

Tax Parcel No.: 1-34-12-322

Prepared By:
 Foreside Commons Home Owners Association
 Address: Foreside Commons, HA,
 C/O 805 Westridge Drive, Hockessin, DE 19707

After Recording Return To:
 Ronald E. Smith
 42 Daisey Avenue, Ocean View 19970

Modification and Revision of Declaration of Covenants

and

Restrictions for Foreside Commons

October 31, 2011

The mailing/billing address for the Foreside Commons Home Owners Association is: Foreside Commons, HA, c/o 805 Westridge Drive, Hockessin, DE 19707.

It is the express desire, based on the affirmative written consent of over Sixty Percent (60%) of the owners of all the Lots in Foreside Commons, namely the Foreside Commons Board of Directors, that the present covenants and restrictions be partially amended and modified and that the new restrictive covenants are to be placed on record and are to have the same effect as though the original covenants and restrictions had never been made, to-wit:

It is hereby expressly stipulated and understood that all Lots, lands and premises shown within the plan of Subdivision, in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, entitled "Foreside Commons", dated August 15, 1988, and recorded on October 11th, 1988, and a Modification, dated September 7, 1989, and recorder on September 11, 1989 in Plot Book 40, Page 230, as well as all subsequent revisions to said plot, are subject to the following covenants and restrictions which are fully set forth and referred to hereafter, and which supersede, cancel and terminate the Restrictions and Covenants so referred to, to-wit:

Grandfather Provision: Based on the meeting held on June 25, 2011, it was agreed that any variations in place that were not compliant with our existing Deed Restrictions, are grandfathered and no changes in Foreside Commons revised Deed Restrictions enacted after June 25, 2011 shall apply to such items. Similarly, any such item in place for three years prior to June 25, 2011 and for which no enforcement action was taken by the Board of Directors of Foreside Commons is considered to be grandfathered and approved. A list of such variations attached hereto as Exhibit A is meant to be an exhaustive and inclusive list of such grandfathered variations.

Article 1) Foreside Commons is a planned community with 13 Lots, plus an "outlot" (see Article 10) located in the Town of Ocean View, DE. As such, the property owners understand that under Delaware law the Town maintains various zoning and building codes which are updated and change from time-time. Thus, the minimum State and Local codes established will supersede any less strict regulations contained in this document, if there is disagreement.

Article 2) The Foreside Commons community embraces the need for maintaining our property values. Thus, it shall be the responsibility of each numbered Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of the buildings or grounds upon such Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the beauty of the specific area.

Article 3) Green Initiatives and New Technology: Given that new green-friendly and unforeseen technologies come about from time-to-time it is the intent of the Board of Directors to leave final acceptance to our ARC Committee, as long as they meet guidelines consistent with the community in appearance. Solar panels would only be considered, if they were placed flat on the roof of the main dwelling (no tilted or angled panels would be acceptable) and only on those roofs that would be most out of view from the front of the dwelling.

Other Green improvements would be subject to similar criteria and require ARC approval in advance.

Article 4) All Lots shall be used for residential purposes exclusively. No Lots shall be used for business or commercial purposes. The total space allowed for all dwellings/accessory buildings/garages is 35% of the total square feet of the lot; the green space must equal 65% of the lot area.

Article 5) Not more than one (1) dwelling shall be erected upon any one Lot, provided, however, that nothing herein contained shall deny to any one Owner the right to erect upon any one Lot, as aforesaid, a private garage and/or accessory building in addition to the dwelling. All garages must be attached to the main dwelling; an accessory building shall be a stand-alone building as defined herein. The use of such garage or accessory building or dwelling shall not include any activity normally conducted as a business and no such garage or accessory building may be constructed prior to the construction of the main dwelling.

All such garages and/or accessory building shall be used solely in connection with the main dwelling and all garages must be attached to the main dwelling, and must have overhead doors. The accessory building must be of the same color and built of the same material as the exterior of the main dwelling and must be constructed on a concrete pad.

The accessory building shall not exceed one (1) story in height and shall be used solely in connection with a single family dwelling. Accessory buildings shall not exceed the maximum size allowable of 15' X 18' and may have windows, one oversize door (no overhead doors

allowed) and the pitch of the roof should match the main dwelling. Maximum height allowed is fourteen (14) feet. Shutters, cupolas and other decorative details are subject to ARC approval.

Article 6) All single family dwellings and accessory buildings must be stick-built, however, no A-Frames are permitted. Further no modular homes or mobile homes are permitted.

Article 7) Only one (1) single family dwelling may be built upon any numbered Lot in Foreside Commons. Each such dwelling shall not exceed Forty-Two (42) feet in height, no flat roofs for dwellings, garage or other buildings.

Single Family Dwellings: The square footage of the living area thereof shall be not less than Two Thousand (2,000) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops and the like. Homes shall be limited to three living floors.

All foundations must be completely enclosed, and areas below the first floor living area including porches, breezeways, garages, decks, terraces, stoops and the like must have some form of screening. Second story decks or balconies do not require screening.

Article 8) All driveways must be hard surfaced and consist of either hot mix, concrete, stone pavers, or tar and chip. A loose stone or dirt driveway is prohibited.

Article 9) Approval of Plans and Specifications Required: No building, garage, structure, fence, wall, other improvement or site work shall be commenced, erected, maintained or used, nor shall any addition to or change or alterations therein, or in the use thereof, be made upon any of the Lots which are the subject matter of this Declaration, no matter for what purpose or use, until complete and comprehensive plans and specifications, showing the nature, kind, shape, height, materials, floor plans, exterior architectural scheme, location and frontage on the Lot, approximate cost of such building, structure, or other erection, and the grading and landscaping of the Lot to be built upon or improved, shall be submitted to and approved in writing by the Association, through its duly designated Architectural Review Committee, and until a copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the Association, providing that nothing herein shall require the aforesaid approval as to interior decorations, alterations or changes.

The Association shall have the right to refuse approval of any such plans or specifications, or grading or landscaping plans or changes, which are not suitable or desirable in its opinion, for aesthetic or other reasons. In passing upon such plans and specifications, or grading and landscaping plans, the Association, shall have the right to take into consideration the suitability of the proposed building or improvements or erections and/or materials of which the building or other improvements or erections are to be built and the site upon which it is proposed to be erected and used, the harmony thereof with the surroundings and the effect of such improvements, additions, alterations or changes use, as planned, on the outlook from the adjacent or neighboring property, and any and all factors which in its opinion would affect the desirability

or suitability of such proposed improvements, erections, or alterations or changes. The ARC review process requires a minimum of 10 days for minor projects and 20 days for new construction. For new construction, we prefer receiving electronic drawings, but will accept Three (3) sets of paper drawings and plans.

In order to insure the development and maintenance of the properties as a residential development of high standard, the Owner of each residential Lot, as shown on the Recorded Deed, by accepting title thereto or by occupying the same, hereby covenants and agrees that no building, structure or improvement shall be erected, altered, placed or permitted to remain upon any such Lot, or other land area, unless and until plans and specifications therefore have first met the requirements of this Section. A fee for the review of plans by the Architectural Review Committee shall be set by the Board of Directors of the Association.

A. An Architectural Review Committee (ARC) shall be appointed by the Association, through its Board of Directors, who may set a fee for their services, to be paid by the Applicant. The term of service for the ARC Committee members will be limited to three years, but they can be reappointed to serve additional terms by the Board of Directors. The Committee will have at least three members and no more than five.

At a minimum, the standards to be required by the Architectural Review Committee shall be as follows:

- a) Property owner must submit an ARC Application (under development) detailing all plans and specifications prior to the commencement of any work.
- b) All roofs shall be at a minimum 4/12 feet pitch.
- c) All exterior finishes shall be natural wood, or masonry, or cement board, or high-quality polymer siding. Colors shall be earth tone or natural preservative stain. No vinyl or aluminum siding is allowed. Vinyl hand rails & railings are permitted.
- d) A landscape plan is required for all new construction.
- e) All State and local codes will apply.

Article 10) An exclusive Easement is given for ingress and egress across a portion of property shown as "outlot", on Daisey Avenue, consisting of an area approximately 50 feet by 20 feet. Said Easement is for access to the creek and crabbing pier/ boat dock. The "outlot" will be permanently marked at each of the corners, to eliminate any conflicts for the property identified as Lot #1. Said "outlet" is more clearly defined on the recorded survey.

Article 11) Obligations of the Association: The Association shall:

- a) Assess those Lot Owners with shoreline to be responsible for costs associated with dredging their shoreline, if required. All Lot Owners will be assessed the costs associated with dredging the Common Lot "outlot", if required.
- b) Maintain and install all facilities on, mow the grass on, replace all dead or destroyed original landscaping on the community area known as the "outlot" and maintain the boat dock and signage for the common area..
- c) The general purpose of the Association is to further and promote this community welfare of property Owners in Foreside Commons.
- d) The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of Foreside Commons.
- e) The Association shall have all the powers that belong to it by operation of law. The Association shall be governed by a Board of Directors of not less than Three (3) or no more than Five (5) members, all of whom shall be property Owners in Foreside Commons. The Board of Directors shall be selected, elected and appointed by the vote in person or by proxy of the Owners of the majority of the Lots located in Foreside Commons, the Owner or Owners thereof to have one (1) vote for each Lot owned by him, her, them or, as the case may be. Upon the establishment of such Board of Directors in any manner as aforesaid, such Board of Directors shall thereupon succeed to all the privileges, powers, rights and authority reserved by, vested in, and exercised by the Declarant, its successors and assigns, or such Board of Directors as provided herein. The Association shall be empowered to collect reasonable maintenance fees and application fees.

1) Basis and Maximum Annual Assessment. Each lot shall is subject to an annual maintenance charge or assessment to be paid to the Association. The amount of such assessment shall be fixed annually by the Association and shall be charged or assessed in equal proportions against each Lot within the Property. The first assessment year shall be January 1, 1989, and thereafter each assessment shall be made for each subsequent calendar year commencing as of January 1st each year. Each yearly assessment shall be due and payable on or before ninety (90) days after it has been fixed and levied. It shall be the duty of the Association to notify all Owners whose addresses are listed with the said Association within thirty (30) days after said assessment has been fixed or levied, giving the amount of the charge of the assessment for said year, when due and the amount due on each Lot or parcel of land owned by each such Owner. Failure of the Association to levy the assessment or charge for any one year shall not affect the right of the Association to do so for any subsequent year.

Article 12) No Subdivision: No Lot within Foreside Commons shall be resubdivided, sold, or otherwise alienated into a lesser or smaller parcel, except the same shall be recorded with the revision of said plan of resubdivision of Foreside Commons, which revision shall bear the approval of the Declarants herein, or their heirs, executors, administrators or assigns, and which revision shall have been recorded in the Office of the Recorder of Deeds, in and for Sussex County.

Article 13) Set-Back Requirements: The following building setback lines are hereby established and no buildings or any part thereof shall be erected in any of the yard requirements:

- a) The front yard setback shall be a minimum of Forty (40) feet from the nearest right-of-way line;
- b) The rear setback line shall be a minimum of Thirty (30) feet from the rear line of each numbered Lot;
- c) There shall be two (2) side yards, each of which shall be a minimum of Fifteen (15) feet from their respective sidelines of each such Lots.
- d) All interior side, front, and rear Lot lines are reserved for the centerline of a 15' wide drainage and/or utility easement. Perimeter lines to have a 15' easement within the boundary line.

Article 14) Fuel tanks, gas tanks or similar storage receptacles shall be buried underground.

Article 15) The preferred method within the community for screening property lines is to use vegetation hedge lines. No boundary fence, wall or hedge line shall be constructed or grown to a height of more than Three (3) feet in the front of the dwelling or Six (6) feet in the rear of the dwelling. Fences Six (6) feet in height may be accepted for special screening requirements, if the adjacent property owners approve in written form and furnish a copy of record with the ARC. All fences must be of wood, vinyl, metal in its entirety with the exception of a fence around an in-ground swimming pool. Requirements for swimming pools are: fence must be at least 54" in height; has a maximum vertical clearance of Two inches between grade and the bottom of the fence; has no opening through which a spherical object four inches in diameter can pass; has a self-latching gate; and the fence is placed a minimum of Five feet from the edge of the pool. No snow fences, or chain link fences, are allowed.

Article 16) All construction shall be of new materials and the movement of old buildings or parts of old buildings upon any Lot of land as shown on the aforesaid Lot is strictly prohibited.

Article 17) Public sewer and water is available, and required for all single dwellings. Connection to the service is at the expense of the property owner or owners. Wells for geothermal heating or lawn irrigation is allowed and shall be constructed and maintained in

accordance with the rules and regulations by the Department of Natural Resources & Environmental Control (DNREC) of the State of Delaware.

Article 18) The elevation of any given Lot or land area shall not be changed so as to materially affect the surface grade of the surrounding Lot or land area without first obtaining the written approval in writing of the Foreside Commons Board of Directors.

Article 19) No structure of any temporary character and no tents, trailer, mobile home, travel trailer, commercial vehicles, school buses, shack or other outbuildings, except as provided herein, shall be placed on any numbered Lot within Foreside Commons at any time except during periods of construction for the storage of materials and such temporary structures for storage of materials shall not in any event be used for living structure.

Article 20) No stripped down or junk motor vehicles, or trailers, or sizeable part thereof shall be permitted to be parked on any Lot or on any street in Foreside Commons.

Article 21) Nothing shall be done or maintained upon any Lot, land area, road, drive lanes or other way which may be or may become a nuisance to the other Owners in Foreside Commons. *(See Article 22 below).*

Boats, trailers, RV's, campers, jet skis, and other such vehicles not included must be stored under the house or in a garage out of sight of other Foreside Common Owners. Small watercraft (canoes/kayaks) can be stored on the property when secured in a suitable storage device.

Property owners are allowed, for a period of time not to exceed 24 hours to park RV's, pop-up campers, and boats on their driveway. Ocean View Town Code does not allow sleeping within any vehicles, RV's, temporary trailer, camper, boats, etc. All satellite dishes, or earth station dish antennas, defined as devised to receive communications or similar signals from orbiting satellites or other extraterrestrial sources, and related signal amplification and cable equipment, conventional television antennas designed to receive television signals from other than orbiting satellites, and radio antennas, defined as antennas designed to receive or transmit radio signals, shall be prohibited.

- a) Direct TV satellite communications is permissible.

Article 22) Nuisances: Anything that interferes with the legal rights of other property owners or by causing damage, annoyance, or inconvenience to another property owner shall be prohibited.

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds upon a Lot which shall tend to substantially decrease the beauty of the Property as a whole, or the beauty of the specific area. No noxious or offensive activity shall be permitted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the Property.

There shall not be maintained upon any Lot, any plant, animal, devise or thing of any sort, the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the Property. Specifically included under this Section is the prohibition against any livestock being kept on any Lots. The keeping of any nondomestic animals shall be deemed a nuisance per se under this Section, but the keeping of domestic cats and dogs, or other traditional household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly or unpleasant, shall not be prohibited under this Section.

Article 23) All dogs shall be kept inside their premises unless such dog is accompanied by the Owner or custodian, and under his/her control on a leash.

Article 24) Garbage/Recycle Receptacles: It's required, that Lot Owners with garages/accessory buildings should place the trash/recycle containers inside one of their buildings. If there is a requirement to store a container outside of the garage/accessory building, it should be placed in an area that offers the least visual impact on the adjacent property owners. The enclosure will be constructed with the same material of the house, of the same color and be high enough to conceal the container.

Article 25) Signs and Advertising Regulated: No signs, notices or advertising matter of any nature or description shall be erected, used or permitted upon any of the Lots, shown on the Plan, unless erected after securing the written permission of the Association. The property owner, however, retains the right to erect signs on their property to advertise their property is for sale, provided they are maintained and kept in an upright position.

Article 26) Based on the Code of the Town of Ocean View construction is permitted during the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday. On Saturday the period is 8:00 a.m. and must end by 7:00 p.m. No construction is permitted on Sundays, except activities being performed by the property owner. All construction work must be completed within nine (9) months from the date the construction begins.

Article 27) Landscaping: No original landscaping, shrubs or trees are to be planted on any Lot in conjunction with the erection of any main dwelling, until complete and comprehensive landscaping plans shall be submitted to and approved in writing by the Association through its duly designated Architectural Review Committee at the time of construction. The land area not occupied by structures hard-surfacing vehicular driveways or pedestrian paths shall be kept planted with grass, trees, or shrubs or other ground covering or landscaping in conformance with the standards set by the Architectural Review Committee of the Association. Such standards will take into consideration the need for providing effective site development to:

- a) Enhance the site and building,
- b) Screen undesirable areas or views,

- c) Establish acceptable relationships between buildings, parking and adjacent properties, and
- d) Control drainage and erosion.

Article 28) Parking Spaces: Each main dwelling unit or each Lot shall have provided space for parking two (2) automobiles off the private roads of the subdivision prior to occupying any dwelling constructed on any Lot. There shall be no storage of trailers, commercial vehicles, trucks, fuel tanks, trailers, or boats upon any Lot or on the roads of the subdivision. There shall be no parking of any vehicles, boats, trailers, etc. in the yards/lots within Foreside Commons. The restriction shall not prohibit the temporary parking of commercial trucks supplying goods or services to residents of the subdivision. There shall be no parking of any kind of vehicles, except by permit issued by the Board of Directors of the Home Owners Association, on any of the internal streets of the subdivision.

Article 29) Exterior Lights: Exterior lights attached to a permissible main structure are allowed with the condition that the lighting does not impact adjacent properties. Landscaping and driveway/walkway lighting is permitted as long as it does not illuminate adjacent properties. Mercury-vapor lights are not allowed.

Article 30) Other Appurtenances and Appendages: No exterior appendage or apparatus, by way of illustration and not limitation, the following: antennas, towers, clothes lines, statutes, monuments, water parks and any other man made facility shall be installed, or maintained unless approved in writing by the Architectural Review Committee. Flag poles are permitted based on a standard currently being established by the Board of Directors and children playgrounds made of natural materials in neutral colors will be considered. Both require the approval of ARC.

Article 31) These Restrictions may be amended by and with the written consent of no less than Sixty Percent (60%) of the Owners of all the Lots in Foreside Commons. The Owners of the various Lots shall have the power to waive, abandon, terminate, modify, alter, change, amend, or add to these Restrictions or any of them at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment or addition shall take effect when a copy thereof executed and acknowledged by each of the Lot Owners who assent thereto in accordance with the usual form of execution and acknowledgment of Deeds to land, shall have been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, and the same thereafter shall remain in effect in perpetuity, unless the same shall be waived, abandoned, terminated, modified, altered, changed, amended, or added to as the case may be. In the taking of any such vote, or the obtaining of any such written consent to the Lot Owners of Foreside Commons, each Owner shall have as many votes or consents as he may own Lots situated in Foreside Commons.


Article 32) All Foreside Commons property owners shall adhere to these Declaration of Covenants and Restrictions for Foreside Commons as established herein, including the

submission of all required Architectural Review Committee requirements which includes: adding "Dish" type antennas, changing the exterior color of the house, adding decks, patios, fences, solar panels, home additions, etc, in advance of the work being performed. Should the property owner not submit required applications, specifications, drawings, etc. the ARC will notify the home owner in writing of the deficiency and give the home owner 30 days to correct and submit a complete application request to the ARC for adjudication. If after 30 days of receipt of the ARC letter, if the home owner does not comply with the application requirement, a fine of \$100 may be levied by the Association and payable within 30 days to the Foreside Commons Association. If the home owner continues to be none compliant the Board of Directors will take legal action to resolve the issue. Should legal action be required, the Lot Owner will be responsible for all attorney/court/legal fees associated with the complaint, should the Courts rule in favor of the Board of Directors of Foreside Commons.

Article 33) The Lot owners of Lots 5/6, and 7 will share in the costs equally of maintenance of the walkway crossing Lots 5/6, and 7 the docking facilities and the boating pier. This was established in June 1994 with the Foreside Group, LP in a non-exclusive easement agreement.

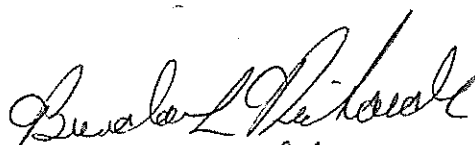
Article 34) The invalidating of any one of the foregoing Restrictions by and Court of competent jurisdiction shall in no way affect or impair the full force and effect of all other Restrictions not expressly invalidated thereby, shall remain in full force and effect.

In Witness Whereof, I Kenneth E. Jones, President, Foreside Commons Board of Directors, has hereunto set my hand and seal this 18th day of February, A.D. 2011.


BRENDA L. RICHARDS NOTARY PULBIC AND
Witness

Foreside Commons Board of Directors

By: 


State of Delaware
County of Sussex

BRENDA L. RICHARDS
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires on Aug. 6, 2013

Exhibit AList of Items to be Grandfathered

Lot Number	Variation	Covered Under Original Article
1	Lot Vacant	--
2/3	O.K.	-
4	Lot Vacant	-
5/6	Metal Fence	11
5/6	Garage with second story	2
7	Lot Vacant	-
8	Metal Fence	11
8	Flag Pole	28
9	Lot Vacant	-
10	Lot Vacant	-
11	Lot Vacant	-
12	Plastic Playground	28
12	Exterior siding cement board	5Ab
13	Vinyl privacy fence, vinyl picket fence	11
13	Vinyl handrails & railings	5Ab
13	Exterior siding cement board	5Ab
14	Vinyl handrails & railings	5Ab
14	Exterior siding cement board	5Ab
14	Accessory Building not attached to the house	2
14	Solar Panels (27) on rear roof of the house	28
15	Vinyl handrails & railings	5Ab
15	Exterior siding cement board	5Ab

RECEIVED

FEB 24 2012

**ASSESSMENT DIVISION
OF SUSSEX COUNTY**Recorder of Deeds
Scott Dailey
Feb 24, 2012 02:27P
Sussex County
Doc. Surcharge Paid