

Tax Parcel Nos.: See Attached Sheet

Return to:
William J. Rhodunda, Jr.
Rhodunda & Williams
1220 N. Market Street, Ste.700
Wilmington, DE 19801

**FIRST AMENDED AND RESTATED DECLARATION OF RESTRICTIONS OF
BELDEN**

THIS FIRST AMENDED AND RESTATED DECLARATION made this ____ day of August, 2016, by **BELDEN MAINTENANCE CORPORATION** (hereinafter “Declarant”).

WITNESSETH:

WHEREAS, Declarant advises that this First Amendment to the Declaration of Restrictions for Belden is to replace the original Declaration of Restrictions of Belden dated October 25, 2007 of record in the Office of the Recorder of Deeds in and for New Castle County and the State of Delaware, in Instrument No. 20071105-0096031, in its entirety.

WHEREAS, Declarant is the owner of all those certain lands situate in Pencader Hundred, New Castle County and State of Delaware, being known as Belden, as shown on that certain Record Major Subdivision Plan (hereinafter referred to as the “Plan”) prepared by Karins and Associates, dated May 12, 2006, of record in the Office of the Recorder of Deeds, in and for New Castle County and the State of Delaware, in Instrument No. 20060512-0045900 and being more particularly bounded and described as set forth in the Exhibit “A” (hereinafter the “Property”); and

WHEREAS, Declarant desires to provide for the orderly preservation of property values for the individual dwelling lots and individual dwelling units in said community and, to that end, desires to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

Declarant 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 Declarant, its successors and assigns:

DEFINITIONS

Section 1. The following definitions shall be applicable to the words defined as used herein:

(a) “Lot” shall mean and refer to any plot of land intended for private individual residential use as shown on the Plan, as the Plan may be amended or superseded from time to time; and

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but shall not include a mortgagee who has not obtained fee simple title.

ARTICLE I GENERAL USE RESTRICTIONS

Section 1. Private Residences.

Each Lot in the Property shall be used for private residential purposes only and for Home Occupations as permitted by the zoning code of New Castle County as amended from time to time.

Section 2. Trailers, Mobile Homes, Etc.

No temporary living quarters, including but not limited to: trailers, camping trailers or camping vehicles and mobile homes, shall be permitted or maintained upon any Lot unless stored within the garage.

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 or in any residence located on any such Lot. No horses, snakes, cows, goats, hogs, poultry, pigs or similar animals shall be kept on any part or portion of the Lots or residences. Dogs, cats and other common domesticated household pets, not to exceed four (4) for each Lot, may be kept inside the dwelling provided they are not kept, bred or maintained for any commercial purpose and provided that no more than four (4) such pets in the aggregate may be kept with respect to each dwelling and further that such pet(s) shall not cause or create a nuisance or unreasonable disturbance. All such pet(s) shall be kept on a leash when not on an owners' or residents' property. Owners and residents are responsible for the removal of litter deposited by their pets on any land subject to this Declaration.

Breeding of domestic animals of any kind on any part or portion of any Lot or in any building or structure thereon, is prohibited. Cat/dog houses or runs are not permitted on any Lot.

Section 4. Vegetable Gardens and Compost Bins/Devices.

Vegetable gardens shall not be kept or maintained on the front or side yards of any Lot and are not to exceed two hundred and fifty (250) square feet in the backyard of any Lot. Gardens shall be maintained in a neat and attractive manner.

No more than one (1) compost bin or compost device may be erected or installed on any Lot and will be located adjacent to a vegetable garden if one is present. If a vegetable garden is not present, the compost bin or compost device will be located in the rear of the house no further than five (5) feet from the rear wall of the residence. It may also be located in the "Trash Enclosure" as outlined in Section 8 herein.

Section 5. Television and Radio Antennas, Satellite Dishes.

No radio or television receiving or transmitting antenna or other similar device shall be constructed, placed or maintained on any Lot if such antenna is visible from the outside of the residence located on such Lot.

Two (2) television satellite dishes not exceeding twenty-four inches (24") in diameter may be attached to the residence located on a Lot without approval of Declarant, provided, however, that such installation shall occur only at one of the following locations: (a) On the rear slope of the roof of the residence located on such Lot (but not extending above the ridge of such roof); (b) on the rear wall of the residence located on such Lot, mounted at or near the foundation level of such residence; (c) on either side wall of the residence located on such Lot, but mounted at or near the foundation level of such residence and at a location which is within four (4) feet of the rear wall or such residence.

Section 6. Solar Panels, Alternative Energy Sources, Fuel Containers and Generators.

No solar energy panels or collector or wind turbine shall be installed, constructed, placed or maintained on the roof or other outside portion of any residence or other structure located on any Lot, without the written permission of the Declarant. No fuel tanks, propane tanks or cylinders in excess of twenty (20) pounds capacity, or similar fuel storage receptacles, shall be installed, placed, constructed, stored or maintained on any Lot.

Wind Turbines will be of the Vertical Axis variety and shall have a rotor diameter of five (5) feet or less. Each Lot is limited to two (2) Wind Turbines and these can be placed (a) on the rear slope of the roof of the residence located on such Lot (but not extending above the ridge of such roof); (b) in the rear of the Lot not closer than five (5) feet nor further than twenty (20) feet from any rear yard property line. The Wind Turbines also must be located not less than five (5) feet from any side yard property line.

In any event, no such solar panels, alternative energy sources, fuel containers or generators shall be constructed, installed, placed or maintained upon any Lot until the plans for the same have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

In the event of an extreme weather event, generators used for emergency purposes are allowed on a temporary basis, but generators that are to be installed on a permanent basis should require their location to be reviewed by the ARC and approved by the Board.

This Section is not intended to conflict with any federal or state law which may regulate the activities set forth in this Section. This Section shall be enforceable to the extent it is not in violation of any applicable federal or state law. If activities prohibited by this Section are otherwise permitted by federal or state law, the ARC shall still have the authority to review any proposal regulated by this Section to the extent permitted by the applicable law.

Section 7. Exterior Holiday Lights and/or Lawn Ornaments.

Exterior holiday lights shall be permitted, provided that such lights are displayed no sooner than twenty-eight (28) days before the first day of a holiday and removed no later than fourteen (14) days after the last day of said holiday. No more than two (2) seasonal lawn ornaments shall be permitted to be displayed during a holiday season. Exterior lights are not to interfere with the comfort of other residents in any way.

Permanent lawn ornaments are prohibited and shall be defined as decorative objects that are placed in the grassy area of a Lot.

Garden ornaments are permitted given that the size of the garden ornament does not exceed the height and breadth of the largest plant in the garden in which it is placed. Garden ornaments shall be defined as a decorative object that is placed in an approved Vegetable Garden or Lot Plan landscape bed.

Section 8. Trash Receptacles, Trash Enclosures and Trash Barriers.

Trash receptacles and trash, garbage, rubbish and other waste, shall be kept in clean, sanitary and enclosed areas, hidden from public view, with the exception that they may be placed temporarily at street side on the regular day of collection if required by the collection agency, and removed within 24 hours. No items of any type (including without limitation bicycles, lawn mowers, tools, canoes and other objects) may be kept or stored on a Lot or outside a Dwelling except behind or inside an approved structure.

Public View shall be defined as the sight of an item whilst standing on the sidewalk in front of a residence within the range of the property lines of the Lot on which the residence is located. Examples of enclosures or barriers are, but not limited to vinyl fence enclosures, decorative plant barrier, one panel of white vinyl privacy fence. In any event, if the owner of a Lot should choose to erect an enclosure or barrier to keep the trash receptacles hidden from public view, those enclosures or barriers shall be constructed, installed, placed or maintained upon any Lot only after the plans for the same have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

Section 9. Prohibited Vehicles.

No trucks, buses, travel trailers, boat trailers, boats, utility trailers, commercial vans (except for non-commercial pickup trucks and vans described in (b) below), tractors, campers, vehicles immobilized for any reason, or trailered or untrailered vehicles or other devices used for racing or recreational purposes, or any other kind of trailer, campers, boats, recreational vehicles as defined in Title 21 of the Delaware Code as amended from time to time, shall be kept or maintained, temporarily or permanently, on any community street, any Lot or the driveway of any Lot, unless the same is maintained, at all times, wholly within a closed garage.

Pickup trucks up to and including $\frac{3}{4}$ ton and enclosed vans not exceeding 10,000 lbs. G.V.W. and a height of seven (7) feet are permitted provided such vehicles are not used for commercial purposes.

Vehicle repairs, except tire changes and battery service, shall not be conducted within the Community.

Section 10. Signs.

No signs of any kind whatsoever shall be erected, placed or maintained on any Lot within the Property, except that a single real estate "For Sale" sign may be placed and maintained on the Lot, but must be removed within (5) days of settlement on such Lot.

Section 11. Maintenance of Sidewalks, Driveways, Drainage Swales and Surface Water Flow.

All sidewalks shall be repaired when required and kept free of snow and ice. Each owner of any Lot by acceptance of a deed therefor is deemed to covenant and agree to fully maintain at such owner's sole cost and expense any and all sidewalks, driveways, easements and drainage swales located on said owner's property free of debris and obstructions with grass and/or plant growth properly cut and trimmed so that drainage water will properly flow through such swales.

After the completion of construction of a residential dwelling on a Lot and the establishment of grades for flow of surface water, the elevation, grading or surface composition of any Lot shall not be changed or modified so as to impede, redirect, accelerate or otherwise adversely change or modify the flow of surface water to, over or from the Lot.

If any driveway becomes cracked or begins "scaling" to the point that the material that said driveway is constructed of begins to disintegrate or deteriorate, it will be the sole responsibility of the owner of the Lot, that the driveway is located on, to repair or resurface the driveway so that the cracks and or "scaling" is eliminated.

Weeds between sidewalk sections shall be eliminated upon their emergence.

Section 12. Trees, Shrubs and Landscaping.

Any and all trees, shrubs and/or landscaping planted or provided by the Declarant, its successors or assigns, on any Lot, other than the aforesaid street tree, must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control. No hedge or similar barrier or mass planting shall be erected or permitted except to the rear and side of the principal structure on such Lot. All shrubbery and hedges on said Lots must be kept in a neat and presentable appearance.

Section 13. Lawns and Lawn Mowing.

The Owner of each Lot shall be responsible for the maintenance of grass and removal/destruction of weeds thereon and shall mow said Lot so that the grass shall not exceed a height of more than six (6) inches for more than three days.

Section 14. Yards and Mailbox Pillars.

No statues, sculptures, painted trees, bird baths, replicas of animals, or other like objects may be affixed to or placed on any Lot or building other than approved landscape beds that are adjacent to residence. The size of these structures cannot exceed the largest plant in any landscape bed.

No more than one (1) flagpole shall be installed, constructed, placed or maintained on the roof or other outside portion of any residence or other structure located on any Lot, without the written permission of the Declarant.

No mailbox pillars other than regulation DelDOT 4"x4" posts are permitted for mailbox installation. No masonry supported mailboxes or masonry mail box structures are permitted. Any mailbox modification must conform with the United States Postal Service guidelines.

Section 15. Clothes Lines.

No outside clothes lines or clothes line posts shall be erected or maintained on any Lot.

Section 16. Outdoor Carpeting and Synthetic Grass.

Outdoor carpeting and synthetic grass is prohibited.

Section 17. Outdoor Furniture.

Aesthetically pleasing outdoor furniture of good quality may be used on porches, decks, patios and pool areas, but is not permitted on front or side lawns (grass).

Section 18. Yard Fences and Privacy Fences.

No yard fences (hereinafter the "fence") shall be constructed or maintained upon the Lots until the plans for the same have been approved by Declarant, in accordance with the provisions of Section 32 herein.

Yard fences shall be defined as a fence that encloses more than 500 square feet.

No fence shall be of the chain-link variety.

No enclosing or non-enclosing fences or barriers shall be erected on any Lot closer to the front street line than the rear-most wall of the principal building on said Lot except for fences on corner Lots that may extend from the rear yard toward the side street, but under no circumstances may the fence be closer to the street than the building setback line. No fences shall be a height of more than five (5) feet and all such fences shall be post and rail or split rail, hardwood constructed, or other material approved by the Architectural Review Committee, including white PVC, with two (2) or three (3) horizontal rails or otherwise as approved. No fences are to be placed in a manner which changes or obstructs drainage or prevents maintenance of swales. The height and width of the entire interior perimeter of such fence may be fully covered with green wire mesh. In any event, no such fences shall be constructed or maintained upon the Lots until the plans for the same have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

Privacy fences are fences which enclose only a small portion of the rear yard close to the building itself; for example, a privacy fence may enclose a rear patio. A board on board type privacy fence may be permitted provided it does not exceed a height of six (6) feet and is constructed of wood or vinyl that is of a color that matches or complements the residence. In no event shall any privacy fence enclose an area in excess of 500 square feet, nor shall any section thereof exceed 25 feet in length. In any event, no privacy fence shall be constructed or maintained upon any Lot until plans for design, color and exact location for the same have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

Section 19. In-Window Air Conditioning Units and Window Fans.

Unless approved by the Board, in-window air conditioning units and window fans are not permitted.

Section 20. Window Treatments, Garage Door, Storm Doors and Storm Windows.

All windows from exterior shall show white or off-white color or a color compatible with the color of the exterior finish of the dwelling. No newspaper, aluminum foil, reflective film nor any other material other than usual and customary window treatments, shall be placed over the windows of any structure. The garage door shall be white. All storm doors and storm windows placed on the dwelling shall be the same color as the trim currently installed on the dwelling.

Section 21. Sports Equipment, Play Structures and Recreational Equipment.

No sports equipment of any kind whatsoever shall be erected or maintained on any Lot or on any residence or other structure located on any Lot at any time, except for temporary or portable sports equipment which must be placed indoors when not in use with the exception of non-permanent basketball goals. The basketball goals shall be sufficiently anchored to the Lot so as to prevent them being moved by a storm, wind event or other natural disaster.

Play structures such as swing sets, trampolines and other recreational equipment shall not be located closer than ten (10) feet from the rear or side property lines. All play structures listed herein and other recreational equipment shall be maintained so as they are not in a state of disrepair and shall be sufficiently anchored to the Lot so as to prevent them being moved by a storm, wind event or other natural disaster.

In any event, no play structures or recreational equipment of a permanent nature shall be constructed, installed, placed or maintained upon any Lot until plans for the design and exact location for the same have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

Section 22. Hot-Tub Spa, Swimming Pools and Swimming Pool Fences.

No above ground-swimming pools shall be constructed or maintained on any Lot, except that children's temporary wading pools, not exceeding one (1) foot in height, shall be permitted in any rear yard.

One (1) Hot-Tub Spa on each Lot may be permitted to be constructed and maintained in rear of Lot after plans for such have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

One in-ground swimming pool on each Lot may be permitted to be constructed and maintained. Any in-ground swimming pool must be enclosed with a fence in accordance with New Castle County Code. However, no fence of the chain-link variety shall be constructed to enclose a pool OR hot-tub spa.

In any event, no such swimming pool or swimming pool fence shall be constructed or maintained upon any Lot until plans for the design and exact location of the swimming pool and swimming pool fence have been reviewed by the Architectural Review Committee and approved by the Declarant in accordance with the provisions of Section 32 herein.

Section 23. Outbuildings.

No Lot may contain more than one Outbuilding. Such Outbuildings shall be used exclusively by the owners or occupants of the Lot on which the Outbuilding is located. In any event, no such Outbuilding shall be constructed, installed, placed or maintained upon any Lot until plans for design, color and exact location of the same have been reviewed by the Architectural Review Committee and approved by the Declarant.

The following standards shall apply with respect to the approval of one Outbuilding on each Lot:

- (i) Location. The Outbuilding must be located to the rear of the home and not closer than five (5) feet nor further than twenty (20) feet from any rear yard property line. The Outbuildings also must be located not less than five (5) feet from any side yard property line.
- (ii) Size. a.) the outside footprint of the Outbuilding shall be either square or rectangular and shall be no less than sixty-four (64) square feet and no more than one hundred sixty eight(168) square feet. b.) the depth of the Outbuilding shall be no longer than twelve (12) feet and no shorter than ten (10) feet. c.) the maximum height of the Outbuilding shall be ten feet, six inches (10' 6") to a ridge which shall be part of an "A" frame roof design.
- (iii) Materials and Construction. a.) the roof of the Outbuilding shall have an "A" frame roof design with asphalt shingles that match the type and color of the roof of the home on the Lot. b.) the Outbuilding shall be finished on all four sides with vinyl siding which matches or is the same as the vinyl siding of the home on the Lot both in style and in color. c.) the color of the trim on the Outbuilding shall match the color of the outside trim on the home of the Lot. The color of the door of the Outbuilding shall match the color of the trim of the Outbuilding or white. d.) all Outbuildings must be of frame construction. No Outbuildings frames shall be constructed of a material other than standard framing lumber. e.) The front of the Outbuilding shall face the rear of the home. The Outbuilding may contain but need not contain a maximum of two (2) points of ingress and egress that are not windows and two (2) windows. Each such window, if installed, must be two (2) square feet in size. f.) the Outbuilding must be erected on a firm foundation base so as to maintain the Outbuilding in a level position.

Section 24. Decks and Patios. (ARC Priority Level: High!)

Patios are not to exceed 500 square feet unless they are part of the deck of a swimming pool.

Any plans for deck installations are to be reviewed by the ARC and ruled upon by the Declarant before any Lot Owner can begin installation.

Section 25. Disorderly Premises and Noise Control.

Declarant subscribes to specific language laid forth by the New Castle County Code, Chapter 22, Section 02.006 and Section 02.007 regarding Disorderly Premises and Noise Control; respectively.

Section 26. Trade, Business, Etc.

No trade or business of any nature whatsoever nor any building designed or intended for such purposes or for industrial or manufacturing purposes or for any dangerous or offensive trade whatsoever shall be erected, permitted, maintained or operated within the Community; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained within the Community. Home occupations as defined by local ordinance shall be permitted if in compliance with such ordinance. The Declarant is exempt from the provisions of this paragraph 23.

Section 27. Casualty Damage or Destruction.

If any portion of a dwelling on any Lot is damaged or destroyed by fire or other casualty, the Owner shall, with due diligence, rebuild, repair or reconstruct the dwelling to its original appearance and condition immediately prior to the casualty. Repair or reconstruction shall commence within four (4) months after such fire or other casualty and shall be thereafter pursued with due diligence to completion unless prohibited by causes beyond the control of the Owner.

Section 28. Right-of-Ways and Easements.

Easements and right-of-ways are hereby reserved in favor of Declarant, its successors and assigns, on, over, under and along all of the Lots, 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, six (6) feet wide easement in each side and rear of lot line shown on the Plan, and on each side of each rear lot line subsequently established within the area shown on the Plan is hereby dedicated to be available for any utility use, provided that where any lot line is eliminated the easement along said lot line shall be extinguished except as to utilities then existing in said easement.

A forty (40) feet wide easement, or a twenty (20) feet wide easement, twenty (20) feet or ten (10) feet respectively, on each side of the centerline of the pipe, unless specified otherwise, shall be created whenever possible where a sanitary or storm water sewer is designated for public use and is outside of the dedicated public right-of-way. Where pipes are installed in privately maintained areas such as parking lots, private streets or driveways, the easement shall be twenty (20) feet wide, ten (10) feet on each side of the centerline of pipe, except where noted. 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.

No structures, improvements, boulders, fences, trees or equipment of any nature, except for standard mailboxes and post, shall be constructed or installed within the right-of-ways and easements of the Subdivisions streets. The Owner of each Lot shall be responsible for maintaining the area between the boundary of the Lot and the actual paved area of the right-of-way and easements except for those items maintained by the Belden Maintenance Corporation or utility companies.

Section 29. Use of Open Spaces.

No damage to, or waste of, Belden's Open Spaces or any part thereof, shall be committed by any Resident or their guests. No activity, which is deemed by the Board to be noxious, destructive, offensive or disturbing to the peaceful and harmonious character of Belden, shall be permitted on or in Belden's Open Spaces, nor shall anything be done thereon which may be, or may become, an unreasonable annoyance, nuisance or danger to any Resident or their guests.

The open spaces of the community may be used as venues for Special Events by community members upon approval by the Board.

Under no circumstances are Residents or their guests to do anything that may adversely impact the drainage swales in the Open Spaces.

Upon approval by the Board, open spaces can be traversed by vehicle(s) in order to complete a Board approved project. A refundable usage fee is required not to exceed \$250 for every 500 square feet of open space that will be affected by the vehicle(s). Additional fees may be required if the vehicles will traverse curbs, sidewalks, and other improved community property. The fee shall be returned after six (6) months if open spaces have been returned to their original state. An Application for Dispensation must be filed with the Architectural Review Committee and approved by Declarant before any vehicle(s) are permitted in the Open Spaces.

Unless pre-approval has been received from the Declarant, contractors and services providers hired by Owners and Residents are strictly prohibited from doing anything that impacts, influences, damages or could result in damage being done to, Belden's public open spaces.

Section 30. Intentionally Left Blank.

Section 31. Unfinished Projects and Projects Not Started.

Unless specified otherwise by the Board, projects approved by the Board must be started within sixty (60) days of the project approval date and be completed within six (6) months of the approval date. Projects requiring final inspection by New Castle County are deemed to have been completed once that inspection has been passed.

Section 32. Architectural Review.

Notwithstanding anything contained herein to the contrary, no outbuildings, buildings, structures of a temporary or permanent nature, in ground swimming pools, fences, solar panel or collector, wind turbine or other construction or improvement shall be constructed, erected or placed upon any Lot, or shall any exterior addition to or change or alteration thereof, including but not limited to exterior façade, color change and/or change in grade or drainage, be made upon the plans and specifications with illustrations, showing the nature, kind, shape, color, height, materials and proposed location of same, shall be submitted, by either electronic mail or certified mail, return receipt, to and approved in writing by the Declarant or a committee appointed by the Declarant (hereinafter the "Architectural Review Committee"). In the event that the Declarant or the Architectural Review Committee fails to approve or disapprove such architectural change requests within thirty (30) days after receipt of said plans and specifications, approval thereof will be deemed to have been given. Denials submitted to the applicant shall be deemed to have met the thirty (30) day period so long as the denial is sent by certified mail, return receipt, and the date of stamp by the postal service is within the above stated thirty day period.

Let it be known that the Architectural Review Committee is responsible for making recommendations for project request approval or denial to the Declarant, but it is the Declarant that will make the final decision on said request.

The Declarant or Architectural Review Committee 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. No application can be considered until such time as applicant's maintenance corporation assessments are not delinquent. In passing upon such plans and specifications, Declarant or the Architectural Review Committee 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.
- e.) The effect on the reasonable passage of light and air to the neighboring properties.
- f.) The product of the project is not / will not pose a safety hazard to neighboring properties.

For purposes of this Declaration, Declarant shall have the sole exclusive right to determine when Lot lines and/or street lines shall be "front" or "side" lines, further the Declarant shall have the sole exclusive right to grant exceptions, when warranted, to portions of projects or projects as a whole.

ARTICLE II

ADDITIONAL FEES AND AUTHORITY OF THE MAINTENANCE CORPORATION

Section 1. A Maintenance Declaration recorded at the Recorder of Deeds in and for New Castle County on January 13, 2006 as instrument number 20060113-0005099 imposed certain obligations upon owners of the individual Lots in Belden.

Section 2. At such time as Declarant deems it appropriate, Declarant shall turn over the responsibilities of architectural review provided for in Article 1, Section 32 to the Belden Maintenance Corporation. If this not already been done, the authority and responsibilities of architectural review shall be deemed to have been automatically assigned by Declarant and accepted by Belden Maintenance Corporation upon the recording of the deed of the last Lot to be sold for the first time to a homeowner in Belden. The Belden Maintenance Corporation shall establish an Architectural Review Committee and establish such procedures for the membership, meeting and operation of the Committee as it deems appropriate.

ARTICLE III

CHANGES IN THE DECLARATION AND RECORD PLAN

Section 1. 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, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the Owner any of said 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, if such amendment is:

- a) required by Federal, State, County or local law, ordinance, rule or regulation; or
- b) required by any mortgagee of improved Lots and/or dwelling houses in the Property,
or
- c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same, or
- d) Required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the Property.

Section 2. As long as it owns at least one building Lot in Belden, Declarant reserves to itself and its successor who may become Declarant, the right to amend the Record Plan of Belden. By acceptance and recording of a Deed for a property in Belden, the Owner, for himself and his successors in title, shall be deemed to have given to Declarant his irrevocable power of attorney, coupled with an interest, for the purpose of executing any such re-subdivision plan as Declarant deems desirable provided such re-subdivision plan does not change the boundaries of any Lot already conveyed from the Declarant to Owner.

ARTICLE IV ENFORCEMENT

Section 1. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity (as outlined in Section 4, below) 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 waiver of the right to do so thereafter or waiver to enforce the other restrictions contained herein. In the event Declarant, its successor and assigns, 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, its successors and assigns, for all such expenses. Action of enforcement may be brought by the Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration. The Belden Maintenance Corporation as an owner of land in Belden is to be recognized as one of the parties with authority to enforce these restrictions.

Section 2. There is hereby granted an easement in favor of Declarant, its successor Declarant and assigns, or its agents, for ingress and egress from any Lot during reasonable hours to inspect the Lot for alleged violations of the Declaration and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the owner of such Lot is given written notice of the purpose and time of inspection at least two (2) days in advance thereof.

Section 3. Invalidation of any one of these covenants or restrictions or any portion hereof by judgement or court order shall in no way affect any other provision herein, which shall remain in full force and effect.

Section 4. The following Enforcement Notification Timeline and Fee Schedule shall be followed by Declarant.

1. Property alterations and/or improvements made without ARC approval:
 - a. First notice: Warning Letter (10 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$100 (30 day compliance unless otherwise stated)
 - c. All subsequent notices for same violation: \$500 (monthly)

2. Repair and upkeep of property (general property landscaping and lawn maintenance in accordance with the Belden Deed Restrictions):
 - a. First notice: Warning Letter (7 day compliance unless otherwise stated in Letter)
 - b. Second notice for same violation: \$25 (7 day compliance unless otherwise stated)
 - c. Third notice for same violation: \$50 (7 day compliance unless otherwise stated)
 - d. All subsequent notices for same violation: \$100 (monthly)
 - e. In cases of lawn maintenance as outlined in Section 13 of these Covenants, the Board reserves the right to hire a contractor to complete the necessary actions to bring the Lot into compliance; deferring all costs of the actions associated with that process to the owner(s) of the Lot in violation.

3. Prohibited Vehicles / Parking Violations in excess of 24 hours (including, but not limited to, storing any recreational vehicles, trailers, commercial vehicles, boats, motorcycles, or unlicensed or non-operational vehicles, parking on unpaved surfaces):
 - a. First notice within twelve consecutive months: Warning Letter
 - b. Second notice within twelve consecutive months: \$25
 - c. All subsequent notices within twelve consecutive months: \$50 each

4. Garbage cans improperly stored:
 - a. First notice within twelve consecutive months: Warning Letter (1 day compliance)
 - b. Second notice within twelve consecutive months: \$25
 - c. All subsequent notices within twelve consecutive months: \$50 each

5. Unauthorized signs placed on homeowner's property or on common area within the Belden Maintenance (including real estate or garage sale signs)
 - a. First notice: Warning Letter

- b. Second notice within twelve consecutive months: \$10
 - c. All subsequent notices within twelve consecutive months: \$25 each
6. Noise Violations (in accordance with NCC Code Section 22.02.006-007):
- a. First notice within twelve consecutive months: Warning Letter (will include time limits for correction of violation, if appropriate)
 - b. Second notice within twelve consecutive months: County Enforcement
 - c. All subsequent notices within twelve consecutive months: County Enforcement
7. Exterior Holiday Lights) / Lawn Ornaments Violations:
- a. First notice within twelve consecutive months: Warning Letter (will include time limits for correction of violation, if appropriate)
 - b. Second notice within twelve consecutive months: \$25
 - c. All subsequent notices within twelve consecutive months: \$50 each
8. All other MINOR violations (as specified by Sections 1-5, 7, 8, 10, 12-18, 20, 22, 26):
- a. First notice: Warning Letter (will include time limits for correction of violation, if appropriate)
 - b. Second notice within twelve consecutive months: \$15
 - c. 3rd and 4th notices within twelve consecutive months: \$25 each
 - d. Subsequent notices within twelve consecutive months: \$50 each
9. All other MAJOR violations (those affecting the safety or aesthetics of the community OR as specified by Sections 6, 9, 11, 19, 21, 23-25, 27-32):
- a. First notice: Warning Letter (will include time limits for correction of violation, if appropriate)
 - b. Second notice within twelve consecutive months: \$25
 - c. 3rd and 4th notices within twelve consecutive months: \$50 each
 - d. Subsequent notices within twelve consecutive months: \$100 each

Section 5. Violation Notices and/or Fee Levies can be appealed with a written instrument to the Board indicating the reason(s) for the appeal.

ARTICLE V INTERPRETATION

Section 1. This Declaration shall bind all Lots in the Property owned by Declarant as 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. Any Lots eliminated by a re-subdivision of the Property shall no longer be bound by this Declaration.

Section 2. 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, posting for sale signs, posting marketing and information signs, or generally carrying on its business as to the development of the Property.

IN WITNESS WHEREOF, Declarant has executed and sealed this First Amendment to the Declaration as of the day and year first above written.

Signed and Delivered
in the Presence of:

DECLARANT:
BELDEN MAINTENANCE CORPORATON

Witness

By: _____

Name:
Title:

Witness

By: _____

Name:
Title:

STATE OF DELAWARE :
 : ss
COUNTY OF NEW CASTLE :

BE IT REMEMBERED, that on this ____ day of August, 2016, personally came before me, the Subscriber, a Notarial Office for the State and County aforesaid, _____, party to this Indenture, known to me personally to be such, and acknowledged this Declaration to be his/her act and deed and the act and deed of such entity.

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

Notary Public
Printed Name:
My Commission Expires: _____