

**Tax Map & Parcel Nos. 335-9.00-24.00 through 108.00**

**Prepared by & return to:**

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**SECOND AMENDMENT AND RESTATEMENT OF THE DECLARATION OF  
RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS, EASEMENTS,  
RESERVATIONS, CHARGES, ETC.  
OF  
WOLFE RUNNE**

**31 December 2016**

**This Amendment and restatement of the Declaration of Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc. of Wolfe Runne revokes and replaces the Declaration (dated 30 March 1988) on file in Book-1558 (Pages-219 to 235) and its Amendment (dated 26 March 2008) on file in Book 03561 (Pages-176 to 178) with the Office of the Recorder of Deeds in and for Sussex County, Delaware.**

**SECOND AMENDMENT AND RESTATEMENT OF THE DECLARATION OF  
RESTRICTIONS, CONDITIONS, COVENANTS, AGREEMENTS, EASEMENTS,  
RESERVATIONS, CHARGES, ETC.  
OF  
WOLFE RUNNE**

**This Second Amendment to the Declaration of Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc. of Wolfe Runne, which includes all of the lots and common areas located in Wolfe Runne Subdivision, Lewes and Rehoboth Hundred, Sussex County, Delaware (hereafter referred to as Wolfe Runne) is made and executed this 31<sup>st</sup> day of December 2016, by the Wolfe Runne Homeowners Association, Inc.**

**WITNESSETH**

**WHEREAS**, Wolfe Runne, Incorporated; a Delaware corporation formerly of P.O. Box-430, Georgetown, Delaware; was formed to develop the property in certain Plot of Wolfe Runne (an 82-lot subdivision, south of the City of Lewes, in Lewes and Rehoboth Hundred, Sussex County, Delaware; hereafter referred to as Wolfe Runne), as recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware; in Plot Book-38, at Page 204;

**WHEREAS**, on the 8th day of May 1989 the Wolfe Runne Homeowners Association (hereafter referred to as the Association) was formed under the General Corporation Law of the State of Delaware, for the purpose to promote the collective and individual property interests and rights of all persons, firms, and corporations owning property within Wolfe Runne; and

**WHEREAS**, on the 24<sup>th</sup> day of January in the year 1994, all undeveloped and common areas, and management responsibilities within Wolfe Runne were conveyed to the Association, as recorded with the Office of the Recorder of Deeds in and for Sussex County, in Georgetown, Delaware in Deed Book-01968, Pages 237 through 242; and

**WHEREAS**, the Association's Certificate of Incorporation authorizes it to: manage common areas, roadways, easements, recreational areas, and ponds; appoint an Architectural Review Committee to review and approve plans and specifications for improvements in Wolfe Runne; to collect, maintain, and disburse maintenance assessments collected from Wolfe Runne Lot Owners; enforce remedies for violations of restrictive covenants or reservations; to perform other duties as set forth in the restrictive covenants, reservations, and remedial clauses of Wolfe Runne, as the same may be amended from time to time; and

**WHEREAS** the Association desires to comprehensively amend its Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc.; as evidenced by a vote of the Wolfe Runne Numbered Lots, conducted between the 1<sup>st</sup> day of October 2016 and the 31<sup>st</sup> of December 2016, where no less than sixty-six (66) percent of Wolfe Runne Numbered Lots approved and accepted this Declaration, dated the 31<sup>st</sup> day of December 2016, as applicable to all lots in Wolfe Runne and shall run with, burden, and bind all properties; and the Association hereby declares the lots are and shall be held, transferred, sold, conveyed, occupied, and used

subject to the restrictions hereinafter set forth and during the period of time hereinafter set forth; and subject to all easements, rights of way, and restrictions previously placed upon Wolfe Runne as recorded in the Office of the Recorder of Deeds in and for Sussex County by the Association or its predecessors in title.

**NOW THEREFORE**, the members of the Wolfe Runne Homeowners Association, with the affirmative approval of no less than sixty-six (66) percent of the Wolfe Runne Numbered Lots does hereby strike all Wolfe Runne Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc. and their amendments as recorded in the Office of the Recorder of Deeds in and for Sussex County in Deed Book-1554, Pages- 219 through 235; and fully replacing and restating the Wolfe Runne Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc. with this amendment (dated – 31 December 2016) that will read as follows:

**Second Amendment to the Declaration of Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc. of Wolfe Runne**

**ARTICLE ONE**

**Definitions**

1. “Association” shall mean and refer to the Wolfe Runne Homeowners Association, Inc. or its successors and assigns.
2. “Common Areas” shall mean and refer to those areas of land designated on the Record Plot and incorporated herein by reference, as not one (1) of the eighty-two (82) Wolfe Runne lots. This shall include, but not be limited to: the entrance median and flanking grasslands; the ponds and adjacent grasslands, the community amenities (swimming pool and tennis courts) and adjacent parking area, the pool storage shed and adjacent parking area and grasslands. All Common Areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not intended for use by the general public. All Common Areas shall be subject to the restrictions created herein, and shall be subject to all restrictions, easements, and rights-of-way previously granted or of record.
3. “In Writing” or “Written Permission” or “Written Consent” shall mean a written or printed and signed piece of correspondence. An email or text message does not constitute a written or printed and signed piece of correspondence.
4. “Lot” shall mean and refer to any unimproved or improved plot of land intended for a detached single unit residence, as shown upon the Record Plot as a numbered parcel, but shall not include the “Common Areas” as hereinabove defined. If the lot is an improved plot of land containing structures, then those structures are considered to be part of the lot. All lots shall be subject to all restrictions, easements, and rights-of-way previously granted or of record.

5. "Lot Owner" shall mean the Owner of Record of a numbered Wolfe Runne Lot.
6. "Member" shall mean every Owner of Record of a numbered Wolfe Runne Lot.
7. "Member-In-Good-Standing" shall mean a member who, in accordance with the specification of the Association By-Laws (hereafter referred to as the By-Laws), is entitled to full rights and privileges accorded to members of the Association.
8. "Member-Not-In-Good-Standing" shall mean a member who, in accordance with the specifications of the By-Laws, is no longer entitled to full privileges accorded to a member of the Association.
9. "Mortgage" shall mean and refer to any mortgage, deed of trust, or similar instrument granted as security for the performance of any obligation.
10. "Owner of Record" shall mean and refer to the person or persons or firms, trusts, corporations, or other legal entities; holding a fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
11. "Record Plot" shall mean the plot of record in the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware; and recorded in Plot Book-38, at Page-204 and any amendment thereto approved by the Planning and Zoning Commission of Sussex County, Delaware.
12. "Resident" shall mean individual or individuals who reside in a Wolfe Runne dwelling but are not an Owner of Record of a Wolfe Runne Lot. They are accorded specific privileges as defined by the By-Laws and are bound by all provisions of the Association's Restrictions, Conditions, Covenants, Agreements, Easements, Reservations, Charges, Etc. (hereafter referred to as the Covenants); and Guidelines, Policies, and Rules (hereafter referred to as the Guidelines).

## **ARTICLE TWO**

### **Organization and Operation of the Homeowners Association**

1. The residential community of Wolfe Runne is an area of quiet enjoyment for all of its Lot Owners and their guests. To preserve the natural surroundings and beauty of Wolfe Runne and to ensure it remains a most pleasant and distinctive subdivision adjacent to Lewes, Delaware; the Wolfe Runne Lot Owners formed the Wolfe Runne Homeowners Association. All persons purchasing lots within the Wolfe Runne community, by accepting title to any lot in Wolfe Runne, automatically: agree to the formation of the Association; agree to become members thereof; agree to be subject to all policies, procedures, fees, specifications, and rules specified in the Association's By-Laws, these Covenants, the Guidelines, and any future amendments to such which the Association approves; and agree their heirs, successors, or assigns, shall be bound to

the same.

2. The Wolfe Runne Homeowners Association is a corporation (governed by its member-approved set of By-Laws) formed to establish and enforce standards for the maintenance and improvement of all properties within the community, as specified in these Covenants. On behalf of all members, it will organize committees or volunteer groups or contract for services to improve and maintain Wolfe Runne's ponds, amenities, and other common areas so as to maintain Wolfe Runne as a pleasant and desirable community.

3. Members agree to pay:

a. The Impact Fee Assessment upon conveyance or transfer of the title to any Wolfe Runne Lot, as defined in the By-Laws.

b. Their pro rata share of the funds (assessments and fees) necessary for the performance of the Association's functions and operations as defined in the By-Laws.

c. All charges or fines levied against them as remedies for expenses incurred by the Association or violations associated with the Lot Owner's failure to comply with the specifications of these Covenants or Guidelines, as defined in the By-Laws.

4. A member who is not complying with these Covenants will be deemed a 'member-not-in-good-standing' as defined in the Wolfe Runne By-Laws. When a member-not-in-good-standing is fully compliant with these Covenants and all other Association governing documents, the member's status shall be restored to 'member-in-good-standing'.

5. The Association shall be managed by a Board of Directors (hereafter referred to as the Board). The Board shall be elected, constituted, and operate in accordance with the By-Laws and the provisions of these Covenants.

6. The Board shall be:

a. Empowered to organize and form committees as necessary to assist the Board in performing its functions.

b. Vested with the authority to establish and enforce standards for all buildings, structures, landscaping, and improvements to be placed upon any lot or lands within Wolfe Runne. This authority will be exercised through the administration of the By-Laws, Covenants, and Guidelines; and may be delegated by the Board to approved committees.

c. Empowered to enforce the specifications of these Covenants and those defined in the Guidelines, against any Lot Owner or person violating or attempting to violate said specifications, by appropriate remedy (i.e.: fines for non-compliance; charges for expenses incurred by the Association resulting from a Lot Owner's actions which result in damage to common areas or facilities, or damage to any adjacent property or lot, or failure to take action and comply with these Covenants or the Guidelines, or a lien for non-payment of an assessment

or due charge) as specified in these Covenants or the By-Laws, or through legal action within the State of Delaware.

d. In all cases where the Board is required to enforce these Covenants, an offending Lot Owner will be notified in writing that there is an issue or concern and they will be advised on how to correct the issue or concern. If a Lot Owner fails to respond or take corrective action in a timely manner and the Board determines it must implement a formal remedy to correct the situation, the Board will send the offending Lot Owner a second a letter specifying the issue, requesting corrective action, setting a date for correction or response, and advising the offending Lot Owner of the Board's intent if the Lot Owner does not comply with these Covenants.

#### 7. The Architectural Review Committee.

a. In accordance with the Association's Certificate of Incorporation, the Association shall form, from its members, an Architectural Review Committee (hereafter referred to as the ARC) to serve as a supporting staff to the Board, for recommending and implementing standards for all buildings and landscaping of lots in the community.

b. As each lot has its own character, given the settings of mature trees and boundary configurations of multiple dimensions, it is the Board's intention for the ARC to harmonize each lot within itself and with the Wolfe Runne community. No building or structure or form of landscaping shall be permitted which is styled or set in such a way as to detract from the natural beauty of the community or depreciates property values. All restrictions shall be interpreted as is practical for all concerned and known by all to be in the interest of the majority.

c. The ARC is responsible to:

- i. Guide Lot Owners in the development and improvement of their lots, and to receive and review Lot Owner plans for developing or improving their lots.
- ii. Monitor compliance and execution of development and improvement plans to ensure they remain in accordance with these Covenants.
- iii. Monitor the general application, compliance, and execution of these Covenants to ensure they support and sustain Wolfe Runne as a quality and appealing community.
- iv. Develop, promulgate, and maintain a set of Board-approved guidelines derived from and in concert with these Covenants to outline design standards, required plan specifications, and the application and review process for Lot Owners to submit their plans or waiver requests.
- v. Make recommendations to the Board for approval of Lot Owner development / improvement plans or requests for waivers to these Covenants; or remedies to be considered for failures to comply with these Covenants.

## ARTICLE THREE

### Restrictive and Protective Covenants

1. Residential Use. All of the lots in Wolfe Runne shall be used for private residential purposes only, with no form of business or commercial use of any nature or kind. No building of any kind whatsoever shall be erected, maintained or used thereon except as a permanent private dwelling house, to be designed for and occupied by a single family. A single family is defined, as per the Sussex County (in the State of Delaware) Code, as: “An individual or two or more persons, who are related by blood or marriage, living together and occupying a single housekeeping unit with single culinary facilities; or a group of not more than four persons living together by joint agreement and occupying a single domestic housekeeping unit with single culinary facilities; on a nonprofit, cost-sharing basis. Domestic servants employed and residing on the premises shall be considered as part of the family.” (Sussex County Code, Chapter-115 (Zoning), Article-I (General Provisions), Section-115-4 (Definitions)). Under no circumstances shall a building on any lot in Wolfe Runne be conveyed, leased to or occupied by a group of persons unless that group comprises a family as described above.

- a. Not more than one (1) single, private dwelling and garage shall be erected upon any one (1) lot.
- b. No one shall reside on any lot, either temporarily or permanently, except in a completed dwelling house and only when they have received a permanent certificate of occupancy from Sussex County, Delaware.
- c. No trailer, recreational vehicle, camper, mobile home, double wide or similar type trailer, tent, shack, garage, barn or other type outbuildings shall at any time be used as a residence, temporarily or permanently.
- d. Dwellings will have garages for storage of vehicles and personal property which will be totally enclosed structures with appropriate doors and windows, so as to complement the architectural style of the dwelling and surrounding developed properties.
- e. Garages with apartments may be erected and used only by the respective Lot Owners or occupants of such residences and their guests, friends, and domestic employees without payment of rent.
- f. Rentals.
  - i. When a Lot Owner cannot occupy their Wolfe Runne dwelling, they will notify the Board (in writing) of their intent to rent the dwelling.
  - ii. The Lot Owner will specify the following in their notification: acknowledgement that Wolfe Runne is a residential community and renting of their dwelling is not a business venture; nor is it intended to be a ‘for profit venture’; and that all provisions of these Covenants, the By-Laws, Guidelines, Rules, and Policies will be adhered to by the

Lot Owner and any tenant that may lease the dwelling.

- iii. Lot Owners may only rent the dwellings to families (as defined in Paragraph-1.a. of this Article) and on a long term basis with leases of one (1) or more years.
- iv. Once a prospective tenant is identified the Lot Owner will submit a copy of the draft landlord – tenant agreement for the Board’s review and written approval to execute.
- v. A Lot Owner, who establishes a landlord – tenant relationship,
  - 1) Remains bound to the specifications of these Covenants and all Guidelines and their tenants are also bound by the same.
  - 2) Is responsible to the Association for all actions of their tenants or failure of their tenants to comply with these Covenants and all Guidelines.
  - 3) Will ensure the lease agreement they execute with a tenant reflects the tenant’s responsibility to comply with all specifications of these Covenants and all Guidelines.
  - 4) Will ensure their tenant has current copies of these Covenants and all Guidelines.
  - 5) Will, upon receiving the Board’s final written approval to rent their dwelling, provide a fully executed copy of their landlord-tenant lease agreement and a statement signed by their tenant acknowledging the tenant has been provided current copies of these Covenants and all Guidelines (with their dates); and that the tenant is bound to comply with the same.
  - 6) Will notify the Board (in writing) when a landlord – tenant agreement is terminated before or extended beyond the agreement’s original dates.
- vi. Permitting a Lot Owner to rent their dwelling in a long-term basis as specified above in no way opens Wolfe Runne to becoming business property or authorizes the operations of businesses from within Wolfe Runne, and shall not be construed as such.
- g. No Lot Owner shall store materials on or make use of any other Lot Owner’s lot without first obtaining that Lot Owner’s written permission and providing a copy of the same to the ARC.
- h. Lot Owners are responsible to ensure building materials, temporarily stored on a lot for construction, do not create an unsightly appearance and are secured in-place, such that winds will not blow them onto adjacent properties.

## 2. Construction and Improvements.

- a. Plans. No building, structure, fence, swimming pool, outdoor hot tub/spa, tennis court, other erection, or improvement that affect the outward appearance of a structure or lot, shall be commenced, erected, maintained, or used; nor shall any addition, alteration, changes, therein; or in the use of, be made upon any of the lots, no matter for what purpose or use, until complete and comprehensive plans and specifications, prepared in compliance with Sussex County code and standards or by an architect, a certified residential draftsman or licensed contractor/landscaper are submitted to the ARC and approved in writing by the Board. For major landscaping improvements to developed lots or landscaping on an undeveloped lot or landscaping which may



affect grading or drainage, a grading, drainage, and discharge plan will be submitted through the ARC and approved in writing by the Board.

b. Planning Timelines.

- i. Plans for major construction projects (e.g.: the construction of a dwelling on an undeveloped lot or any change which alters the visual appearance of buildings on a developed lot) shall be submitted in writing to the ARC no less than 60 days prior to the Lot Owner's desired contract date.
- ii. Plans for changes to the grounds of all lots (i.e.: major landscaping, erecting fences, modifying driveways, etc.) will be submitted in writing to the ARC no less than 30 days prior to the Lot Owner's desired contract date.
- iii. The ARC will review submitted plans and may seek the advice of professional architects, landscapers, geologists, or other specialists as part of the plans review process. Costs associated with the review of plans shall be borne by the Lot Owner submitting the plans for review.
- iv. The ARC will render its recommendation for plan approval to the Board no later than 15 days prior to the Lot Owner's desired contract date.
- v. The ARC and Board will make every effort to expedite the review and approval process.
- vi. Any Board approved plan that is not initiated within six (6) months of its approval date must be resubmitted through the ARC for revalidation by the Board.
- vii. Lot Owners should contact the ARC, as they are developing improvement or modification concepts, to determine if they will be required to submit plans for Board approval. If in doubt, ask for the ARC's guidance.
- viii. Lot Owners may submit a phased-plan reflecting their long range plan that is broken into defined periods of construction/work, each with an estimated start and completion date. Once approved, the Lot Owner will notify the ARC of intent to begin work for each phase. All provisions related to lot appearance, materials, timing, etc. defined in these Covenants apply to phased plans.

c. All plans shall show:

- i. The nature of any structure to be built and/or improved, including: kind, shape, height, siding materials, roofing materials, floor plans, elevations, foundation and footing plans, exterior design, color scheme, location and frontage on the lot, and drainage and placement of swales.
- ii. The grading and landscaping of the lot to be built upon or improved; to include the

identification of all mature trees (those with a trunk diameter of greater than four (4) inches) to be retained, the location and description of all new plantings, border-line hedges, and outdoor lighting fixtures.

- iii. The location of the driveway and parking areas, and the material that will constitute the finished surface.
  - iv. The location and capacity of septic systems and drain fields, or identification of sewer hook-ups (once sewers become available). Improvements to or reconstruction of septic systems must also be submitted and approved by the Board. A copy of the Department of Natural Resources and Environmental Control of the State of Delaware (DNREC) septic system permit will be provided to the ARC as part of the construction or reconstruction plan approval process. See this Article's Paragraph-6 (Sanitation) for further details.
- d. Painting the exterior of a dwelling, garage, or other Board-approved structure, or fence or re-roofing a structure; a color different from its original color scheme requires submission of a plan through the ARC, for Board approval.
- e. Nothing herein contained shall apply to matters of interior design or decoration.
- f. The Board shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans or changes, which are not suitable or desirable or complementary to surrounding lots for aesthetic, safety, health, or any other reason.
- g. The ARC shall have the right during the period that construction or modifications to any building or lot is in process to go upon the premises where said work is being performed to make certain that said work is in accordance with the Board approved plan and said work does not violate any restrictions specified in these Covenants, Association Guidelines, or Sussex County or Delaware State Code.
- h. Square footage. The square footage of all dwellings on any lot, counting only under-roof, heated interior space, exclusive of porches, decks, garage or similar non-heated space must be no less than two thousand five hundred (2,500) square feet for a two story home and two thousand (2,000) square feet for a one story home.
- i. Construction Site Requirements. During construction on an undeveloped lot or during major renovation of a developed lot, the Lot Owner will:
- i. Upon commencement of foundation construction or delivery of construction soil/material, emplace silt fencing around the site; emplace and maintain a portable toilet; and emplace and maintain an industrial-size dumpster.
  - ii. Within one (1) week of completion of the foundation, install a temporary driveway consisting of at least three (3) inches of crush and run no less than ninety (90) percent of the length and width of the planned permanent driveway.

iii. Ensure the parking of construction crew vehicles and equipment does not cause traffic congestion or damage to roadways or other lots. The Lot Owner shall bear the costs of all repairs for damages to roads and adjacent lots caused by their construction crews.

j. All approved plans shall become permanent records of the ARC.

### 3. Timely Construction.

a. Once the construction or modification of any building, or major landscaping project has commenced it shall proceed without delay until it is completed, which should occur no later than one (1) year after commencement unless a phased improvement has been approved. Exceptions to this must be submitted in writing through the ARC to the Board for approval and will be granted when such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamity.

b. Cessation of work upon the construction or demolition of any building or major landscaping project once started and before completion thereof for a continuous period of sixty (60) days shall be prima facie evidence of an intent to abandon the same in the partially completed or demolished state and shall be deemed to be a public and a private nuisance. The Board shall have the power to demand an injunction from the Court of Chancery of the State of Delaware compelling completion or demolition within sixty (60) days, with all expenses incurred being the responsibility of the Lot Owner.

### 4. Boundaries and Structure Siting.

a. No building or structure, nor any part thereof, including garages or porches, shall be erected upon or extended:

i. Within forty (40) feet of any abutting street, road, drive, lane or way.

ii. Within fifteen (15) feet of any common side boundary line between any two adjoining lots.

iii. Within twenty (20) feet of any rear boundary line or buffer zone shown on the plot of the development.

iv. Within forty (40) feet of any of Wolfe Runne ponds.

v. Within fifty (50) feet of adjacent non-tidal, freshwater wetlands, as per Condition-8 of the Wolfe Runne Record Plot on file at the Recorder of Deeds in and for Sussex County, Delaware.

b. The Board may grant variances to the set-backs defined in these Covenants, when civil code or law permits. Any costs associated with obtaining or granting variances will be borne by the requesting Lot Owner.

c. When two (2) or more adjoining lots are acquired by a single owner and used as a single building lot, the interior-common boundary between the combined lots is no longer applicable to the specifications above but all other specifications, as related to adjoining lots held by other owners are applicable. Subsequent sale of an individual lot must meet, without exception, all setback requirements defined above.

5. Subdivision of Lots. No lot located within Wolfe Runne shall be subdivided, sold, otherwise transferred in a lesser or smaller parcel than shown on the plot of lands recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware.

6. Sanitation. Every dwelling on any lot shall be equipped with a septic tank and drain field, or other approved on-site functioning sewage disposal system and shall also be of the type and size approved by DNREC for homes within this development. No dwelling and other building erected upon any lot shall be occupied before said sanitation system is operational. This provision shall continue until such time as sewer connections are available.

7. Waterways and Drainage.

a. No lot shall be increased in size by filling-in the water it abuts nor shall any waterway, lake, or pond shown on the plot of the development be filled in for any purpose. The elevation of a lot will not be changed so as to materially affect the surface elevation or natural drainage of surrounding lots.

b. Swales must be maintained on the road front of all lots and lots will be graded in such a manner as to assure run-off of ground water is into the swales.

c. Lots will have silt fencing erected around the perimeter of the lot during construction or improvement to contain soil removed by excavation. Landscaping materials (i.e.: soil, rock, sand, etc.) which are temporarily stockpiled on a lot for construction or an approved improvement will also be surrounded by silt fencing to ensure such materials to do not wash into surrounding roads or lots.

8. Fencing and Hedges.

a. No wall, fence, boundary-line hedge of any height; shall be constructed on any lot until the height, type, design, material, and location are submitted through the ARC and approved in writing by the Board.

b. Fencing must not be forward of a dwelling's rear-line nor present a solid wall or obstruct view into surrounding lands or lots (i.e.: stockade-style or privacy fencing is not acceptable).

c. Chain link fencing is not acceptable.

d. Where there is a pool, a fence of fifty-four (54) inches height is acceptable. All other fences should be thirty-six to forty-eight inches in height (36"- 48").

e. A wall or fence will follow the natural contour of the property and be of a consistent height for its entire length.

#### 9. Vehicles.

a. Each lot owner shall provide space for parking of at least two (2) automobiles off the streets and roads of Wolfe Runne.

b. All commercial vehicles, boats, boat trailers, or trailers - including those vehicles owned or used by owners or occupants - which are to remain permanently on the premises shall be housed in a garage or similar, fully enclosed, structure or not in sight of the roadways.

c. Boats and boat trailers, which are in the process of going into or out of storage, may be parked on the premises or in view of the roadways for a maximum period of two (2) weeks. For periods greater than two weeks, written permission of the Board is required.

d. No disabled vehicle will be allowed to remain in view as a nuisance, nor shall any unlicensed vehicle be allowed to remain more than a reasonable period of time, not to exceed 15 days.

e. No campers, motor homes, or recreational vehicles, shall be permitted on any lot, roadway, or common area within the subdivision. Dump trucks, trailers, and tracked vehicles may only be on lots during periods of active construction, maintenance or repair of residences and common amenities within the subdivision.

f. The operation of unlicensed or unregistered motor or motorized vehicles on the roadways or common areas of Wolfe Runne is a violation of Delaware State Law and prohibited by the Covenants.

#### 10. Garbage Receptacles.

a. Household Receptacles. Each lot shall provide receptacles for garbage and recycling and store such in an area not visible from any interior road. These receptacles may be placed near the roadways on the evening before collection and should be returned to their proper storage site within twenty-four (24) hours.

b. Industrial-size Receptacles. Lot Owners may position and use an industrial-sized receptacle on their lots during periods of major construction or improvements. Lot Owners will notify the ARC of the anticipated dates the receptacles will be emplaced and removed, prior to the receptacle's arrival; and ensure the: siting of the receptacle does not impede the flow of traffic on the roadways; materials in the receptacle do not blow out onto roadways or adjoining lots; and the receptacle is emptied on a regular basis. Industrial-sized receptacles must be removed within fifteen (15) days of a project's completion or if the project's work is halted for more than thirty (30) days.

11. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling or within an accessory building, buried underground or screened from view.

12. Signage.

a. A sign for the purpose of selling a dwelling or lot will be approved by the ARC and conform to set standards, as defined by the ARC.

b. A single commercial contractor's sign maybe displayed on a lot while work is proceeding on the lot or dwelling and shall be no larger than four (4) square feet.

c. Small signs identifying a dwelling has a security system or indicating an environmental hazard (e.g.: fertilizer, pesticide, herbicide use) are permitted. Environmental signs will be removed once the hazard period has expired.

d. No other signs, notices or advertising matter of any nature or description shall be erected, used or permitted except for those approved by the Board.

13. Landscaping.

a. Removal of Mature Trees – No live tree with a trunk diameter of greater than four (4) inches (a mature tree) maybe cut down without prior coordination through the ARC and approval of the Board. Removal of standing dead trees and the pruning of limbs maybe executed without coordination or approval.

b. Undeveloped Lots – No landscape work on an undeveloped lot may begin until the Lot Owner submits detailed plans through the ARC and said plans are approved in writing by the Board, as defined in this Article's paragraph-2.

c. Developed Lots - No major landscaping changes are to be executed until complete and comprehensive landscaping plans are submitted through the ARC and approved in writing by the Board, as is required for undeveloped lots and as is defined in this Article's paragraph-2. Examples of a major landscaping change are: the planting of a borderline hedge, removal of a live borderline hedge, removal of live-mature trees; or any other change that significantly alters the lot's or dwelling's appearance or impacts adjoining lots.

14. Lot Maintenance, Weeds, and Trash.

a. No noxious weeds, fallen or dead trees or shrubs, or accumulated trash of any kind - which creates an unsightly, unsafe, or unsanitary condition - shall be permitted to remain on any lot.

b. All undeveloped lots with cleared areas must be maintained so as to not detract from the beauty of surrounding lots (e.g.: grass will be mowed; tree fall onto the cleared area will be removed; etc.)

c. No building materials (new or old) other than those to be used for an approved construction, improvement, or major landscape plan maybe stockpiled or stored upon any lot.

d. When such offensive debris or trash exists, the Board may first notify the owner / occupant, in writing, to cut and/or remove such offending debris / trash within thirty (30) days. If the owner / occupant shall fail or neglect to comply with this notice, the Board shall be empowered to enter upon such lot, together with such assistance and equipment as may be required, to cut and/or remove the offending material, all without being deemed a trespass and all at the expense of the Lot Owner.

e. This covenant shall not be construed as an obligation on the part of the Association to provide debris, trash, or garbage removal services.

15. Animals. No animals other than commonly recognized domestic pets (i.e.: dogs or cats) are to be housed or kept. Pets shall not be free to roam Wolfe Runne and must be kept indoors, within a fenced area (structural or electrical), or on leash at all times. Pets are not allowed at the Wolfe Runne pool.

16. Satellite Antennas and Dishes. Such antennas and dishes are allowed provided that they are no larger than twenty-four (24) inches in diameter and are located behind the apex line of the roof of the main dwelling, not viewable from the dwelling's front.

17. Clothes Drying. No clothes shall be exposed for airing or drying in front of the rear line of the house on any lot, except when exposure can be hidden behind shrubbery, trellis or other screens so as not to be readily seen from the roadways.

18. Fires. No bonfires, campfires, fires for the burning of trash, rubbish, debris, brush or leaves are permitted. The use of indoor or outdoor fireplaces is permitted.

19. Yard and Estate Sales. The Association sponsors a community-wide yard sale once a year for the benefit of all owners and residents. No owner or group of owners or residents, may conduct an independent yard or estate sale without the written approval of the Board.

20. Utilities. All service lines for the transmission of gas, heating fuels, electricity, telephone and cable service, sewer or septic hook-ups, and water service shall be buried beneath the surface of the earth and shall not be visible until the service's final entrance into the dwelling or structure they serve.

21. Noise.

a. No work or activity, that generates loud noise (i.e.: lawn mowing, chain saws, construction, etc.) shall begin on any lot prior to 7:30 AM during a weekday and 8:00 AM on a weekend, and shall cease by 10:00 P.M.

b. Lot Owners / residents shall keep the volume on all audio or video devices set at a level such that they do not create a nuisance for their neighbors pursuant to Paragraphs-4.2.2.2 and -

4.2.1.2 of Chapter-4 (Prohibited Acts) Part-VII, Title-7 of the Delaware Code, Chapter 71, Section 7105 (Regulations Governing the Control of Noise Per Order No. 82-A-2 of January 20, 1982, as amended July 8, 1982).

c. Lot Owners / residents shall control the noise made by their pet/pets to ensure the pet/pets do not become a nuisance to their neighbors pursuant to Paragraph-4.2.2. of Chapter-4 (Prohibited Acts) Part-VII, Title-7 of the Delaware Code, Chapter 71, Section 7105 (Regulations Governing the Control of Noise Per Order No. 82-A-2 of January 20, 1982, as amended July 8, 1982).

22. Other Structures.

a. There shall not be erected, permitted, or maintained upon any of the lots within Wolfe Runne any shack, barn, stable, cattle yard, hog pen, fowl yard, or building or structure of this nature or description.

b. Lot Owners desiring to erect or construct any building or structure other than those prohibited above, or a dwelling or garage, will submit plans (in accordance with this Article's paragraph-2) through the ARC for the Board's written approval.

23. Playground Equipment. Siting of playground equipment will be coordinated with the ARC. Playground equipment must be maintained so as to not present an unsightly or unkempt appearance.

24. Ponds.

a. Fishing in the ponds shall be on the basis of 'catch and release' and shall be for the enjoyment of Lot Owners, their families, and guests; and residents of Wolfe Runne.

b. No swimming, boating, or skating is allowed on Wolfe Runne ponds.

25. Amenities (Swimming Pool & Tennis Courts). The use of Wolfe Runne Amenities is at the user's risk. All Lot Owners / residents must sign a liability release form before they may use the Wolfe Runne swimming pool. Lot Owners and residents are responsible for their guests who use the Wolfe Runne Amenities.

26. The Board will interpret all restrictions contained in these Covenants as is most practical for all concerned and known by all to be in the interest of the majority of the community, and as to remain true to Article-Two of these Covenants.



## ARTICLE FOUR

### Reservations

#### 1. Easements.

a. The Board reserves the right to grant easements over, under, on or through the Common Areas, all roads, and the designated areas of the lots as shown on the Record Plot for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, inspection of: sewer, water service and drainage, electric, gas, television, telephone and cable facilities and wires, lines, conduits and other necessary and proper connection attachments of services / utilities for the benefit of the property, and federal, state or local authority, commission or agency having jurisdiction there over or any corporation, either public, quasi –public or private supplying or serving such facilities.

b. The Board expressly reserves the right to assign or transfer, in whole or in part, any open space or common area, and any or all of such easements to any public or quasi-public service company, municipal-corporation or agency.

c. Representatives of utility companies, private or quasi-public, and the representatives of public agencies shall have the right to enter upon lands subject to such easements at any time, for any of the utilitarian purposes for which these easements are reserved.

d. Each home-site within Wolfe Runne contains a ten foot (10') easement around the periphery of the home-site. When the Lot Owner's propane tank is installed underground, the tank must be located outside of this ten foot (10') easement.

#### 2. Roadways.

a. All streets and roads shown on the plot of Wolfe Runne are owned and maintained by the State of Delaware for the use of Lot Owners and the general public. Inherent therein, all Lot Owners and the general public, have the right of free and uninterrupted use of the roads for convenient ingress, egress, and passage to and from various parts of Wolfe Runne and to and from points outside of Wolfe Runne.

b. No unlicensed-, unregistered-, untagged-motorized vehicle or animal-drawn vehicle may be operated upon them, unless said vehicle is performing maintenance or construction on a Wolfe Runne lot or grounds, or roadway.

c. No road, lane, alley, or other thoroughfare, except those laid out on the plot of Wolfe Runne, shall be opened or used over, across or upon any of the numbered adjacent lots in Wolfe Runne.

d. Nothing contained in this document-shall be construed to obligate the Association to construct, build or otherwise provide improved surfaces for any of said ways or means of ingress, egress, and passage in Wolfe Runne.

3. Ponds and Access to the Ponds.

a. Maintenance and operation of the ponds or other waterways shall be the sole responsibility of the Association.

b. The Association acknowledges all residents of Wolfe Runne are entitled to have free and easy access to the ponds. To enable access, the Wolfe Runne plot map shows there are right-of-ways between Lots 52 and 53 and Lots 42 and 41 for access to the Cutter Court pond; and between Lots 70 and 71, and Lots 82 and 81 for access to the Spinnaker pond.

4. Amenities.

a. Maintenance of the Wolfe Runne amenities (swimming pool and tennis courts) shall be the sole responsibility of the Association.

b. Before any Wolfe Runne amenity is removed, added / added to or substantially altered or modified, there must be a vote of the members at a meeting of the General Membership and such vote shall be by written ballot. To add, add to, do away with any existing amenity or substantially alter or modify said amenities requires an approval of 55 Wolfe Runne Lots.

5. Sanitation. The Association reserves the right, in the interest of the health, comfort, rest, and welfare of the owners and residents of lots within Wolfe Runne to establish, maintain, and enforce regulations for the disposal and removal of garbage, sewage, and rubbish; for the delivery of necessities, provisions, merchandise, the visitation of tradesmen, and any other similar services. This covenant shall not be construed as an obligation on the part of the Association to provide debris, trash, or garbage removal services.

6. Utilities. Nothing contained in this document shall prevent the installation of any utilities and drains in, on, over or under any way or means of ingress, egress, and passage in Wolfe Runne.

7. Liability. Nothing contained in this document shall impose upon the Association any liability for property damage and/or personal injury occurring to any person whomsoever by reason of the use of the streets, roads, entranceways, amenities, waters (in or adjacent to Wolfe Runne) and/or easements or the enforcement of these Covenants or Guidelines, any action taken pursuant to these Covenants or Guidelines or any other actions or failure to act hereunder. All persons using the aforementioned ways, amenities, waters, and/or easements shall do so at their own risk.

## **ARTICLE FIVE**

### **Transfer of Wolfe Runne Properties and Conditions**

1. Options to Repurchase.

a. In the event a Wolfe Runne Lot Owner desires to sell their lot, together with its buildings

and improvements (if any), then the Owner shall first submit, in writing, to the Association's Board of Directors: the name and address of the prospective purchaser, the amount of the proposed purchase price, the terms and conditions of payment of the proposed purchase price, together with a prior offer to convey the lot, together with its buildings and improvements (if any), to the Association at the same price and on the same terms and conditions.

b. The Association shall have thirty (30) days from and after its receipt of such prior offer within which to exercise its prior option to purchase such lot, together with its buildings and improvements (if any) at the same price and upon the same terms and condition.

c. Should the Association fail or refuse - within thirty (30) days after receipt of such prior-offer written notice of the prospective purchaser, price, and terms - to exercise its option to purchase the lot, then the owner of said lot shall have the full and free right to sell the same unto the prospective purchaser named in the notice under the same terms and conditions presented to Association, SUBJECT, ALWAYS, to all specifications contained in these Covenants.

## 2. DUCIOA.

a. The provisions of the Delaware Uniform Common Interest Ownership Act (DUCIOA; DE Title-25, Chapter-81) requires the Association to provide a prospective lot buyer copies of the Association's By-Laws, Covenants, Guidelines, and financial information; for the prospective buyer's review prior the buyer's final decision to purchase a lot in Wolfe Runne.

b. The Association's compliance with the DUCIOA's provisions affirms a New Lot Owner has been provided and had the opportunity to review, as required by Delaware law, the Association's By-Laws, Covenants, and Guidelines; and the New Lot Owner's decision to procure a lot in Wolfe Runne, is then acceptance of all specifications contained in the aforementioned documents.

3. Requirements at Settlement. At the settlement where ownership of a Wolfe Runne lot conveys to a new owner, the Closing Attorney shall, on behalf of the Association, collect from the buyer and forward to the Association:

a. The Impact Assessment Fee (as set by the By-Laws).

b. A written statement from the buyer that she/he:

i. In accordance with the provisions of DUCIOA, did receive a copy of the Association's By-Laws, Covenants, Guidelines, and Policies.

ii. Accepts membership in the Association, as required by those documents.

iii. Accepts all specifications in said documents.

- c. Any costs or charges related to this action shall be borne by the selling Lot Owner.
4. Transfers through Testamentary Action. When property in Wolfe Runne passes to a Lot Owner's heirs, as part of the Lot Owner's Estate; the Estate Attorney shall:
- a. Request from the Association copies of the Association's By-Laws, Covenants, Guidelines, and Policies.
  - b. Obtain from the receiving heirs and forward to the Association, a written statement that the heirs:
    - i. Have received the aforementioned Association documents.
    - ii. Accept membership in the Association, as required by those documents.
    - iii. Accept all specification in said documents.
  - c. Costs or charges related to this action shall be borne by the Lot Owner's Estate.

## **ARTICLE SIX**

### **Modification of these Covenants**

The above and foregoing Covenants shall run with the land and the title thereto, and the same shall be binding upon all parties hereto and upon all persons claiming thereunder, as well as their respective heirs, successors, and assigns; as the case may be, in perpetuity; PROVIDED, HOWEVER, the Association, with the vote or written consent of no less than fifty-five (55) of the numbered lots in Wolfe Runne, shall have the power to waive, abandon, terminate, modify, alter, change, amend eliminate or add to the specifications contained in these Covenants, at any time.

Any such action shall take effect when a written copy of such changes, executed and acknowledged by Wolfe Runne Homeowners Association, together with the written consents of fifty-five (55) of the numbered lots, or a certificate by the Association verified under oath by the President thereof, or in the case of his absence or inability, by the Vice-President thereof, setting forth the time, manner, and results of the Wolfe Runne vote to approve modifications to these Covenants, has been filed for record in the Office of the Recorder of Deeds for Sussex County, Delaware.

The invalidating of any one of the foregoing specifications of these Covenants by any court of competent jurisdiction shall in no wise affect or impair the full force and effect of all other specifications, nor any of the provisions thereof, as are not expressly invalidated thereby shall remain in full force and effect.

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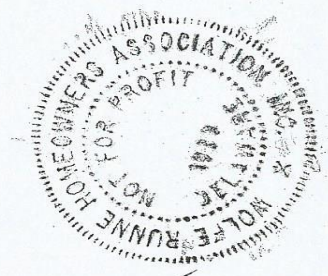
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Any change in law which makes a specification in this document more restrictive than stated herein or which changes a definition herein shall carry to this document.

WOLFE RUNNE PROPERTY OWNERS ASSOCIATION, Inc.

By: *Francis G. Mahon*  
FRANCIS G. MAHON, President

(Corporate Seal)



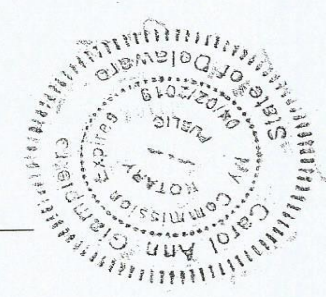
STATE OF DELAWARE :  
: SS.  
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 11 day of January 2017, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Francis G. Mahon, President of Wolfe Runne Property Association, Inc., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of Francis G. Mahon, President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation after a vote and approval of more than sixty-six percent (66%) of the owners of lots in Wolfe Runne.

*Francis G. Mahon*  
FRANCIS G. MAHON  
President, Wolfe Runne Homeowners Association, Inc.

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

*Carol Ann Giampietro*  
NOTARY PUBLIC



CAROL ANN GIAMPIETRO  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires 04-02-2019