

Proposed revisions 2/2018 - Amendments to Restrictive Covenants for Oak Meadows

1. That no improvement or mobile or structure of any kind shall be placed within five (5) feet of the side yard line or thirty (30) feet of the street, and that location of all improvements, mobiles or structures shall be determined by the **Board of the Homeowners Association**.
2. That the purchaser may not place any mobile or modular home on a lot until the site plan has been approved by the **Board of the Homeowners Association**, and no mobile or modular home which contain less than **nine hundred eighty (980)** square feet shall be placed on any lot; that mobile homes, when placed on purchasers lot, must have underside completely enclosed.
3. That all **homes, garages, tool or storage sheds or any other outbuilding** to be placed on a lot must be in reasonably good physical condition and must be previously approved by the Board of the **Homeowners Association** and such approval shall not be unreasonably withheld.
4. That no additions or any building of any kind, either temporary or permanent or any change in grade may be constructed without the prior approval of the **Board of the Homeowners Association**.
5. **For the health, safety and welfare of the community the owner** will keep and use his property in a careful manner so as not to unreasonably interfere with his neighbors. **No unsightly articles shall be permitted to remain on any lot so as to be visible from adjoining lots or street. No garbage, refuse, rubbish, metals, tires, bulk materials or scrap shall be kept, stored, or allowed to accumulate on any lot.**
6. ~~That trash and garbage cans shall be placed only in enclosures which shield them from view from the street and adjoining properties which structure shall have been approved by the grantor, its Successors or Assigns.~~
7. ~~That no television antennas shall be erected without prior written approval of the grantor, its Successors or Assigns.~~
8. That no commercial activity of any type shall be conducted in the residential lots plotted in Oak Meadows; and that no structures shall be for other than a single family dwelling on each lot.
9. ~~That only umbrella type wash lines shall be used and no wash shall be hung in public view on Sunday or Holidays.~~
10. That **no unregistered motor vehicles, go carts, mini bikes** or vehicles with loud mufflers be operated in the Oak Meadows Development.
11. ~~That travel trailers boat trailers, and like vehicles shall be parked only in designated dead storage areas.~~
12. **Stored boats, motor homes, campers and motor vehicles must have current registration. Motor homes and campers shall not be considered a permanent dwelling.**
13. That any construction of a dwelling or addition must be completed and yard graded within nine (9) months from initial ground breaking.
14. That no fence or wall shall be erected in front yards nor may any fences or wall be erected in rear yard in excess of **six (6) feet** in height.

15. ~~That all dwellings shall be connected at the lot owner's expense to the central water system. Said connection fee is estimated to be \$100.00 as of the date this instrument is recorded. It is furthermore expressly understood that all charges for water at rates as may be from time to time established, shall be and constitute liens and encumbrances on the land affected thereby and improvements thereon and that by the acceptance of title to any of the land with respect to which these covenants and restrictions are imposed, the owner or owners thereof shall be deemed to have agreed to the imposition of such liens and encumbrance on the date which the respective connection fees are due. Charges for water service will become a lien or encumbrance upon the rendering of bills or statements for the same. Said liens may be enforced in the manner provided by law by or on behalf of the Company or any other person, firm, or corporation to whom such connection fees or charges are due.~~
16. That all lot owners provide off street parking.
17. **The general purpose of the Homeowners Association is to further and promote the community welfare of property owners in Oak Meadows.** Each property owner agrees to pay his pro rate share upon assessment by the **Board of the Homeowners Association** which shall maintain the **streets (snow removal), the front entrance and lot owned by the Oak Meadows Homeowners Association** and determine or change the architectural rules and policies of the development. Each property owner shall have one (1) vote per lot owned and each property owner grants perpetual easement to the **Homeowners Association to enter upon its property for maintenance of the property.**
18. **New construction must connect to Tide Water Utilities Inc. and Sussex County sewer.**
19. **Owners or occupants shall be liable for the actions of their pets. All pets must be reasonably controlled any time they are on or off the owner's property. Dogs must be leashed when off the owner's property. Solid waste should be cleaned promptly. These rules apply equally to visitors pets.**
20. **Owner is responsible to keep property neat, clean and attractive in appearance; grass must be cut to a maximum of six (6) inches at all times. Cutting of grass will be assumed by the Oak Meadows Homeowners Association, at the owner's expense if owner should neglect such upkeep. No grass, plant waste, shrub or tree clippings shall be kept, stored or allowed to accumulate on any lot.**
21. **Any property owner who rents their property must inform the Board of Directors of the Homeowners Association of the names and contact information of the tenants. The owner shall be required to provide in his lease that the terms of the lease or occupancy shall be subject in all respects to the provisions of these restrictive covenants, constitutions and bylaws of the Oak Meadows Homeowners Association. The lease shall further provide that any failure by the lessee to comply with the terms of the aforementioned documents shall constitute default under the lease. The property owner will be responsible for any tenant violations.**
22. These restrictions shall be enforceable by appropriate suit in the Court of the State of Delaware by the **Oak Meadows Homeowners Association** or any property owner in said development.