

Tax Parcel Numbers:

5-00-162.04-01-01.00/00001 thru
5-00-162.04-01-54.00/00001
5-00-173.02-02-01.00/00001 thru
5-00-173.02-02-93.00/00001

Prepared by and Return to:

David Roeberg, Esquire
Roeberg, Moore & Friedman, P.A.
910 Gilpin Avenue
Wilmington, Delaware 19806

DOGWOOD MEADOWS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration is made this 3rd day of October, 2007 by RIDGE ROAD ASSOCIATES, LLC, a Delaware Limited Liability Company, of 910 Gilpin Avenue, Wilmington, Delaware 19806 (hereinafter called "Declarant").

WHEREAS, Declarant is the full equitable owner of certain real property comprising 137 residential lots and private open spaces, located in Kent County, State of Delaware, and known by official plat designation as Dogwood Meadows, a residential subdivision approved by Kent County, Delaware. Dogwood Meadows is more particularly described and depicted on the Dogwood Meadows Record Plan dated August 11, 1997, prepared by Charles D. Murphy Associates, Inc., Milford, Delaware, last revised November 1, 1999, Kent County Subdivision Application Number SL-97-13, recorded on November 12, 1999 in Plat Book No. 52, Page 64, in the Recorder of Deeds Office of Kent County, State of Delaware, and further described in "Exhibit A" attached hereto (hereinafter referred to as the "Property").

WHEREAS, Canterbury Meadows, Ltd., a Delaware Corporation, the current record title holder to the residential lots and private open spaces in the Property, which record title Canterbury Meadows, Ltd. holds for security, joins in this Declaration for the sole purpose of subjecting its record title to said residential lots and private open spaces comprising the Property to the terms of this Declaration. Canterbury Meadows, Ltd. is not a Declarant herein. The only Declarant herein is Ridge Road Associates, LLC. Canterbury Meadows, Ltd., in joining with Declarant in this Declaration for the sole purpose of subjecting its record title to the residential lots and private open spaces to this Declaration, assumes no responsibility as Declarant in this Declaration.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and to this end desires to subject the Property to the covenants, restrictions and easements (hereinafter referred to collectively as "the Restrictions"), as hereinafter set forth, for the benefit of the Property and each owner thereof.

NOW, THEREFORE, Declarant hereby declares that the following Restrictions shall run with, burden and bind the Property, and the Declarant hereby declares the Property, as described in "Exhibit A" and as shown on the Dogwood Meadows Record Plan, is and shall be held, transferred, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions hereinafter set forth, and during the period of time set forth, and subject to all easements, right of way and restrictions, if any, previously placed upon the property as recorded in the office of Recorder of Deeds in and for Kent County by the Declarant and his predecessors of title.

DEFINITIONS:

"Declarant" means Ridge Road Associates, LLC, a Delaware Limited Liability Company, and its successors and assigns.

1. RESIDENTIAL USE. Each lot or given land area located in Dogwood Meadows shall be solely and exclusively used for residential or recreational purposes incident thereto. No structural or other improvements, except as herein provided, shall be erected, altered, placed, used or permitted to remain upon any such residential lot in Dogwood Meadows.

2. SINGLE FAMILY DWELLINGS. Dogwood Meadows is hereby established as a restrictive development or neighborhood for single family detached dwellings. For the purposes of these restrictions, the word "family" shall mean a single person occupying the dwelling unit and maintaining a household; two or more persons related by blood or marriage or adoption occupying a dwelling, living together and maintaining a common household; or, not more than three (3) unrelated persons occupying a dwelling, living together and maintaining a common household.

3. LOT DIVISION. No residential lot or other land area within Dogwood Meadows may be re-subdivided or otherwise alienated into a lesser or smaller portion, subject to the following:

Two contiguous residential lots may be divided in half and each such half portion assigned to the adjacent residential lot so as to create two larger residential lots, each such larger residential lot for the sole benefit of a single family dwelling. Any such two larger residential lots shall be created by a re-subdivision plan involving the three related lots, which re-subdivision plan must be approved by Declarant herein, and also must be approved by Kent County, Delaware and recorded in the Office of the Recorder of Deeds, in and for Kent County, Delaware.

4. SETBACKS. The following setback lines are hereby established for each residential lot in Dogwood Meadows and no building, nor any part thereof, shall be erected within such setback requirements:

(a) The front yard setback of any dwelling shall be sixty (60) feet from the nearest right-of-way line. All dwellings shall front or face toward the street.

(b) The rear setback line of any dwelling shall be thirty (30) feet from the rear lot line.

(c) There shall be two (2) side yard setbacks, each of which shall be at least fifteen (15) feet in width. However, in the case of corner lots, the side yard setback adjacent to the side street, as shown on the Dogwood Meadows Record Plan, shall be at least forty (40) feet (*We need to get DEL-Dot Approval*).

(d) No accessory building shall be located forward of the front dwelling.

For purposes of the above setback requirements, eaves, steps and unroofed terraces shall not be considered part of any building or structure. The above setback requirements shall also be subject to the provisions of the Code of Kent County and the agricultural boundary setback provided for in paragraph 17 hereof, which if more restrictive than those contained herein, shall govern.

5. AESTHETICS PRESERVED. In order to provide unobstructed views of the surroundings and to restrict the erection or placement of improvements or objects that detract from the overall appearance of Dogwood Meadows, the following shall apply.

(a) Fuel tanks, gas tanks or similar storage receptacles shall be buried underground, if permitted by the rules and regulations of the Delaware Department of Natural Resources and Environmental Control. Otherwise, such tanks may only be used if enclosed with fencing approved by the Declarant and if placed at the rear of the dwelling.

(b) No structure of any temporary character and no trailer, mobile home, shack, or other outbuildings, except as provided herein shall be placed on any numbered lot or given land area within Dogwood Meadows at any time except during periods of construction for storage of materials, and such temporary structures for storage of materials shall not in any event be used for living quarters and must be removed from the lot within ten (10) days of the issuance of any certificate of occupancy for a building or structure on such lot.

(c) No advertising signs shall be permitted on any residential lot or given land area in Dogwood Meadows, except during time of construction. All signs must be removed within ten (10) days after completion of construction. A sign offering the premises for rent, or sale, or both may be displayed upon the lot or given land area which is for sale or rent, but may not be larger than the standard realtor signs.

(d) No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on any common area except in sanitary containers stored on a residential lot, which are securely fastened to prevent dispersal of such materials by raccoons, opossums, dogs or cats, and emission of odors reasonable annoying to another lot owner. Such containers shall be kept in an enclosed area on the residential lot concealed from public view.

(e) The natural woods within any residential lot may be trimmed by the lot owner(s) but may not be removed without written permission of the Declarant.

(f) No television, radio or other antennas, nor satellite dishes exceeding 18" in diameter, shall be permitted to be attached to the exterior of any building or separately erected on any residential lot.

(g) No trade, business, commerce, industry, profession or occupation shall be conducted on any residential lot except as approved in writing by Declarant and as approved by the Kent County zoning regulations.

(h) No vegetable gardens shall be kept or maintained in any side or front yard area. Any such garden in the rear yard area of any corner lot shall be screened by shrubbery on the street side.

(i) All lot owners shall maintain required tree buffers along the rear lot lines.

(j) No permanent outside clothes lines or clothes line posts are permitted on any lot. Portable outside clothes lines approved by Declarant shall be

permissible, provided such portable outside clothes lines are used for drying clothes during daylight hours only.

6. WINDOW TREATMENT. All windows from the exterior shall show white or off-white fabric or color compatible with color of exterior finish of dwelling. Any disputes regarding color selection or compatibility will be determined in the sole discretion of Declarant.

7. ORNAMENTS. No statues, sculptures, painted trees, bird baths, replicas of animals, persons or other like objects, except temporary holiday decorations and flags, may be affixed to or placed on any lot or building where such object would be visible from any street.

8. LAWNS AND SHRUBS. All grass, shrubs, hedges, etc. shall be trimmed and maintained in a neat manner.

9. DRAINAGE SWALES. Each owner of any residential lot, by acceptance of a deed therefore, is deemed to covenant and agree to fully maintain, at such lot owner's sole cost and expense, the portion of any and all drainage swales located on such owner's property, and/or located partly on such owner's property and partly in the DELDOT Right-of-Way in the front of such owner's property, free of debris and obstructions, with grass properly cut and trimmed, so that drainage water will properly flow through such swales or areas, and such swales or areas shall be maintained in a neat an orderly manner.

10. DWELLING SPECIFICATIONS. Only one (1) detached single family dwelling may be placed, erected, altered and occupied upon any residential lot in Dogwood Meadows except that a single dwelling may be erected across the boundary line of two (2) or more contiguous lots owned by the same person or persons. Each such dwelling shall not exceed thirty-five (35) feet in height, and the square footage of usable living area thereof shall not be less than one thousand six hundred (1,600) square feet for a single story dwelling, not less than one thousand nine hundred (1,900) square feet for a two story dwelling, and not less than one thousand seven hundred (1,800) square feet for one and one half story dwellings such as Cape Cod or Split Level dwellings, exclusive of all porches, breezeways, carports, basements, attics, garages, terraces, or stoops. Size and location must be approved by the Declarant.

11. CONSTRUCTION. The following general prohibitions and requirements shall apply to construction or other activities conducted on any residential lot or given land area in Dogwood Meadows:

(a) In order to insure the development and maintenance of Dogwood Meadows as a residential development of high standards, Declarant is vested with

the power to control all buildings, structures or improvements to be placed upon any lot or other land within Dogwood Meadows. Declarant is also vested with the power to review and approve plans.

(i) No house, dwelling, accessory building, structure, fence, wall, driveway or landscape design shall be commenced, erected, nor any addition to or alteration therein be made, until plans, specifications, and landscaping design prepared by a competent architect or draftsman showing the nature, kind, shape, height, materials, floor plan, exterior color scheme, location, driveway and lot frontage shall have been submitted to and approved in writing by Declarant. Declarant shall have the right to refuse to approve any such building plans and specifications which are not in its sole judgment desirable for aesthetic or other reasons. In so considering such plans, specifications or building, Declarant may consider the extent to which such plans, specifications or proposed construction may alter the existing harmony of Dogwood Meadows with its present surroundings.

(ii) The owner of each and every lot or other land area within Dogwood Meadows, by accepting title thereto or by occupying the same, hereby covenants and agrees that no building, structure, or other improvement shall be erected, altered, rebuilt, placed or permitted to remain upon any such lot or other land area, unless and until the plans and specifications therefore shall have first been submitted to and approved in writing by Declarant as provided above, and that each such building, structure or other improvement shall be erected, altered, rebuilt, placed, or permitted to remain upon any such lot or other land area only in accordance with such approved plans and specifications therefore.

(iii) Refusal to approve any such plans and specifications by Declarant may be based on any ground whatsoever, including purely aesthetic grounds, which shall seem sufficient in the sole discretion of Declarant. However, if Declarant shall fail or neglect to disapprove any such plans and specifications in a particular instance within thirty (30) business days (excluding Saturdays, Sundays and legal holidays) after submission of plans and specifications and written request for approval, such written approval shall not be required for such plans and specifications in that particular case. Declarant's failure to act within such thirty (30) business day period shall not be deemed a waiver with respect to any subsequent submission and request for approval by the same or any other residential lot owner.

PROVIDED, however, that no building, structure or improvements shall be erected, altered, rebuilt, placed, or permitted to remain upon any such lot or other land area which violates any of these covenants as hereinbefore or hereinafter set forth.

(b) Once construction of any structure has been commenced, such construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond the control of the owner, builder, or contractor, as the case may be. Cessation of work before completion of any structure once started and continuance of such cessation for a continuous period of sixty (60) days shall be Prima Facie evidence of an attempt to abandon the structure, which shall thereafter be deemed to be a nuisance and must be removed.

(c) No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications, and a Certificate of Occupancy for such residence is issued by Kent County stating that all building specifications and set backs have met with approval.

(d) The elevation of any given lot or land area shall not be changed so as to materially affect the surface grade of the surrounding lot or land area without first obtaining the prior written approval of Declarant.

(e) No structure shall be under construction for more than one (1) year from the date a building permit is obtained.

(f) All lot owners shall be responsible for all damages done to curbs, roadbeds, swales or drainage facilities on or in front of such lot resulting from any construction or work done on such lot. All repairs must be made in accordance with the construction requirements for Dogwood Meadows imposed by the Delaware Department of Transportation and/or other agencies having jurisdiction.

(g) No construction or grading work shall be performed on Sunday or before 7:00 a.m. or after 8:00 p.m. on any other day of the week.

(h) Each lot owner shall be responsible for any erosion or damage caused by water run off from his lot during construction.

12. FENCES AND SWIMMING POOLS. The following standards shall apply with respect to fences and swimming pools:

(a) Fences. No fence shall be erected on any lot closer to the front street line than the rear face of the principal building on said lot. No fence, except a privacy fence as described below, shall be of a height of more than four (4) feet. Each such fence shall be painted wood, vinyl or metal. No fence shall be constructed or maintained upon any lot until plans for the design, size, color and exact location of the same have been approved by Declarant.

(b) Privacy Fences. 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. Privacy fences shall be constructed of vinyl or metal and shall not exceed a height of six (6) feet. 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. No privacy fence shall be constructed or maintained upon any lot until plans for design, size, color and exact location for the same have been approved by Declarant.

(c) Swimming Pools and Swimming Pool Fences No above-ground swimming pool shall be constructed or maintained on any lot. 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 no higher than four (4) feet constructed of painted wood, vinyl or metal. In any event, no such swimming pool or swimming pool fence shall be constructed or maintained upon any lot until detailed plans for the same have been approved by Declarant and by any applicable governmental agency having jurisdiction over swimming pools and swimming pool fences in Dogwood Meadows.

13. DECLARANT'S ASSIGNMENT OF APPROVAL RIGHTS. Declarant shall have the right at any time to assign to the Dogwood Meadows Maintenance Corporation one, more or all of the powers in this Declaration to approve or disapprove from time to time.

14. DWELLING RECONSTRUCTION. If all or a portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs, and shall be completed within nine (9) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

15. DRIVEWAYS. All driveways must be either asphalt, hot mix, or concrete and must be at least ten (10) feet in width. No loose stone driveways are permitted. The driveway construction must be completed at the same time as dwelling construction is completed.

16. PROHIBITED VEHICLES. No trucks, buses, vans (except those pickup trucks and vans described below) travel trailers, utility trailers, boat trailers or any other kind of trailers, campers, boats, recreational vehicles as defined in Title 21 of the Delaware Code as amended from time to time, disabled vehicle of any type, shall be kept or maintained, temporarily or permanently, on any lot, street, driveway within the premises, except that such vehicles may be kept wholly within a closed garage. Pickup trucks up to and including 3/4 ton and enclosed vans not exceeding 7,500 lbs. G.V.W. and a height of 7 feet are permitted provided such

vehicles do not contain commercial lettering on the outside of the truck or van. Vehicle repairs, except tire changes and battery service, shall not be conducted within the premises. No wholly or partially stripped down, unlicensed or battered motor vehicles shall be permitted to be parked on any lot or street in Dogwood Meadows.

17. NATURAL GAS. Declarant has entered into a service agreement with Chesapeake Utilities Corporation for installation of a natural gas supply system in Dogwood Meadows. In order to defray the cost of installation of such system, each dwelling in Dogwood Meadows is required to have installed (1) a natural gas water heater and (2) a natural gas central heating system. The natural gas for these systems will be supplied by Chesapeake Utilities Corporation. However, if any residential lot owner elects not to install the aforesaid natural gas water heater and natural gas central heating system for such dwelling, such residential lot owner must pay Declarant a one time sum of \$1,000.00. Upon payment of said sum to Declarant, the dwelling constructed on said lot will no longer be required to have installed therein a natural gas water heater or a natural gas central heating system.

18. NUISANCE ABATEMENT. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds upon such lot which shall tend to substantially decrease the beauty of the specific area. Each lot owner shall keep the grass mowed on the lot. No noxious or offensive activity shall be carried out on any lot, nor shall anything be done on any lot to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained on any lot any plant, animal, device, or thing of any sort the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant, illegal or of such a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owner thereof. In the event any such lot owner shall not keep his lot in the condition herein covenanted, Declarant may, after reasonable written notice, enter the lot and perform such work as is necessary to restore it to a presentable condition. Such lot owner shall thereafter be liable to Declarant for the cost of such work.

19. WASTEWATER. No toilet, sewage disposal system, or cesspool shall be maintained or used upon any lot or land area located in Dogwood Meadows excepting where the same is used in combination with a septic tank. All septic tanks shall be constructed and maintained in accordance with the rules and regulations established by those health authorities having jurisdiction over Dogwood Meadows. Whenever public sewer mains are made available to any lot in Dogwood Meadows, all premises adjacent to such public sewer mains shall be connected to said mains at the expense of the owners of such lots. Declarant must approve the location of any and all wells and septic installation, subject to the

requirements of the Delaware Department of Natural Resources and Environmental Control.

20. DWELLING RENTAL. Any owner of any lot in Dogwood Meadows may rent his or her property for the sole purpose of residential occupancy. All covenants, restrictions, rules and agreements are applicable to such rentals and those persons leasing said property must be given by the owner of the property copies of all applicable covenants, restrictions, rules and agreements in order that they be served with notice of same.

21. PLOTTED STREETS ONLY. No portion of any lot shall be used as a street or right-of-way for ingress or egress, except as herein provided. This shall not include private access drives or walkways created within the boundaries of the lot for the owner's sole use and service thereto.

22. ANIMALS. No animals, livestock, reptiles, insects or poultry of any kind shall be raised, bred or kept on any lot, except as hereinafter provided. However, dogs, cats and other common household pets may be kept on lots in Dogwood Meadows subject to such rules and regulations as may be adopted by Declarant with respect to said pets. However, common household pets may not be kept, bred or maintained for commercial purposes. Furthermore, the number of domesticated animals shall be limited so as not to constitute a kennel operation. Such pets shall not disturb the peace and quiet enjoyment of other residents of Dogwood Meadows. Each lot shall be permitted to have one dog and one pen, house or run to be located in the rear yard.

23. AGRICULTURAL USE NOTICE. The Property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of the Property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

24. AGRICULTURAL BOUNDARY SETBACK. No improvement requiring an occupancy approval for a residential type use shall be constructed within fifty (50) feet of the boundary of land used primarily for agricultural purposes and which is adjacent to this subdivision.

25. PARTITION. There shall be no judicial partition of any common area, drainage area or private open space, nor shall Declarant, or any residential lot owner or any other person acquiring any interest in Dogwood Meadows, seek judicial partition of said properties. In the event any such partition action is

attempted, the Declarant or any other residential lot owner, shall have the right to seek an injunction preventing such partition or to enter a defense to a partition petition.

26. NO LIABILITY. Nothing contained herein shall be construed in any manner so as to impose upon the Declarant, any liabilities for injury or damage to property and/or persons by reason of the use of the ways, roads, streets, lands, easements, common areas, entrance ways or similar like conditions, or any of them in Dogwood Meadows.

27. MUTUAL BENEFIT. The Restrictions and Agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot or given land area in Dogwood Meadows and are intended to create mutual, equitable servitudes upon each of said lots or given land areas in favor of each and all other lots therein, to create reciprocal rights between the respective owners of the said lots, to create a privity of contract and estate between the grantees of said lots and given land areas, their heirs, executors, administrators, successors or assigns, and shall, to the owner or owners of each lot or given land area, run with the land for the benefit of each and all other lots and given land areas and their respective owners.

28. REMEDIES FOR VIOLATION.

(a) Declarant, Dogwood Meadows Maintenance Corporation and the owner of any residential lot in Dogwood Meadows may proceed at law or in equity to enjoin or prevent, after fifteen (15) days notification by certified or registered mail to the alleged violator, the occurrence or continuation of violation of any of these restrictions and covenants. The court in any such action may award the successful party reasonable expenses in presenting such action, including reasonable attorney's fees.

(b) Moreover, any person, firm or corporation which has a right to enforcement of these covenants and restrictions as provided in subparagraph (a) above, and who incurs attorney's fees or other costs in obtaining voluntary compliance of these covenants and restrictions by a person who has violated these covenants and restrictions without resorting to legal action, shall be entitled to recover from the violator such reasonable attorney's fees and costs.

(c) The remedies specified herein are cumulative and a specification of them shall not be taken to preclude any aggrieved party from resorting to any other remedy at law or in equity or under any other statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect to a violation of any of these restrictions shall be held to be a waiver of that party of an

estoppel of that party to assert any rights available to him upon the reoccurrence or continuation of such violation or the occurrence of a different violation.

29. AMENDMENTS. These covenants and restrictions may be changed, altered or modified, in whole or in part at any time, by an instrument in writing signed by the owner or owners of two-thirds (2/3) of the Dogwood Meadows lots described hereinabove recorded in the Office aforesaid.

Notwithstanding the foregoing, each owner of a residential lot in Dogwood Meadows, by acceptance of a deed therefore, covenants and agrees that the Declarant, so long as Declarant is the equitable owner of any residential lots within Dogwood Meadows, shall have the absolute right to amend this Declaration without the joinder of any other owners by executing and recording such amendment in the Office aforesaid, if such amendment is:

(i) required by Federal, State, County or local law, ordinance, rule or regulation; or

(ii) required by any mortgagee of improved lots and dwelling houses in the premises; or

(iii) required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or

(iv) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Government National mortgage Association, Federal Home Loan Mortgage Corporation, 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 premises.

The aforesaid power of amendment is in addition to and not in limitation of Declarant's right to amend as provided below.

Notwithstanding anything herein to the contrary, Declarant reserves unto itself, which shall be deemed to be a personal reservation for so long as Declarant shall own any equitable interest in or legal title to any portion of Dogwood Meadows, the right during such time to amend this Declaration without notice to any party by appropriate instrument in writing signed by Declarant and recorded in the Office of the Recorder of Deeds, in and for Kent County, State of Delaware.

30. TERM. These covenants and restrictions shall run with and bind the land and shall inure to the benefit of and be enforceable by the owners of any land

subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years unless nullified by instrument signed by the then owners of two-thirds of the lots and recorded in the Office of the Recorder of Deeds in and for Kent County and State of Delaware.

31. DEVELOPMENT AND CONSTRUCTION. Declarant and any person, firm or corporation with the permission of Declarant, and upon such terms as Declarant may impose, may engage in activities prohibited by the terms of this Declaration, so long as such person, firm or corporation is engaged in development of the premises and/or construction of homes on the lots contained therein.

32. SEVERABILITY. The invalidating of any one of the foregoing restrictions by any court of competent jurisdiction shall in no way affect or impair the full force and effect of all other restrictions set forth herein, and in any such event, all other restrictions not expressly invalidated thereby shall remain in full force and effect.

33. HEADINGS. The paragraph headings are for identification purposes only and are not to be given substantive meaning.

IN WITNESS WHEREOF, the undersigned, Ridge Road Associates, LLC, has caused these Restrictions to be executed this 3rd day of October, 2007.

RIDGE ROAD ASSOCIATES, LLC,
a Delaware Limited Liability Company

[Signature]
Witness

By: [Signature]
David Roeberg, Manager

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on the 3rd day of October, 2007, personally appeared before me, the subscriber, a Notary Public for the State and County aforesaid, DAVID ROEBERG, Manager of Ridge Road Associates, LLC, a

