

Reservations and Restrictive Covenants for Fieldwood

August, 2020 - This is a working copy of these provisions. For the legal compilation of said rules refer to the Sussex County Recorder of Deeds.

(1) No more than one home, which shall be a modular or stick built home, shall be erected on each lot in Fieldwood. No other building of any kind for human occupancy can be erected on any lot. All lots in Fieldwood shall be used for single-family, residential purposes only. "Single-family" shall mean one (1) family (as hereinafter defined and as defined by Delaware law) in one (1) single-family dwelling. Family shall mean an individual or two (2) or more persons who are related by blood or marriage living together and occupying a single housekeeping unit with single culinary facilities or a group of not more than four (4) persons living together by joint agreement and occupying a single housekeeping unit with single culinary facilities on a nonprofit, cost-sharing basis. In the event the property is subject to a lease agreement, the lease agreement must be for single-family residential purposes only, accordance with the above.

(2) No dwelling, appendages, or auxiliary buildings can be placed or erected on a lot or lots without prior approval of FIELDWOOD OWNERS ASSOCIATION or a committee appointed by said Association.

(3) (a) All dwellings shall be of one (1) or (2) story construction.

(b) All new homes in Fieldwood must be modular homes or stick built homes, the first story of which, excluding any decks, porches, patios or balconies, must be at least 1,200 square feet in size. All mobile homes existing in the community as of the effective date of this amendment shall be permitted to remain and shall be considered "grandfathered". Any such grandfathered mobile homes may be repaired as necessary for proper maintenance of the home. In the event a grandfathered mobile home is destroyed or removed, rebuilding of a dwelling on the lot in question must conform to this amendment and only a modular or stick built home will be permitted.

(4) All dwellings must be erected on a durable masonry foundation or columns with solid footing. Existing, grandfathered mobile homes must be anchored securely to withstand strong winds, and have skirting applied. Method and material for re-securing and/or re-skirting an existing, grandfathered mobile home must be approved by the committee appointed by the FIELDWOOD OWNERS ASSOCIATION.

(5) All existing, grandfathered mobile homes and other dwellings in Fieldwood must be in good condition, be attractive in appearance, equipped with functioning toilet facilities and kitchen, and kept neat and well painted. No new or used, mobile home may be brought into the community for initial placement and/or moved within the community from one lot to another following the effective date of this amendment.

(6) Once construction of a new dwelling or other structure is commenced, said construction must be completed within one hundred eighty (180) days from commencement of construction, weather permitting. In the event of adverse weather preventing completion of construction within the one hundred eighty (180) day time period required hereby, a lot owner may request an extension from the Board of Directors.

(7) All lots in the community shall be served by Sussex County's public sewer system. No individual wastewater disposal systems shall be allowed. All impact and user fees imposed by Sussex County for connection to and service by Sussex County's public sewer system shall be the sole and exclusive expenses of each individual lot owner being served. All lots in the community shall be served by individual water wells, which must meet all applicable State of Delaware and/or Sussex county standards. The water pump must be housed in a neatly constructed building approximately four (4) feet by four (4) feet in size and shall not exceed one (1) foot in height above ground level. In the event that County-wide, public water service becomes available, then all costs and expenses of using the same, including installation expenses, impact fees and user fees, shall be the expenses of each individual lot owners.

(8) All lot owners shall submit construction plans for driveways, pump houses, patios, fences, swimming pools, and any other additions, changes or alterations, and must receive written approval by a committee appointed by the FIELDWOOD OWNERS ASSOCIATION, before commencing construction. The lot owners, successors or assigns, hereby assume all responsibility during construction to

maintain all streets, curbs and side walks, if any, and to repair the same if they are damaged during construction, renovation, or landscaping of the dwelling placed on their lot or lots.

(9) All utilities, including electric, telephone, cable television and oil tanks, must be underground. Any gas tanks installed above ground must be placed at the rear of the dwelling and concealed in an enclosure.

(10) FIELDWOOD OWNERS ASSOCIATION will have the right of first refusal on any resale of lot, or lots in FIELDWOOD and a consent must be signed by the parties so designated by the said Association, consenting to any sale or transfer. Said consent to be affixed to the transfer deed.

(11) No animals such as horses, hogs, chickens, rabbits, etc., shall be permitted to be kept in the development. No dogs or cats may be bred or sold for commercial purposes in the development. No dog kennels shall be allowed. Only pet dogs or cats will be permitted. Dogs must be kept on a leash at all times when not on the premises of the owner. A barking dog must be muzzled in order that the residents of the development will not be disturbed. After 10:00PM, a barking dog, whether muzzled or not, must be taken inside the dog owner's residence, again, so that the residents of the development will not be disturbed.

(12) Lot owners, as well as their family members, guests and tenants, shall not perform any acts, nor carry on any practices which may be a nuisance or menace to other lot owners.

(13) All set back requirements from either front, side or rear property lines must comply with the Planning and Zoning Laws of Sussex County, which are in effect at the time of the construction of a home. However, in no event shall the dwellings be less than thirty (30) feet from the front property line. Unenclosed porches, decks, balconies or patios, not covered by a roof or canopy, on homes existing in the community as of the effective date of this amendment, may extend a maximum of six (6) feet into the front yard setback area. No dwelling, garage or accessory building shall be set nearer than ten (10) feet to any side or rear property line. In the case of a corner lot, no dwelling shall be erected nearer than thirty (30) feet to any street. Dwelling shall be set no higher than two (2) feet above ground level.

(14) An unattached garage or accessory building, of one story only, must be set back at least 40 feet from the front property line, or from any street in the case of a corner. No more than two (2) such outbuildings may be placed or constructed on any one (1) lot. Any attic or other enclosed space above any outbuilding shall be used for storage purposes only.

(15) Any deck, balcony, patio, porch or enclosure on an existing, grandfathered mobile home cannot exceed twelve (12) feet in width. Any structure on an existing, grandfathered mobile home also cannot exceed two-thirds the length of the mobile home. Any deck, balcony, patio, porch or enclosure on a new home constructed in the community following the effective date of this amendment may extend the full length of the home and may be of any width, provided the length and width comply with all rules and regulations imposed by Sussex County. The roof of a deck, balcony, patio, porch or any other enclosure, whether on an existing, grandfathered mobile home or whether on a newly constructed home, shall not be higher than the roof of the home at its highest peak.

(16) No repairing or overhauling of automobiles, or vehicle will be permitted within this subdivision. No stripped, partially wrecked, unlicensed or invalidly licenses, vehicle maintained on jacks or blocks (except temporary for emergency tire change), disabled or junk motor vehicles, or part hereof, shall be permitted to be parked or kept in this subdivision. In the event any such vehicle is parked or kept in this subdivision and the owner of the vehicle does not voluntarily. Remove such vehicle, the Association shall be permitted to tow such vehicle at the owner's expense.

(17) This parcel of property is subject to all those easements and right-of-way heretofore granted unto the Delmarva Power and Light Company, General Television, Inc., the Diamond State Telephone Company, the State of Delaware, and to any other party or parties which easements and rights-of-way are now of record or intended so to be. As there are underground electric and telephone wires, television cables, copper water pipes and plastic sewer pipes, lot owners should be certain of the location of each of them before the attempt to do any excavating. Lessees or owners are responsible for all damage done by digging on their premises to any of the above.

(18) No fences shall exceed 3-1/2 feet in height along the front of the property line of any lot or along the first 30 feet of the side property line from the front property line. Fences may be 6 feet in height along the remaining side and rear property lines. In the case of a corner lot a maximum of 3 1/2 in height will apply for fences along all streets.

(19) In case of fire or other disaster, debris shall be removed within 30 days.

(20) Each lot shall be kept neat and clean. All household trash and garbage must be disposed of at least once each week at the public landfill or by way of a regular pick-up service. If trash and garbage is placed outside prior to pick-up-day, the trash or garbage must be in an enclosed container. Cleanliness must meet all the requirements of the Delaware State Board of Health.

(21) No boats, personal water craft, recreational vehicles, motor homes or other vehicles designed for overnight occupancy, or trailers of any kind shall be parked or stored on any lot unless in the side or back yard. Which defined as an area behind 1 line representing the front of the dwelling and any hypothetical projection thereof. With regard to corner lots, the side or backyard where parking and storage of the aforementioned vehicles, etc., is permitted is defined as the side of back yard areas not facing the street.

(22) No lot shall be graded so that it will drain on the property of others.

(23) Parents or owners of the lot shall be responsible for any damage caused by their children or guests to the development, its equipment or to the property of any other owners.

(24) Automobiles shall be driven at a very safe speed within the development. Horns shall not be blown unnecessarily. Motorcycles, scooter and motor bikes must be licensed and may be driven by licenses operators only and operating in a quiet and safe manner. Any damage caused is the responsibility of the driver and parents of the driver, if said driver is under twenty-one years of age.

(25) Streets were built to State of Delaware Highway Department specifications. They have been dedicated for public use. Said street shall be maintained by the Delaware State Highway Department and patrolled by the Delaware State Police. All of the State regulations shall apply.

(26) No firearms, fireworks, BB rifles, air guns, or like devices may be discharged within the development.

(27) Each owner shall plainly display his lot number on the premises for the guidance of fire company personnel, in case of an emergency.

(28) The open area may be used for recreational purposes.

(29) Each lot owner within Fieldwood automatically becomes a member of the Fieldwood Owners Association upon purchase or acceptance of his or her lot in Fieldwood. The Fieldwood Owners Association is generally responsible for the Fieldwood community, having assumed the obligation and expense of maintaining any commonly owned property, administering activities for the benefit of all lot Owners, and establishing and enforcing rules and regulations for the benefit of all lot owners.

(30) Upon becoming a member of the Fieldwood Homeowners Association as set forth in the preceding paragraph, each lot owner hereby covenants and agrees to pay the Association (1) annual assessment or charges established by the Board of Directors each year; (2) special assessments for capital improvements, operations, repair, replacement and reserve fund, which must be approved by a majority of the lot owners; (3) fees established by the Board of Directors (for such things as architectural review or other administrative functions of the Board or its committees); and (4) fines' and other charges as may be assessed pursuant to these restrictions. The annual and special assessments, fees, fines, and other charges, together with penalties, interest costs and reasonable attorney' fees, shall be a charge on the land, and shall be a continuing lien upon the lot against which each such assessment, fee, fine or other charge is made. Each such assessment, fee, fine or other charge, together with penalties, fees, interest costs and reasonable attorney fees, for the collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment, fee, fine or other charge fell due. A personal obligation for delinquent assessment shall not pass to the Owner's successor in title (other than as a lien on the land), unless expressly assumed by them.

(31) If any assessment is not paid on the date when due as herein-above provided, then such assessments shall be deemed delinquent and shall, together with such interest there on, late fees, and penalties cost of collection, including reasonable attorneys' fees, thereof, as hereinafter provided, continue as a lien on the lot and

any structure built thereon which shall bind such lot in the hands of the then owner, his heir, devisees, personal representatives, successors and assigns. In addition to such lien rights, the personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and shall be subject to a late fee in the amount of \$35.00 per month or such other penalty in an amount to be determined by the Board of Directors from time to time. The Association may bring a legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot, and in the event a judgment is obtained, such judgment shall include interest and late fees or penalties on the assessment above provided and any reasonable attorneys' fees to be fixed by the Court together with the costs of the action. No owner of a lot may waive or otherwise escape liability for the assessment provided for herein by non use of the common property in the community or abandonment of his or its lot.

(32) The Board of Directors shall have the right to set and collect fines and other monetary penalties for violations of these restrictions, which may include, but shall not be limited to, late fees on unpaid assessments, fines for restriction violations, the cost of repairs, damages sustained and legal fees incurred by the Association as a result of the violation of these restrictions or any duly adopted rules and regulations, as the same may be amended from time to time. All such fines and monetary penalties shall be collectible in the same manner assessments hereunder. No fine or monetary penalty shall be imposed until at least one (1) written notice is provided to the violating owner. This written notice requirement shall not apply to late fees on unpaid assessment or other charges, such as may be imposed immediately upon delinquency in accordance with Paragraph 31 of these restrictions.

(33) Residential Use: All lots shall be used for residential purposes exclusively. No lot shall be used at any time to conduct any trade of business of any description, nor shall said premises be used for any purpose whatsoever except for the purpose of private dwelling or residence. No business activity or any trade of any kind whatsoever shall be carried on upon any lot or in any structure on a lot; provided, however, that nothing contained herein shall be construed so as to prohibit private home offices and/or home occupations, as defined below, so long as no stock in the trade is kept or commodities are sold, except such as is made on the premises;

there is no outside storage of materials; there are no employees, patrons, customers or clients; and there are no signs.

A “home occupation” is hereby defined as any occupation, profession, enterprise or activity conducted solely by one or more member of a family residing on the premises, which is incidental and secondary to the use of the premises for and as a dwelling. A “home occupation” includes the following: (a) art or craft studio; (b) dressmaking or custom baking; (c) private instruction limited to one or two pupils at a time; (d) family day-care home (such are defined by Sussex County).

(34) Nothing contained herein shall be construed in any manner so as to impose upon James S. Truitt and Dorothy S. Truitt or the Board of Directors of FIELDWOOD, their successors or assigns, any liability for property damage and/or personal injury or death occurring to any person or persons whomsoever, for or by reason of the use of the ways, roads, streets, lanes or easements, or any open area in Fieldwood. Any and all persons using such ways, roads, streets, lanes, easements, or open area, shall do so at their own proper risk and without any liability whatsoever, in the Part of James S. Truitt and Dorothy S. Truitt, their successors or assigns.

(35) No noxious weeds, undergrowth or accumulated trash shall be permitted to be grown or maintained upon any lot by the owner or occupier thereof. In the event a noxious growth or collection of trash maintained upon any lot, the Association, its successors and assigns, reserves the right to notify the owner or occupier to cut and/or remove any such offending growth or trash. Within five (5) days of the giving of notice in writing by the Association to the owner or occupier of any lot to remove trash or control grass, undergrowth or weeds and, if the owner or occupier fails or neglects to comply with any such notice, then in such an event, the Association or its successors may enter upon such lot, together with such assistance and equipment as may be required, thereupon to cut and/or remove the same, all without being deemed a trespasser, and all at the expense of the owner of said lot. Any expense incurred by the Association or its successors in accordance with this paragraph shall be billed to the owner and the owner agrees to remit payment to the Associations for said expenses within thirty (30) days of billing. All expenses incurred by the Association in accordance with this paragraph shall be collectible in the same manner as assessment and shall become a lien upon such lot. Such lien may be enforced in the same manner as the lien for any other assessment under these restrictive covenants. This section and any part hereof

shall not be construed as an obligation on the part of the Association or its successors and assigns to provide garbage or trash removal services, nor shall it be construed as an obligation upon the Association to remove the underbrush or rubbish or to cut grass or brush from any of the lots in the subdivision. However, the Association, its successors and assigns, reserve the right and privilege to enter any lot for the purposes as set forth herein, being to maintain the appearance of any lots so as not to cause detriment to the community at large.

(36) The invalidating of any of the foregoing restrictions, limitations, covenants, reservations or conditions or any provision thereof, by any court of competent jurisdiction shall in nowise effect or impair the full force and effect of any and all of the remaining provisions thereof, and in any such event, all such other reservations, limitations, restrictions, covenants, conditions and provisions as are not expressly invalidated shall remain in full force, effect and virtue.

(37) To modify or change any of the above restrictions, the approval of two-thirds of the property owners will be necessary, with one vote per lot owned. These restrictions comply with regulations set forth by the Planning and Zoning Commission of Sussex County, Delaware. Should there be any change in present regulations, current County Zoning regulations shall apply and take precedence over these restrictions.

(38) The Fieldwood Owners Association or any lot owner to whose benefit these Restrictions inure may proceed at law or in equity to prevent the occurrence or continuation of a violation of any of these Restrictions or to collect unpaid assessments and the Court in any action shall award the successful party reasonable expense in prosecuting such action, including a reasonable Attorney's fee.

(39) Each lot owners shall cut and mow each improved and unimproved lot within five days of notice from the Owners Association that cutting and mowing is required to prevent unsightly conditions. Failure to cut and mow within five days of such notice, will entitle the Association or Declaration to cut/mow within 7 days of notice at the cost of the lot owner, assessed at two times the actual cost as an additional assessment.