

MEADOWS AT SHAWNEE HOMEOWNERS ASSOCIATION, INC.
P.O. BOX 475
MILFORD, DE 19963

DECLARATION OF RESTRICTIVE COVENANTS FOR THE
MEADOWS AT SHAWNEE, AS AMENDED

This declaration was originally made on the 17th day of April, 2003, by PANO DEV 1, LLC, a Delaware limited liability company and **MEADOWS AT SHAWNEE, LLC**, a Delaware limited liability company (therein jointly referred to as the “Declarant”). It has since been amended by the Meadows at Shawnee Homeowners Association, Inc. on the following dates: the 13th day of March, 2013; the 26th day of February, 2016; and the 13th day of February, 2022. The Association does hereby covenant and declare that it shall hold and stand seized of the Property subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns:

ARTICLE I

For purposes of this Declaration, the Declarant shall have the sole and exclusive right to determine when lot lines and/or street lines shall be “front” or “side” lines.

ARTICLE II

CHANGES IN THE DECLARATION

These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the Lots, which shall be recorded in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware, excepting, however, that the Declarant, so long as it is the Owner of at least ten percent (10%) of the residential lots, shall have the absolute right to amend this Declaration from time to time without the joinder of any other owners by executing and recording an amendment in the Office aforesaid.

ARTICLE III

HOMEOWNERS ASSOCIATION

In order that provisions of this Declaration may be enforced in a uniform manner, there shall be organized a non-profit corporation to be known as The Meadows at Shawnee Homeowners Association, Inc. (hereinafter referred to as the “Corporation”) whose Members shall be the record owners of lots shown on said Plan.

The purchaser of any lot by the acceptance of a deed to said lot, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid Corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said Corporation.

Each owner of any lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Corporation when necessary annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided, that all assessments must be fixed at a uniform rate for all lots. However, such obligation to pay any annual assessment or charge to said Corporation shall not commence until such time that the Board of Directors of said Corporation is comprised of homeowners of The Meadows at Shawnee.

An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percentum (12%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the open space or common facilities or abandonment of his or her lot.

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

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

Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

The following definitions are applicable hereto:

- a) "Corporation" shall mean and refer to the "homeowners corporation," its successors and assigns, and to the proper-named corporate entity to be formed as provided hereunder.
- b) "Lot" shall mean and refer to lots as shown on the Record Plan of The Meadows at Shawnee.
- c) "Member" shall mean and refer to every person or entity who holds membership in the Corporation.
- d) "Owner" shall mean and refer to the record owner of a fee simple title to the lots as shown on the said Plan of The Meadows at Shawnee.
- e) "Declarant" shall mean and refer to PANO DEV 1, LLC, a Delaware limited liability company, its successors and/or assigns.

ARTICLE IV

ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. In the event Declarant incurs any expenses, including attorneys' fees, in connection with its efforts to enforce the terms hereof, the lot owner in violation of these covenants shall also be obligated to reimburse Declarant for all such expenses. Action of enforcement may be brought by the Declarant, its successors and assigns. Not later than thirty (30) days after the conveyance of title by one of the Declarant herein, their successors or assigns, of the last residential lot to a homeowner, Declarant shall assign their power to modify or enforce these covenants and restrictions to the Corporation by an appropriate instrument in writing, recorded in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware.

ARTICLE V

SEVERABILITY

Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

ARTICLE VI

GENERAL USE RESTRICTIONS

Section 1. Private Residences. Each lot in the Property shall be used for private residential purposes only and no buildings of any kind, except private dwelling units shall be erected or maintained on any lot.

Section 2. Trailer, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any lot.

Section 3. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of the lots, and no horses, cows, goats, hogs, rabbits, poultry, pigeons, or similar animals shall be kept on any part or portion of the lots. Breeding of domestic animals of any kind on any part or portion of any lot or lots or in any building or structure thereon, is expressly prohibited. No outbuildings, such as dog houses or similar structures shall be constructed, kept or maintained on any lot.

Section 4. Vegetable Gardens. No vegetable gardens or similar non-flower gardens or beds shall be kept or maintained on any Lot in the front yard area.

Section 5. Television and Radio Antenna, & Exterior Devices, Etc.¹ No television antennas, radio antennas, television or radio receiving or transmitting devices, satellite antenna, dish or other device used to receive direct broadcast satellite (DBS) services to be greater than one meter in diameter shall be erected or placed on any lot or be attached to the exterior of any structure. Satellite antennae, dishes or other devices used to receive DBS services which are smaller than one meter in diameter, and antennae or other devices used to receive television broadcast services (TBS) and multi point distribution services (MMDS) are specifically permitted, but, must be erected, placed or attached so that the satellite antenna, dish or device is not visible from the front of the lot; however, if such placement impairs clear reception, Owner will be granted an exemption upon submitting a statement of such impairment from the service provider and a plan for placement of the device. No other device, apparatus or decoration shall be permanently or temporarily attached to the exterior of the structure without prior written approval of Declarant. Exterior holiday lights and/or ornaments shall be permitted, provided that such lights and/or ornaments are removed no later than 30 days following the holiday.

Section 6. Trash Receptacles. Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting that they may be placed temporarily at street side on the regular day of collection if required by the collection agency.

Section 7. Prohibited Vehicles. No unusual vehicle including trucks (except non-commercial pick-up trucks), buses, travel trailers, boat trailers, boats, utility trailers, commercial vans, tractors, campers, aircraft, mobile homes or vehicles immobilized for any reason, shall be kept or maintained on any Lot, driveway, street or Open Space. All motor vehicles owned and operated by residents of the Subdivision must be parked overnight in their respective garage or driveway. No such vehicle may be parked elsewhere on any Lot or street except for temporary parking. For purposes of this paragraph, "temporary parking" shall mean the parking of such motor vehicle on an intermittent and non-recurring basis during the period between dawn and the following midnight.

Section 8. Signs.² No signs of any nature whatsoever shall be erected, placed or maintained on any lot within the property described except for: (1) a single real estate "For Sale" sign, No

[1&2] Note: A change to the Declaration of Restrictions was adopted on November 17, 2012 amending Sections 5 & 8 in their entirety to read as herein set out. Former Sections 5 & 8 pertained to similar subject matters.

Trespassing, Private Property, Beware of Dog, and Keep Off The Grass signs, each being no larger than 12" x 17" are also permitted. Two (2) of each of these signs shall be permitted on corner lots, one facing each street. The "For Sale" signs may be so placed and maintained, but must be removed within five (5) days after a non-contingency contract for sale and purchase for such lot has been signed by all parties thereto. A maximum number of two (2) Political Signs, no larger than 18" X 24" are permitted to be placed on each lot 30 days prior to an election and must be removed within 48 hours after.

Section 9. Fences. ³ No enclosing or non-enclosing fence or barrier (hereinafter the "fence") shall be erected on any lot closer to the front line than midway from the rear wall of the principal building. Types of fences and heights are as follows: Enclosed: Privacy vinyl or wood fences up to a maximum of 6 feet high may be installed along the rear property line of houses where the rear of the property borders either Route 1, Rehoboth Boulevard and/or Kirby Road. Split Rail and Picket Fences shall have a maximum height of five feet unless restricted by code requirements as defined by the City of Milford. Split rail fences shall be constructed of wood left in its natural color or white vinyl. Picket Fences shall be constructed of white vinyl only. Vinyl or galvanized coated wire mesh may be applied to the inside perimeter of split rail fences. No such fences shall be constructed or maintained upon the lots until the plans for the same have been approved by the HOA Architectural Committee and Board of Directors.

Section 10. Swimming Pools. Except as authorized by Declarant and/or Corporation, no above ground swimming pools shall be constructed or maintained on any lot, except that children's wading pools not to exceeding one (1) foot in height shall be permitted.

Section 11. Trees, Shrubs and Landscaping. ⁴ Any and all trees, shrubs, and/or landscaping planted or provided by the Declarant, their successors or assigns, as to the Open Spaces or required landscape buffers must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control. Any homeowner who plants trees or shrubs on or near common areas are solely responsible/liable for those plantings. Such plantings must be properly maintained by the homeowner. The HOA will not be liable for any damage or injury caused by the planting or installation of any tree or shrub planted on or near common areas. Nothing is to be planted on the common areas without the written approval of the HOA.

Section 12. Lawn Mowing. The owner of each lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said lots at least twice during each of the months from March through November of each year. All Lot lawns and shrubs shall be maintained in a neat and presentable condition.

Section 13. Yards & Yard Fixtures. ⁵ No statues, sculptures, painted trees, ornaments, or replicas of animals or other like objects larger than 4' high x 30" wide or round may be affixed to or placed on any lot or building. Decorative Flags no larger than 3' x 5' are permitted.

[3, 4, & 5] NOTE: Changes to the Declaration of Restrictions were adopted amending Sections 9 & 13 on November 17, 2012 and Section 11 on July 23, 2021 in their entirety to read as herein set out. Former Sections 9, 11, and 13 pertained to similar subject matters.

Section 14. Trampolines. No trampolines of any kind whatsoever shall be erected or maintained on any lot.

Section 15. Clothes Lines. No outside clothes lines or clothes line posts shall be erected or maintained on any lot.

Section 16. Right-of-Ways. No structures or equipment, of any nature, except for standard mailboxes, shall be constructed or installed within the right-of-ways of the Subdivision streets.

Section 17. Outbuildings. ⁶ No outbuildings, sheds, garages, enclosed outdoors storage facilities, or other similar structures shall be erected, placed or maintained on any lot within the property unless such structures are (i) constructed of a material other than metal; (ii) are located only in the rear yard of any lot; (iii) do not exceed the aggregate size of one hundred twenty (120) square feet on each lot; (iv) do not exceed a height of ten (10) feet; and (v) are built in accordance with plans, specifications, and illustrations approved by Declarant, or their successors or assigns pursuant to this Declaration, and complies with the City of Milford Ordinance. (The Board wants to advise that placing sheds on the easement and/or right-of-way are at risk of having to be removed if the city or county wants access.)

Section 18. Basketball Goals. No basketball goals shall be erected, placed, or maintained on any lot at any time, except for a maximum of one permanently installed goal located in the driveway. Any and all basketball playing shall be permitted from 9:00 AM to sundown.

Section 19. Property Rights in Open Spaces. Subject to the provisions of this Section, every Lot Owner shall have the right and easement of enjoyment in and to the Open Spaces owned by the Town of Milford and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 20. Easements. Easements and right-of-ways are hereby reserved on, over, under and along all of the lots in the Property, for poles, wires, conduits, pipes, for lighting, heating, gas, electricity, telephone, and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, ten (10) feet from the front and rear property lines of each lot and seven (7) feet from the side lines of each lot, together with the right of access thereto for the purpose of further construction and/or repair. A twenty (20) foot wide easement, ten (10) feet on each side of the centerline, of pipe, structure, line, or swale, shall be created, wherever possible, where a sanitary sewer or storm sewer exists. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

Section 21. Review of Plans. Notwithstanding anything contained herein to the contrary, no outbuildings, buildings, structures of a temporary or permanent nature, swimming pools, fences or other construction or improvements shall be constructed, erected, or placed upon any lot, nor shall any exterior addition to or change or alteration thereof, including but not limited to exterior

[6] NOTE: Changes to the Declaration of Restrictions were adopted amending Section 17 on December 1, 2015 in its entirety to read as herein set out. Former Section 17 pertained to similar subject matter.

façade, color change and/or change in grade or drainage be made until the plans and specifications, with illustrations, showing the nature, kind, shape, color, height, materials and proposed location of same, shall have been submitted to and approved in writing by the Declarant. The Declarant, their successors or assigns, including the Corporation upon assignment of the rights herein by Declarant, in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which in its opinion are not suitable or desirable to the community. In passing upon such plans and specifications, Declarant or their successors or assigns, shall consider the following factors:

- a) The quality, aesthetic suitability, nature, kind, shape of the proposed building or other structure;
- b) The color, height and materials of which it is to be constructed;
- c) The specific site upon which it is proposed to construct or erect the same;
- d) The harmony of the proposed change, alteration, addition, building or structure with structures on neighboring properties and the outlook and view from the neighboring properties; and
- e) The effect on the reasonable passage of light and air to the neighboring properties.

ARTICLE VII

INTERPRETATION

This Declaration shall bind all lots in the Property owned by the Declarant of the date on which this Declaration is recorded and all other lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or its successors in title to vacant lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, or generally carrying on its business as to the development of the Property.

IN WITNESS THEREOF, the said **PANO DEV 1, LLC, a Delaware limited liability company** and **MEADOWS AT SHAWNEE, LLC, a Delaware limited liability company**, have caused their hands and seals to be hereunto set the day and year first above written.

**SEALED AND DELIVERED
IN THE PRESENCE OF:**

/S/ Samuel J. Frabizzio

PANO DEV 1, LLC

By: /S/ Mario B. Capano
MARIO B. CAPANO, Authorized Member

MEADOWS AT SHAWNEE, LLC

By: /S/ Frank J. Capano, Jr.
FRANK J. CAPANO, JR., Authorized Member

The first amendment and certification were recorded with the Office of the Recorder of Deeds in and for Sussex County, in Georgetown, Delaware on the 21st day of March 2013 in compliance with all requirements to amend Restrictive Covenants.

On November 17, 2012, by a vote of 122 or more in favor and 61 opposed or abstained, being an affirmative vote in excess of two-thirds of the owners of all lots in Meadows at Shawnee, did vote to approve **Amendments to Restrictive Covenants For Meadows at Shawnee** in accordance with the Certificate of Incorporation of the Corporation and with the Restrictions for Meadows at Shawnee dated on the 17th of April, 2003, of the Meadows at Shawnee, known collectively as Meadows at Shawnee Homeowners Association, Inc.

/S/ Neil Burke

Neil Burke, President

The second amendment and certification were recorded with the Office of the Recorder of Deeds in and for Sussex County, in Georgetown, Delaware on the 29th day of February 2016 in compliance with all requirements to amend Restrictive Covenants.

On June 9, 2015 and by extended vote until December 1, 2015, by a vote of 127 in favor and 56 opposed or abstained, being an affirmative vote in excess of two-thirds (2/3) of the owners of all lots in Meadows at Shawnee, did vote to approve a **Second Amendment to Restrictive Covenants of the Meadows at Shawnee** in accordance with the Certificate of Incorporation of the Corporation with the Declaration of Restrictions of the Meadows at Shawnee dated on the 17th day of April, A.D. 2003, known collectively as Meadows at Shawnee Homeowners Association, Inc.

/S/ Michael J. Boyle

Michael J. Boyle, President

The third amendment and certification were recorded with the Office of the Recorder of Deeds in and for Sussex County, in Georgetown, Delaware on the 16th day of February 2022 in compliance with all requirements to amend Restrictive Covenants.

On July 23, 2021, by a vote of 123 in favor and 60 opposed or abstained, being an affirmative vote in excess of two-thirds (2/3) of the owners of all lots in Meadows at Shawnee, did vote to approve a **Third Amendment to Restrictive Covenants of the Meadows At Shawnee** in accordance with the Certificate of Incorporation of the Corporation with the Declaration of Restrictions of the Meadows at Shawnee dated on the 17th day of April, A.D. 2003, known collectively as Meadows at Shawnee Homeowners Association, Inc.

/S/ Michael J. Boyle

Michael J. Boyle, President

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