buyer of a property in the subdivision shall execute and record in the Recorder's Office an Irrevocable power of attorney confirming the Declarant's right to further amend these Conditions, Covenants and Restrictions in such manner as is reasonably necessary to allow Declarant to complete the development and sale of the Property.

11.3 Duration. All of the covenants, restrictions and other provisions of this Declaration shall with and bind the Property subject to this Declaration for an initial term of fifty (50) years

from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five percent (75%) of the votes of the Members then existing, and by all Institutional Mortgagees, has been recorded, agreeing to change or terminate these covenants and restrictions.

11.4 Covenants Running with the Property. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute a servitude upon the property subject to this Declaration and each portion thereof, shall run with the Property, shall be binding upon the Owners of any portion thereof, and shall inure to the benefit of Declarant, the Association and the Owners.

11.5 Enforcement. Enforcement of covenants, restrictions, conditions, obligation, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in equity against any persons or entities violating or attempting to violate same and/or against the Property subject hereto to enforce any lien created by this Declaration. In the event that Declarant and/or the Association fail to enforce the terms of this Declaration, then any Member may do so. The failure or refusal of Declarant, the Association or any Member to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter. The cost of any such litigation shall be borne by the Owner in violation, provided that such proceeding results in a finding that such Owner was in violation of the covenants and restrictions contained herein.

11.6 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed:

To the Declarant at: 701 McColley Street, Milford, DE 19963.

To the Architectural Review Committee or ARC at: 701 McColley Street, Milford, DE 19963.

To the Owner at: The last known address of the Owner as it appears on the records of the Association at the time of such delivery or mailing.

11.7 Plots. In addition to this Declaration the Property subject to this Declaration shall be subject to any additional covenants, restrictions, reservations and other terms, provisions and notes set forth on the Plots of other portions of the Property subject to this Declaration, which are recorded or to be recorded in the public records of the County. In addition, each Owner must abide by all applicable laws, regulations and ordinances of the federal government, the State of Delaware and Sussex County.

11.8 Effect of Law. These covenants, conditions and restrictions shall not supersede any applicable laws or ordinances in compliance with these covenants, conditions and restrictions shall not necessarily constitute compliance with any applicable law or ordinance. Further, in the event of any conflict between these covenants, conditions and restrictions and any applicable municipal, county, state or federal law, said law or laws shall take precedence over any conflicting portion of these restrictions.

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

11.10 Grantee's Acceptance. The Owner of any Property, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Property, accepts such deed or contract upon and subject to each and all of these covenants, conditions, and restrictions, reservations and agreements herein contained, and also the jurisdiction, rights and powers of Declarant and/or of the Association and any such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with Declarant, and/or the Association, and to and with the grantees and subsequent Owners of each of the Properties, to keep, observe, comply with and perform said covenants, conditions, and restrictions.

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

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

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

11.14 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS the execution hereof, the day and year first above written.

WITNESS:

KEY PROPERTIES GROUP, LLC &
MAJESTIC MEADOWS, LLC

By: _____
Michael G. Fannin, Managing Member

STATE OF DELAWARE

:

: SS.

COUNTY OF SUSSEX

:

BE IT REMEMBERED, That on this _____ day of _____, A.D., 2026, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Michael G. Fannin of Key Properties Group, LLC, known to me personally to be such, who, being duly sworn, did acknowledge he is the Managing Member of Key Properties Group, LLC., that the execution of the Amended and Restated Covenants, Conditions and Restrictions of MAJESTIC MEADOWS is the act and deed of the company.

GIVEN under my Hand and Seal of Office the day and year aforesaid.

Notary Public

(Printed Name of Notary Public)

(SEAL)

MY COMMISSION EXPIRES: _____

**EXHIBIT “A” TO AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
MAJESTIC MEADOWS SUBDIVISION**

**TMP Nos.: 235-22.00-19.00
235-22.00-1335.00
235-22.00-1336.00
235-22.00-1337.00
235-22.00-1338.00
235-22.00-1339.00
235-22.00-1340.00
235-22.00-1341.00
235-22.00-1342.00
235-22.00-1343.00
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