

Tax Parcel No.:

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New Castle Recorder

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Prepared by, and return to:

Governing Documents SubCommittee for MDRs

Village of Long Creek Maintenance Corporation

130 Devalinder Drive

Newark, DE 19702-4792

AMENDED AND RESTATED THIRD AMENDMENT TO THE
VILLAGE OF LONG CREEK
ACTIVE ADULT/LOT MAINTENANCE
DECLARATION OF RESTRICTIONS

Pursuant to Article 9, Paragraph (2) of the Village of Long Creek Active Adult/Lot Maintenance Declaration of Restrictions (the "Declaration"), owners of 60% of Lots in the Village of Long Creek having approved of the following Amended and Restated Third Amendment of the Declaration. The Original Declaration of Restrictions being recorded on September 27, 2005 (and revised in August of 2017 – Instrument 20170809-0040576) in the Office of the Recorder of Deeds in and for New Castle County, Delaware at Instrument No. 20050927-0098785, first amendment (First Amendment) on July 26, 2006, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware on August 1, 2006, at Instrument 20060801-0072862. Subsequently amended (Second Amendment) recorded on September 8, 2015 in the Office of the Recorder of Deeds in and for New Castle County, Delaware at Instrument No. 20150908-0045726.

AND, WHEREAS, the VOLC Maintenance Corporation (VOLCMC), through the Board, binds existing and future Owners (who, by virtue of purchasing a Lot within the VOLCMC become subject to the VOLCMC Declaration of Restrictions, as amended, and become Owner/Members of the VOLCMC) to the restrictions in this Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

ARTICLE 1
DEFINITIONS

The following definitions shall be applicable to the words defined as used.

- (1) "Plan" shall mean and refer to the Record Resubdivision Plan of 2007 of the Village of Long Creek (VOLC)
- (2) "Assessment" shall mean regular payments by each Owner whom equally shares the cost of both Lot and Common Facilities/Area Maintenance
- (3) "Common Facilities" shall mean and refer to those areas of land as identified in the Maintenance Declarations and as shown on the Plan as areas intended and devoted to the private common use and enjoyment of the Lot Owners. Common Facilities include all private open space designated on the Plan and also any common areas or common amenities that may be depicted on the Plan including, but not limited to: streets, curbs, common sidewalks, water mains, sanitary/storm sewers and piping, all storm water management facilities including recharge systems, parks, recreational facilities, fire hydrants, landscaping, rights-of-way (other than DeDOT), easements, monuments and markers, common buildings and all other improvements now and hereafter located thereon which may now or in the future exist. Common Facilities are managed by the VOLCMC in accordance with the Maintenance Declaration and the Articles of Incorporation and Bylaws of the VOLCMC.
- (4) "Common Facilities Maintenance" shall mean general landscaping maintenance and yard maintenance activities such as branch and leaf removal, weeding, mulching, yard pruning, grass cutting, fertilization and snow removal from the Common Facility and other Common Areas, and includes trash and recycling collection and other services as needed. Also included is snow removal from any public street or right-of-way servicing the Community as shown on the Plan.
- (5) "Community" shall mean the residential development known as the Village of Long Creek, which is depicted on the Plan.
- (6) "Corporation" shall mean and refer to the VOLC Maintenance Corporation (VOLCMC), a non-profit maintenance corporation incorporated under the laws of the State of Delaware and its successors and assigns.
- (7) "DUCIOA" shall mean the Delaware Uniform Common Interest Ownership Act, Title 25, Chapter 81.
- (8) "MDR" shall mean the Maintenance Declaration of Restrictions.
- (9) "Guidelines" shall mean the established parameters for each section of Article 8 (Use of the Property) and Article 6, 7 and 9, in some instances, based upon the Voice of the Community (VOC) project and Community meetings. They are not recorded with the County as part of the MDRs to allow for flexibility in future years. Although not recorded, the Guidelines are still subject to vote by all Members of the VOLCMC.
- (10) "Owner" shall mean and refer to the record owner of a fee simple title to any of the Lots as shown on the Plan and any recorded amendments thereto.

- (11) "Lien" shall mean a court-ordered money judgment that is a legal claim or hold on the property of an Owner who has not paid assessment fees that maintain the VOLCMC (Lot services and common areas) as required, as well as any other charges incurred by the VOLCMC to obtain these regular assessments and/or any special assessments.
- (12) "Lot" shall mean and refer to each of the property Lots as shown on the Plan and any recorded amendments thereto.
- (13) "Lot Maintenance" shall mean general landscaping maintenance and yard maintenance activities such as branch and leaf removal, weeding, mulching, yard pruning, grass cutting and snow removal from any driveway and sidewalk on, or adjacent to, each Lot, trash and recycling collection, painting, repair or replacement of any retaining walls or fences located on any Lot, and such other services and maintenance to be performed on each Lot by the VOLCMC as determined by the annual budget vote.
- (14) "Member" shall mean and refer to members of the VOLCMC. The Owners of each Lot, regardless of the numbers of Owners, shall have a single vote as a member of the VOLCMC.
- (15) "Member in Good Standing" shall mean and refer to every person or entity who holds membership in the VOLCMC and is current on all assessments seven (7) days prior to any meeting when a vote of the membership is required (for example, Annual Budget Meeting, Annual Election of the Board of Directors)
- (16) "Property" shall mean and refer to all properties, including the Lots and Common Facilities, that are included in the Plan.
- (17) "Special Assessment" shall mean an assessment duly determined by the VOLCMC Board for an unexpected, non-recurring or other common expense not included in the annual budget.
- (18) "Board" shall mean and refer to the duly elected Board of Directors of the VOLCMC, chosen by annual vote of the Owners of the Lots. Board is inclusive of any agents contracted by the Board to perform Board and management functions.
- (19) "In Kind" is a term added to the Amended and Restated Third Amendment and the Guidelines in 2023. It means "you are replacing the items listed in the specific 'Guideline for In Kind' list with something identical or nearly identical to the original". Was created to ease and expedite the Architectural Review (AR) Request process by eliminating the need to submit a formal request.

ARTICLE 2
AGE RESTRICTIONS

- (1) Consistent with the provisions of the Fair Housing Act (the 'Act'), one or more residents of at least 80 percent of the residences situated on the Property from time to time shall be 55 years of age or older, and no person who has not attained the age of 18 years of age shall reside in any residence on a permanent basis; however, any person(s) under the age of 18 years of age may reside temporarily in a residence as long as the term of such occupancy does not exceed 30 days within any single calendar year. If, subsequent to the date of this Declaration, the Act is amended or otherwise enforced to permit additional classifications of adult residents, the VOLCMC intends that, in accordance with the terms of this Declaration, the age 55 restriction herein above established pursuant to this Article may be modified accordingly.
- (2) In order to satisfy the requirements of 24 CFR 100.306 & 307 of the Housing for Older Persons Act, the Board shall be required to conduct a survey at least once every two (2) years of the Lots in the Community to confirm that 80% of the Lots are occupied by at least one (1) person over the age of 55. Each and every resident of the Community, by the acceptance of a deed for a Lot, shall be required to comply with the survey. Sufficient documentation to demonstrate proof of age may be provided through a driver's license, birth certificate, passport, immigration card, military identification card, or such other local, state or government document containing a birth date of comparable reliability.

ARTICLE 3
RENTAL OF RESIDENCES

- (1) No residence situated on any Lot shall be rented, in whole or in part, at any time, or from time to time, without the prior written consent of the Board, which consent may be withheld in its sole and absolute discretion.
- (2) If the Board does consent to the rental of a residence, whether in whole or in part, the terms of such rental shall be documented by means of a lease. Such lease: (i) shall be in writing, (ii) shall be signed by the Owner of the affected residence and the proposed tenant thereof, and (iii) shall be expressly subject to all of the terms and conditions of all provisions of record (including, without limitation, those of this Declaration and that certain Maintenance Declaration filed of record) contemporaneously herewith, as the same are in effect from time to time. The preceding sentence notwithstanding, any Owner (including, without limitation, the Board) may rent a residence, for a period of less than six (6) months and without the consent of the Board, to any bona fide contract purchaser awaiting the purchase of such residence under a written contract of sale for the same as long as such proposed purchaser, as a tenant, executes a written lease and the same is in accordance with clauses (ii) and (iii)

herein above set forth in this paragraph. All lessees of a residence shall be jointly and severally liable, along with the residence Owner, for all liabilities and for the performance of all obligations of the particular Owner under each and every document relating to the Community, in general, and such residence, in particular. The Board may, by promulgating rules and regulations, determine from time to time the procedures, including notice periods, by which the Board can enforce the VOLCMC's rights in the event any lessee of a residence fails to comply with the terms of such lessee's lease or with any other document or documents pertaining to the residence or the Community, as herein above referenced or any pertinent provision of applicable law. The Board also may determine the acceptable form of lease agreement and, in any event, shall be entitled to review each proposed lease prior to the same being effective and shall receive a copy of each executed lease within five (5) business days after such lease is executed.

- (3) If a tenant of a residence fails to comply with the provisions of this Declaration or any other document pertinent to the Community or the residence occupied by such tenant, the Board shall (in addition to all other remedies which the VOLCMC may have, at law or in equity) notify the residence Owner of such violation(s) and demand that the same be remedied through the residence Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within such thirty (3) day period, the residence Owner shall immediately thereafter, and at such Owner's own cost and expense, institute and diligently prosecute an eviction against such Owner's tenant due to any or all violation(s). Such action shall not be compromised or settled without the prior written consent of the Board. If the Owner fails to fulfill the foregoing obligation, the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for such Owner, including the sole cost, expense, and any/all legal fees incurred. Such cost and expenses shall be deemed to constitute a lien on the particular residence involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of assessments pursuant to the MDR hereof. By acceptance of a deed to a Lot within the Community, each and every Owner thereby automatically and irrevocably names, constitutes, appoints and confirms the Board as such Owner's attorney-in-fact coupled with an interest for the purposes described in this subsection.
- (4) Should the Board agree to consider the rental request by an Owner, the Board has the right to have the management company contracted by the Board handle the rental request on behalf of the VOLCMC. The Owner making the rental request shall be liable for any and all costs incurred by using the contracted management company for this function. These costs will be paid by the Owner whether or not the Board gives consent for the rental. A reasonable estimate of the cost(s) involved will be provided to the Owner before any rental request(s) will be considered.

ARTICLE 4
RESERVED

ARTICLE 5
RESERVATION AND ESTABLISHMENT OF ACCESS RIGHTS

- (1) The membership of the VOLC, for the benefit of itself, expressly grants and reserves nonexclusive and perpetual easements and rights-of-way on, through, under, over and across the Lots, for the limited purposes of providing ingress, egress and regress to the Lots as may be reasonably required or necessary to perform and conduct the Lot Maintenance. In consideration of the grant of the foregoing rights, the VOLCMC, by the exercise of the easement and other rights granted and reserved hereunder, shall be deemed to covenant and agree to the following items.
- a. Lot maintenance shall be conducted in such a manner so as not to unreasonably interfere with, or restrict, the use of any Lot by the Owner of any Lot, including the Owner's respective agents, tenants, invitees, licensees, or guests.
 - b. Lot Maintenance shall be performed and conducted in such a manner as to minimize the extent, degree and scope of any disturbance of or damage to the Lots.
 - c. The Board shall promptly correct and remedy any damages, nuisances or wastes arising from or associated with the Lot Maintenance and promptly restore any areas of the Lots disturbed or damaged by the Lot Maintenance to the condition (to the extent reasonably practicable) which existed prior thereto.
 - d. Contractors, subcontractors, agents, employees, representatives or other third parties under the control or authorization of the Board shall not store any vehicles, equipment, materials, supplies, debris or other items on any of the Lots in connection with the Lot Maintenance, except as may be reasonably required and subject to the individual Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- (2) The Board is expressly authorized and permitted to make such reasonable rules, procedures and regulations regarding the performance of the Lot Maintenance as in its discretion will be for the mutual benefit of all of the Owners and which shall promote the safe, efficient and economical performance and completion of the Lot Maintenance.

ARTICLE 6
ARCHITECTURAL CONTROL

No building, fence, wall or other structure(s) as built shall be altered, extended, added to or modified, nor shall any additional structure(s) of any nature be erected, nor shall any exterior change or alteration be made (including, but not limited to, exterior façade color changes or change in grade or drainage) unless the VOLCMC shall determine that any such action is necessary for the mutual benefit of the Owners. In the event that repair, replacement or other work on existing structure(s) is necessary, or the erection of any additional structure(s) is necessary, any such work must, to the extent practicable, be performed such that the condition and appearance is equal to and identical to the condition and appearance of the structure(s) as originally constructed, or with respect to additional structure(s), the construction and appearance is in architectural harmony with the property as originally built and developed. No work as above described shall be performed until plans and specifications as to the nature, kind, appearance, materials and location of the work to be performed has been submitted to the Board and approved by the Board, in writing as to compliance with the above requirements, as follows.

- (1) Plans and specifications with illustrations showing the nature, kind, shape, color, height, materials and proposed location of the addition, alteration or change shall be submitted via the Architectural Review Request Procedure and approved by the Board. The Board must approve or disapprove such architectural change request within thirty (30) days after said plans and specifications have been submitted. It is the Owner's responsibility to ensure compliance with applicable building permit and installation codes.
- (2) The Board, in connection with the review of said plans, specifications and illustrations, shall consider them in terms of: the architectural harmony of the proposed change, addition, construction or alteration with the structure(s) on surrounding properties and the outlook therefrom onto the subject property; the effect it will have on the reasonable passage of light and air to the surrounding properties; the consistency and harmony of the architectural design, color, height, size, shape, proposed location and materials with the subject property and with the surrounding structures; and with respect to the physical impact thereof, including but not limited to, drainage on surrounding properties. If the Owner's request warrants a variance from the appropriate New Castle County department, the Board will complete a full review of the application only after the variance is obtained.
- (3) Requests for architectural change which have been rejected hereunder may be appealed by the applicant via the Appeals Process for Disapproved AR Requests, in writing, and upon the receipt of same, the Board shall hold a special meeting with the applicant to review applicant's appeal, which meeting shall be held within two (2) weeks after receipt of notice. The decision upon review shall be communicated in writing to the applicant within thirty (30) days after the review meetings. If the request is rejected after review, there is no further appeal. The Board, however, may initiate a possible amendment to the MDRs/ Guidelines.

- (4) The front entryway of a home with the traditional Bayard design may be altered to include a roof extension to cover the front stoop. A design request must be submitted to and approved by the Board before any alterations are implemented.
- (5) Window, garage door, and/or front door replacement, if not "In Kind", are architectural changes and must be documented and submitted to the Board before any such replacement can be implemented.
- (6) Changing the plan after approval is not permitted and may result in withdrawal of the approval. If, after approval, the Owner wishes to make changes to the plan, those changes must be resubmitted for reapproval before any work is initiated.

ARTICLE 7

EXTERIOR APPEARANCE

By acceptance of a deed to any Lot, each Owner agrees and covenants to maintain the exterior appearance of the structure(s) on his/her respective Lot, including the dwelling, in a condition as similar to that appearance existing at the time of purchase as is practicable. Changing exterior colors of siding, doors, and shutters is permitted in accordance with the Guidelines. Owner also agrees and covenants to not cause any damage to the common area by any change or installation to the Owner's property, and further covenants and agrees:

- (1) That the Board shall have the right to contract for the maintenance, repair, and/or replacement of the structure(s), or for repairing damage to the common area, to be performed at reasonable regular intervals.
- (2) That the contractor selected to perform said work may come upon the premises of the Lot at reasonable times (subject to reasonable prior notice to the Owner) and utilize reasonable means to perform said work, and
- (3) The Board may incorporate the costs of said work as an assessment against said Lot to be assessed and collected in the same manner as described in the MDR.

ARTICLE 8

USE OF THE PROPERTY

- (1) No Lot shall be used except for residential purposes subject to the age and similar restrictions imposed under the Act and as expressly provided in Article 2. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family. No dwelling, garage, porch or other structure shall be erected, altered, added to or the appearance altered in any manner by Owner unless otherwise permitted by these covenants and restrictions and approved by the Board in the manner described in Article 6.
- (2) No trade or business, nor any building designed or intended for such purpose or for industrial or manufacturing purpose, nor for any dangerous or offensive trade

or business whatsoever, shall be erected, permitted, maintained or operated on any of the Property, nor any noxious or offensive activity shall be carried on upon the Property nor shall anything be done thereon which may be or result in an annoyance or nuisance to the neighborhood.

- (3) No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any part of the Property except that dogs, cats or other common domesticated household pets may be kept inside the dwelling provided that they are not kept, bred or maintained for any commercial purpose and provided that no more than two such pets in the aggregate may be kept with respect to each dwelling. No pet shall be permitted unleashed upon the Common Facilities or on any Lot except pets owned by Owners. Dogs, cats and other ambulatory pets shall, when not on a leash, be kept within its owner's Lot. No dog, cat or other animal shall be permitted to relieve itself on any shrub, patio, building, fence, car or other items of personal property. Any solid waste left on any Common Facilities or Lot per County Law, shall be promptly removed. No animal, insect, fish or reptile of any kind shall be bred, born, or buried in or on any Lot or the Common Facilities. Owners shall be strictly liable for the actions of their pets. The Board shall have the right to require that any habitually diseased, infested, unclean or noisy animal, bird, reptile, fish or insect be removed from the Community. See the Guidelines for additional information.
- (4) No sign of any kind shall be displayed to public view on any dwelling, or Lot except: (a) a post office street number sign being uniform in appearance and placement, as determined by the Guidelines; (b) such signs as the Board may deem necessary, in its sole discretion, to fulfill its purposes and which comply with all applicable Federal, State, County or local laws, ordinances and regulations; and (c) other signs as permitted by the Guidelines.
- (5) Garbage, rubbish or any other material of any nature to be abandoned or disposed of shall not be placed or allowed to remain on any Lot (other than large items that our disposal company gives a several day window to remove) nor shall it be placed, left or allowed to fall upon any portion of the Property, but if placed outside the dwelling shall be placed in closed garbage receptacles of permanent (mobile) construction intended for such purposed and may be placed at street side on the day of collection if required by the collecting agency and as provided by the VOLCMC. All garbage and other refuse shall be deposited in covered containers and placed at the location on each Lot no earlier than 5:00 p.m. the night before the designated trash pickup date(s) and the empty containers shall be placed within the garage or other designated area within the same day the garbage or refuse is collected, and as otherwise instructed from time to time by the Board. Each Owner shall take all reasonable steps to prevent garbage and refuse from emitting odors which would unreasonably annoy any other Owner. See the Guidelines for additional information.
- (6) No trailer, travel trailer, mobile home, tent, shack, garage or other outbuilding, temporary or semi-permanent or permanent structure or shelter of any kind other than the dwelling house shall be erected, or shall be placed or utilized as a residence either temporarily or permanently, on any Lot or the Property, except for those structures erected by the VOLCMC. No structures in addition to those erected by VOLCMC shall be erected, placed or maintained anywhere on the

Property except such temporary structures as the Board may determine to be necessary for the mutual benefit of the Owners.

- (7) No unusual vehicles, including trucks (except 'pick up' trucks), boats, aircraft, trailers of any kind including boat, hauling or travel trailers, mobile homes, commercial vans, mowers, rototillers, tractors, buses, mini-bikes, go-karts or vehicles immobilized for any reason, shall be permitted by any person to remain on the VOLC Property, including Lot lawns, Common Facilities, the public streets or rights of way. All motor vehicles owned and operated by residents of the Community and their guests, licensees and/or invitees must be parked overnight in their parking spaces. No such vehicle may be parked elsewhere on any Lot, or on the streets, except for temporary parking. For purposes of this paragraph, 'temporary parking' shall mean the parking of such motor vehicles on an intermittent and non-recurring basis not to exceed one calendar week. See the Guidelines for additional information.
- (8) No Owner shall cause or permit any sign to be displayed, or any rug, laundry, aerial, fan, air-conditioner, wire or other object to hang or protrude from any window or door. Door wreaths are permitted. No sign or other object shall be displayed on any wall or rooftop without the Board's written approval unless said signs or objects comply with the guidance provided in the Guidelines. The foregoing shall not prohibit the display of customary holiday decorations, subject to such specific limitations on type, manner of display and duration as the Board may from time to time fix and determine. Fixtures hanging from porch ceilings are permitted in accordance with the Guidelines. See the Guidelines for details on permitted outside wall decorations.
- (9) All screens or screening not installed at time of construction shall be subject to the Board's written approval as to appearance, design, materials, and manner of installation. All window treatments introduced by and Owner or other occupant, to the extent the same are visible from outside the dwelling on the Lot, and, in the specific context of draperies and other window treatments, shall be lined with a white or off-white lining, and all blinds, shades and other window treatments shall present themselves, when viewed from outside the dwelling, as white or off-white in color. No external shades, shutters or window guards not covered by the Guidelines shall be used except with the Board's written approval. The Board may require the removal of any non-conforming interior window coverings or door coverings that, in the sole opinion of the Board, are offensive or inappropriate when viewed from outside the dwelling, at the owner's sole cost.
- (10) No rugs shall be beaten on patios or outdoor living areas, nor shall dust, rubbish or litter be shaken, swept or thrown from any window, door, patio, or outdoor living area. No laundry shall be aired from any of the above or on any Lot or Common Facilities. Laundry lines and poles outside houses are prohibited.
- (11) No bicycles, toys, tires, tools, ladders or any other items shall be stored or left outside of any dwelling. Basketball hoops, street hockey nets and other street designed athletic equipment are specifically prohibited.
- (12) No Owner shall paint, decorate or adorn any Lot or Common Facilities except as permitted by the Board (see Guidelines for siding painting* and foundation painting).

- (13) Firewood shall be stored only in an Owner's garage, on the Owner's patio or deck, or in such other areas as may be designated by the VOLCMC from time to time and shall be neatly maintained and stacked at a height not to exceed three (3) feet in height and a width not to exceed four (4) feet.
- (14) All Lot Maintenance shall be performed by the VOLCMC as provided under Article 5 and each Owner of a Lot by the acceptance of a Deed to his or her Lot expressly grants and conveys to the VOLCMC a non-exclusive and perpetual easement and license to come upon the Lot to perform the Lot Maintenance by and through its agents and employees without such activities constituting a trespass or any other form of intrusion into the property rights of the Owner.
- (15) Satellite Dishes: see the Unanimous Action of Directors – Village of Long Creek Service Corporation dated May 10, 2006, for the Satellite Dish Guidelines.
- (16) Lot Maintenance shall be performed by the VOLCMC and no alteration, modification, addition or new landscaping shall be performed unless the plans are submitted via the Architectural Review (AR) Request Procedure and approved by the Board in the same manner provided for structures in Article 6. Owners are permitted to grow small flower gardens or vegetable gardens which are neatly maintained. See current Guidelines. Statues, bird feeders, fountains and all other lawn decorative devices are permitted in accordance with the Guidelines. Swimming pools, both in-ground and above-ground and hot tubs are prohibited except for kiddie pools which must be emptied on a daily basis. Fences are prohibited, except for fences installed by the VOLCMC on or across the Lots or the Common Facilities. Underground electronic dog fences are addressed in the Guidelines.
- (17) If any portion of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner with due diligence to rebuild, repair or reconstruct in a manner substantially restoring the structure to its original appearance and condition immediately prior to the casualty. Reconstruction shall be commenced within four (4) months and pursued with due diligence to completion unless prohibited by causes beyond the reasonable control of the Owner.
- (18) No lamp posts, other improvements or adornments shall be erected or placed upon any Lot or Common Facility except pursuant to the Board's written permission. No existing fences or enclosures, walks or curbs shall be painted, written or drawn upon (children's sidewalk chalk excepted on driveways only), used to mount a sign, removed, marked or otherwise defaced. Lawn chairs, tables, barbecues, game equipment toys and other such items shall be placed upon the grounds of any Lot or Common Facility only at such times and places as the Board may from time to time prescribe; and shall be removed from the grounds of any Lot or Common Facility when not in use unless otherwise permitted in writing by the Board.
- (19) No fires shall be caused or permitted on the grounds of any Lot or the Common Facilities, except for the lighting of gas or charcoal in an elevated, safe, enclosed grill used on a patio or other area designated by the VOLCMC, if any. No activity shall be carried out upon the grounds of the Lots or the Common Facilities that will cause unreasonable wear and tear to the grounds thereof or damage to the landscaping. Use of fire pits is prohibited.

- (20) No Owner shall play or allow to be played any musical instrument, radio, television, phonograph, sound movie projector, tape recorder or like device, or shall practice singing or vocal exercises or shall use any tool or engage in any noisy activity, earlier in the morning than 8:00 a.m. Monday through Saturday, and 11:00 a.m. Sunday, or later in the evening than 11:00 p.m. Sunday through Thursday, and midnight Friday and Saturday, or for longer (except for television, radio or phonograph) than three (3) hours in any given day, if the same shall disturb and annoy any other Owners. No Owner shall engage in any altercation at any time or otherwise shout, yell or disturb the peace if the same shall annoy and disturb any other Owners. Television, radio and other electrical devices subject to volume control shall not be played above moderate levels if any Owner objects, regardless of time of day.
- (21) Perpetual easements for the installation and maintenance of sewer, water, gas and drainage facilities for the benefit of the adjoining land owners or private utility company ultimately operating such facilities are reserved as shown on the Plan. Perpetual easements in and over each Lot for the installation of electric, gas, telephone and cable facilities are reserved as well. No building or structure shall be erected within the easement areas occupied by such facilities.
- (22) The Board shall have the right to enforce the provisions contained in this Article against any Owner violating them, and the VOLCMC shall have the right, with or without court action, to reimbursement for its reasonable attorneys' fees and other costs and expenses from any Owner who fails to abide by these restrictions and obligations.
- (23) Solar panels may be installed in accordance with the Delaware State Statute Title 25, Part 1, Chapter 3, Section 318, but not limited by the date of deed recordation.
- (24) Birdbaths, bird feeders and birdhouses are permitted in accordance with the Guidelines.
- (25) Outside lighting, wall decorations and lawn ornaments are permitted in accordance with the Guidelines.
- (26) A request for the addition of an awning or awnings to a home must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before any such awning may be installed. See the Guidelines for guidance on awnings.
- (27) A request for the addition of a storm door to a home must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before any such door may be installed. A picture of the door to be installed should be included in the request. See the Guidelines for guidance on storm doors.
- (28) A request for the modification of front door sidelights (side windows) to a home must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before any such modification can be implemented. See the Guidelines for guidance on front door sidelights (side windows).

- (29) A request for the addition of landscaping to a Lot must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before any such addition can be made. This requirement covers additions of new landscaping beds or flower gardens, the addition of trees or shrubs outside of the established mulch beds and the addition of vegetable gardens. See the Guidelines for guidance on additional landscaping or changes to landscaping.
- (30) A request for the addition of, or change to, hardscaping on a lot must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before implementation. Hardscaping additions or changes must be in compliance with County code. See the Guidelines for permissions on solar lights, planters and hardscaping.
- (31) A request for the addition of, or change to, a deck must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before implementation. See the Guidelines for details on railings, below deck storage, stains, fascia, colors, deck skirting and lattice.
- (32) Foundation painting is permitted in accordance with the Guidelines.
- (33) A request for the addition of, or change to, handrails and railings must be documented and submitted via the Architectural Review (AR) Request Procedure and approved by the Board, before implementation. All handrails and railings must comply with the appropriate statutes for the safety of residents. See the Guidelines for additional details.
- (34) Solar lights and motion sensor lights are permitted. See the Guidelines for additional details.
- (35) See the Guidelines for guidance on mailboxes, mailbox posts and mailbox covers.
- (36) If a home includes a screened-in porch, shades, draperies, etc., are permitted in keeping with Article 8, Subsection 9 hereof.
- (37) Residents are permitted to display American flags on their property in accordance with the appropriate Federal, state and local laws. See the Guidelines for additional details on the appropriate laws, placement restrictions and recommendations for display approaches for an American flag.
- (38) House number plates may be replaced. See the Guidelines for additional details.
- (39) Landscaping bed materials may be replaced with stone and/or mulch outside of the black mulch formerly required. See Guidelines for additional details.
- (40) Outside Lighting fixtures may be changed. See Guidelines for additional details.
- (41) Generators are permitted on homeowners' lots. County and utility regulations must be followed in every case. Installation drawings must be submitted via the Architectural Review (AR) Request Procedure and approved by the Board before implementation. See Guidelines for additional details.

- (42) Driveways may be repaired, replaced or widened with materials in addition to black asphalt. Drawing or picture of the change must be submitted via the Architectural Review (AR) Request Procedure and approved by the Board. See Guidelines for additional details.
- (43) Repair or replacement of roofs is permitted. Request must include the type of material and color being used. Replacement with roofing material and colors that are an 'in kind' design may be replaced without an Architectural Request (AR) request. If changing material or colors, Board approval is required. See Guidelines for additional details.
- (44) Repair or replacement of garage doors is permitted. Garage door replacement with doors that are an 'in kind' panel design and construction may be replaced without an Architectural Request (AR) request. See Guidelines for additional details.
- (45) Security cameras are permitted on homeowners' properties. See Guidelines for installation and placement parameters.
- (46) Maintenance of our homes' siding is the responsibility of the homeowner. Northern exposures may require cleaning more often than the rest of the home due to mold growth. If siding is damaged and needs to be replaced, color and style must be consistent with the rest of the home. If color is to be changed, an Architectural Request (AR) request must be submitted. Our property management company will monitor the maintenance of the homes' exteriors and will contact residents who are not in compliance.
- (47) Screened in porches are permitted – see guidelines for parameters.
- (48) If a home includes a front porch, retractable shades are permitted according to the guidelines.
- (49) 'In Kind' List - the replacement or repair of any items in the Guidelines In Kind list with something identical or nearly identical to the original. These do not require an Architectural Request (AR) request.
- Window/sliding glass door replacements
 - Front entry door replacement
 - Front storm door replacement
 - Gutter replacement
 - Gutter guards/ shields (may also be added - safety issue)
 - Downspout replacement
 - Mailbox replacement
 - Mailbox post replacement
 - Egress window repair
 - Radon Gas Remediation system (may also be added - safety issue)
 - Garage door replacement
 - Roof replacement
 - Driveway replacement (asphalt to asphalt, same size)

ARTICLE 9
MISCELLANEOUS

- (1) The covenants and restrictions of this Declaration shall run with and bind the land, and shall be to the benefit of the VOLC and enforceable by the Board.
- (2) 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 then Owners of 60% of the Lots, which instrument shall be recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware.
- (3) Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the VOLCMC at the time of such mailing. If an Owner has consented for the Board to use electronic means for communication of all business documents to the last known email address, that notice shall also be deemed to have been properly sent, with the exception of any documents legally requiring delivery by certified mail.
- (4) The Board, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants. Failure by the Board to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Board, including reasonable attorney fees, shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.
- (5) Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.
- (6) All references herein to the masculine shall be deemed to include any and all genders, and vice versa, as appropriate. All references herein to the singular shall be deemed to include the plural, and vice versa, as appropriate.
- (7) This Declaration shall be binding upon all Owners and their respective lessees, mortgagees, invitees and licensees.

IN WITNESS WHEREOF, The VILLAGE OF LONG CREEK MAINTENANCE CORPORATION, a Delaware corporation formed pursuant to the Maintenance Declaration for the Village of Long Creek, hereby makes and files this Amended and Restated Third Amendment to the Village of Long Creek Active Adult/Lot Maintenance Declaration pursuant to and as authorized by Article 9, Paragraph (2) of said Declaration, this 14th day of November, 2023.

Village of Long Creek Maintenance Corporation

By: Linda J. Trach
Linda J. Trach - President

Witness: Marion D. Bowman

Witness Printed Name: Marion D. Bowman

STATE OF DELAWARE
COUNTY OF NEW CASTLE

BE IT REMEMBERED, that on this 14 th day of November, 2023 personally came before me, the Subscriber, a Notary Public for the State of Delaware, Linda J. Trach, President of the Village of Long Creek Maintenance Corporation, a Delaware corporation, party to this indenture, known to me personally to be such and acknowledged this Indenture to be her act and deed and the act and deed of such corporation and that her act of sealing, executing, and delivering this indenture was duly authorized by such corporation.

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

Nancy E. Weldin
Nancy E. Weldin - Notary Public

My commission expires:

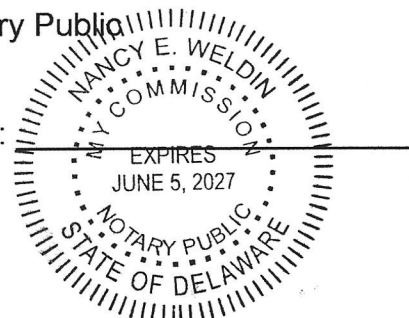


EXHIBIT A

Lot #	Parcel #	Address	Lot #	Parcel #	Address
1	1103120072	58 DEVALINDER DR	53	1103120036	67 DEVALINDER DR
2	1103120073	56 DEVALINDER DR	54	1103120035	69 DEVALINDER DR
3	1103120074	54 DEVALINDER DR	55	1103120034	71 DEVALINDER DR
4	1103120075	52 DEVALINDER DR	56	1103120033	73 DEVALINDER DR
5	1103120076	50 DEVALINDER DR	57	1103120032	75 DEVALINDER DR
6	1103120077	48 DEVALINDER DR	58	1103120001	81 DEVALINDER DR
7	1103120078	44 DEVALINDER DR	59	1103120002	83 DEVALINDER DR
8	1103120079	42 DEVALINDER DR	60	1103120003	85 DEVALINDER DR
9	1103120080	38 DEVALINDER DR	61	1103120004	87 DEVALINDER DR
10	1103120081	32 DEVALINDER DR	62	1103120005	89 DEVALINDER DR
11	1103120082	28 DEVALINDER DR	63	1102640001	91 DEVALINDER DR
12	1103120083	24 DEVALINDER DR	64	1102640002	93 DEVALINDER DR
13	1103120084	18 DEVALINDER DR	65	1102640003	95 DEVALINDER DR
14	1103120085	14 DEVALINDER DR	66	1102640004	97 DEVALINDER DR
16	1103120087	10 DEVALINDER DR	67	1102640005	99 DEVALINDER DR
17	1103120088	8 DEVALINDER DR	68	1102640006	101 DEVALINDER DR
18	1103120089	6 DEVALINDER DR	69	1103120006	103 DEVALINDER DR
19	1103120090	4 DEVALINDER DR	70	1103120007	105 DEVALINDER DR
20	1103120091	2 DEVALINDER DR	71	1103120008	107 DEVALINDER DR
21	1103120068	1 DEVALINDER DR	72	1103210236	109 DEVALINDER DR
22	1103120067	3 DEVALINDER DR	73	1103210237	111 DEVALINDER DR
23	1103120066	5 DEVALINDER DR	74	1103210238	113 DEVALINDER DR
24	1103120065	7 DEVALINDER DR	75	1103210239	115 DEVALINDER DR
25	1103120064	9 DEVALINDER DR	76	1103210240	117 DEVALINDER DR
27	1103120062	11 DEVALINDER DR	77	1103120071	119 DEVALINDER DR
28	1103120061	17 DEVALINDER DR	78	1103120070	121 DEVALINDER DR
29	1103120060	19 DEVALINDER DR	79	1103120069	123 DEVALINDER DR
30	1103120059	21 DEVALINDER DR	80	1103120020	124 DEVALINDER DR
31	1103120058	23 DEVALINDER DR	81	1103120021	126 DEVALINDER DR
32	1103120057	25 DEVALINDER DR	82	1103120023	202 DEVALINDER LN
33	1103120056	27 DEVALINDER DR	83	1103120024	204 DEVALINDER LN
34	1103120055	29 DEVALINDER DR	84	1103120025	62 DEVALINDER DR
35	1103120054	31 DEVALINDER DR	85	1103120026	64 DEVALINDER DR
36	1103120053	33 DEVALINDER DR	86	1103120027	66 DEVALINDER DR
37	1103120052	35 DEVALINDER DR	87	1103120028	68 DEVALINDER DR
38	1103120051	37 DEVALINDER DR	88	1103120029	70 DEVALINDER DR
39	1103120050	39 DEVALINDER DR	89	1103120030	72 DEVALINDER DR
40	1103120049	41 DEVALINDER DR	90	1103120009	84 DEVALINDER DR
41	1103120048	43 DEVALINDER DR	91	1103120010	86 DEVALINDER DR
42	1103120047	45 DEVALINDER DR	92	1103120011	88 DEVALINDER DR
43	1103120046	47 DEVALINDER DR	93	1103120012	90 DEVALINDER DR
44	1103120045	49 DEVALINDER DR	94	1103120013	92 DEVALINDER DR
45	1103120044	51 DEVALINDER DR	95	1103120014	94 DEVALINDER DR
46	1103120043	53 DEVALINDER DR	96	1103120015	96 DEVALINDER DR

47	1103120042	55 DEVALINDER DR	97	1103120016	106 DEVALINDER DR
48	1103120041	57 DEVALINDER DR	98	1103120017	108 DEVALINDER DR
49	1103120040	59 DEVALINDER DR	99	1103120018	110 DEVALINDER DR
50	1103120039	61 DEVALINDER DR	100	1103120019	112 DEVALINDER DR
51	1103120038	63 DEVALINDER DR	PRIOPSP	1103120022	130 DEVALINDER DR
52	1103120037	65 DEVALINDER DR	PRIOPSP	1103120093	0 DEVALINDER DR
			PRIOPSP	1103120022	200 DEVALINDER LN
			PRIOPSP	1103120092	0 DEVALINDER DR