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268.04 & 311.00 through 342.00
Prepared By & Return To: Tunnell & Raysor, P.A.
P.O. Box 151, Georgetown, DE 19947
MRS

**AMENDED AND RESTATED
DECLARATION AND RESTRICTIONS
FOR SHIPCARPENTER SQUARE**

WHEREAS, Shipcarpenter Square Association, Inc. [hereinafter referred to as "Association"] and the members thereof, being owners of Lots in Shipcarpenter Square, a subdivision in Lewes & Rehoboth Hundred, Sussex County, Delaware [hereinafter referred to as "Owners"] are bound by a certain Declaration and Restrictions for Shipcarpenter Square recorded in the Office of the Recorder of Deeds, in and for Sussex County, in Georgetown, Delaware, in Deed Book 1209, page 246, et seq.; as amended by amendments recorded in Deed Book 1649, page 16; Deed Book 1700, page 183, et seq.; Deed Book 1867, page 215, et seq.; Deed Book 2073, page 212, et seq.; and Deed Book 2138, page 072; and

WHEREAS, said Declaration and Restrictions, as amended, are applicable to Shipcarpenter Square, recorded in Plot Book 28, page 103 and Plot Book 28, page 37 [hereinafter referred to as "Shipcarpenter Square"]; and

WHEREAS, the Association and Owners desire to amend the Declaration and Restrictions, as amended, by: (1) providing greater detail about the election and operation of the Board of Trustees; (2) establishing an Architectural Review Committee and providing for the operation thereof; (3) including additional budget requirements, (4) limiting the expenditures of the Board of Trustees; (5) further establishing a method of collecting past due assessment; (6) establishing a reserve fund; (6) limiting rentals; (7) revising existing covenants regarding the proper use of property in Shipcarpenter Square; and (8) correcting typographical and grammatical errors; and

WHEREAS, because several revisions of the Declaration and Restrictions have been made in the past, the Association and Owners desire to restate the Declaration and Restrictions in their entirety so that one (1) comprehensive document, which incorporates all original provisions and amendments thereto, shall exist for easier owner reference; and

WHEREAS, this amendment is intended to amend the Declaration and Restrictions, as amended, as generally described above, and, further, to restate said Declaration and Restrictions in their entirety; and

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WHEREAS, pursuant to the authority established in the Declaration and Restrictions, as amended, paragraph 2, the Declaration and Restrictions may be amended by and with the vote or written consent of no less than sixty percent (60%) of the then Owners of all Lots in Shipcarpenter Square;

NOW THEREFORE Shipcarpenter Square Association, Inc. and the Owners of Lots in Shipcarpenter Square, do hereby amend and restate in their entirety the Declaration and Restrictions for Shipcarpenter Square, incorporating all original provisions and all amendments made thereto to date, as follows:

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1. Applicability

These Restrictions shall apply to all lots within the Subdivision.

2. Duration and Amendments

The foregoing Restrictions shall run with the land, and the title thereto, as herein and hereby conveyed, and the same shall be binding upon all persons claiming hereunder, as well as their respective heirs, successors, and assigns, as the case may be, in perpetuity: SUBJECT, HOWEVER, TO THE PROVISO that Shipcarpenter Square Association, Inc., by and with the vote or written consent of no less than sixty percent (60%) of the then owners of all the lots in Shipcarpenter Square, shall have the power to waive, abandon, terminate, modify, alter,

change, amend or add to these Restrictions, or any of them, at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment, or addition shall take effect when a copy thereof, executed and acknowledged by the Association, in accord with the usual form of execution and acknowledgment of deeds to land, by a Delaware corporation, together with the written consents of the requisite number of lot owners, or a certificate by the Association verified under oath by the President thereof, or in the case of his absence or inability, by any Vice-President thereof, setting forth the time, manner and result of the taking of the vote of all the lot owners, have been filed for record in the Office of the Recorder of Deeds of the State of Delaware, in and for Sussex County shall thereafter remain in effect in perpetuity, unless and until it shall thereafter be waived, abandoned, terminated, modified, altered, changed, amended, or added to, as the case may be. In the taking of any such vote, or the obtaining of any such written consent, of the lot owners, each owner shall have as many votes or consents as he, she, it, or they may own lots.

3. Mutuality of Benefit and Obligation

The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of the lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of the lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots and their respective owners.

4. Shipcarpenter Square Association, Inc.

- A. Every person who acquires legal title to any lot in the Subdivision shall become a member of the Shipcarpenter Square Association, Inc., a Delaware non-profit corporation, herein referred to as "Association."
- B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision.
- C. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the governing of the Subdivision.
- D. The Association shall have all the powers that are set out in its Articles of Incorporation and all other powers that belong to it by operation of law.

- E. The Board of the Association shall have the right to suspend the voting rights (if any) of any Association member:
- a. For any period during which any Association charge owed by the member remains unpaid; or
 - b. During the period of any continuing violation of the Restrictions for the Subdivision, after the existence of the violation has been declared by the Board of Trustees of the Association.

5. Board of Trustees

- A. Members of the Association shall elect a Board of Trustees (hereinafter "Board") which shall consist of three (3) or five (5) members who shall have sole responsibility for enforcing the rules and the Restrictions. Commencing with the next annual election following the recording of these Declaration and Restrictions, one (1) or two (2) Trustees shall be elected for a term of three (3) years, and one (1) or two (2) Trustees shall be elected for a term of two (2) years, and one (1) Trustee shall be elected for a term of one (1) year. Upon the expiration of these initial terms, the term of each Trustee shall be three (3) years. An election shall be held annually so that each year each of the Trustees shall be elected annually for a term of three (3) years. No person shall be eligible to serve on the Board who has already completed two (2) successive terms; provided, however, that any persons shall become eligible to re-serve on the Board after three (3) years of non-service on the Board. In the event of a death, disability or resignation of any elected Trustee, that Trustee's remaining term shall be filled by the appointment of a replacement Trustee by the unanimous vote of the remaining elected Trustees. Only lot owners shall have the power to vote. Votes shall be weighed one (1) per lot, and in the case of co-owners of a lot, shall not be divisible. Voting by proxy given to the Secretary before or at the meeting shall be allowed.
- B. The first Board of Trustees was elected by the Association in 1989. Prior to that time Lewes Restoration Inc., hereinafter referred to as LRI, exclusively exercised all powers given to the Board by Declaration of record for Shipcarpenter Square.
- C. At its discretion the Board may delegate any or all of its powers to one (1) or more committees which it appoints. However, the Board shall retain the power to change any decision made by a committee, and may dissolve a committee or revoke or limit its powers at any time.

- D. The Association shall elect three (3) officers from among the Trustees. The officers shall include a President, Vice President and Secretary/Treasurer who shall be elected based upon a sixty percent (60%) vote of all homeowners represented at the annual meeting. The officers shall serve for one (1) year terms. In the event of a death, disability or resignation of the President, the Vice President shall serve as President for the remainder of the term. In the event of the death, disability or resignation of the Vice President or Secretary/Treasurer, the President shall appoint a replacement for the balance of the term.

- E. The Board shall establish an Architectural Review Committee (hereinafter "ARC"), which shall discharge the powers and duties specified in paragraph 8 and 9 hereof. The ARC shall consist of three (3) voting members of the Association. Commencing with the next annual election after the recording of these Declaration and Restrictions, a Chairman shall be elected by the homeowners at the Annual Meeting for an initial term of three (3) years. The other two (2) members shall be appointed by the Board and Chairman of the ARC. Commencing with the next annual election, one (1) Member shall be appointed for a term of two (2) years and one (1) Member shall be appointed for a term of one (1) year. Upon the expiration of these initial terms, the term of each Member shall be three (3) years. The Vice-President of the Association shall serve as a non-voting member of the ARC and may attend all ARC meetings.

6. Finances

- A. The Board shall set and collect dues annually for the purpose of capital and operating expenses and of retiring any deficit carried over from the previous year. The Board shall compile a proposed line item budget annually which shall also contain the previous years' budget and detailed expenses. This budget shall be circulated to all members of the Association for their information and comment no more than thirty (30) days nor less than fourteen (14) days before a duly noticed meeting of the Association for the purpose of the voting members to adopt or amend the proposed budget. The budget meeting shall be held in November or December of each year to approve a budget for the following year. A detailed financial statement shall be distributed to the Association members no later than sixty (60) days after the end of the fiscal year, which shall be December 31st.

- B. Dues shall be payable by Property owners upon demand of the Board, as approved by a duly noticed meeting by a sixty percent (60%) vote of all members. Dues shall be apportioned equally among all lots, pro-rated from the time the property owner acquires a lot. Annual dues shall be set in conjunction with the approval of the budget and shall be due and payable by the end of January for each fiscal year. The Association shall have the right to enforce the payment of dues, plus reasonable

legal expenses and attorneys fees, and collect such dues, expenses and fees by all remedies including but not limited to recording a lien against the property for which dues are delinquent.

- C. The Association's fiscal year shall be the calendar year.
- D. The Board shall not expend in excess of \$2,000 on any line item capital or operating expense not shown on the approved budget without first receiving the approval of at least sixty percent (60%) of all members of the Association.
- E. An Association reserve fund shall be maintained at all times containing a minimum balance of one thousand dollars (\$1,000.00).

7. The Commons

- A. The Association shall have responsibility for maintaining the common land located in the center of the Subdivision, hereafter called "the commons", and also the unpaved portion of the internal right-of-way to be dedicated to the City of Lewes by LRI. Responsibility for maintaining the unpaved portion of the Shipcarpenter Square side of the rights-of-way containing Third, Fourth, and Shipcarpenter Streets and Burton Avenue shall reside with the individual lot owner, as provided by city ordinance.
- B. The Association shall determine appropriate general uses of the commons and shall individually approve any specific use.
- C. All lot owners and their lessees shall have pedestrian access to the commons along two five-foot (5') wide corridors, one (1) being on Lot 32 along its boundary with Lot 33 and the other being on Lot 25 along its boundary with Lot 26.
- D. At the time that the last lot has been sold or transferred, LRI shall deed title to the commons to the Association for the sum of One Dollar (\$1).

8. Association Approval of Building Plans and Specifications

- A. All plans and specifications for any structure or improvement whatsoever to be erected on any lot or changes to or replacement of any existing structure, including walls, fences, and secondary buildings; the construction material; the roof and exterior color scheme; any later changes or additions after initial approval thereof; and any remodeling, reconstruction, alteration, or addition thereto on any lot shall

be subject to and shall require the approval in writing of the Board of Trustees or its designated committee before any such work is commenced. The designated committee to be established for this purpose shall be known as the Architectural Review Committee.

B. The Architectural Review Committee (ARC) shall review and approve all submissions concerning the movement of structures onto the lots of the Shipcarpenter Square subdivision inclusive of all planned renovation/modification necessary for occupancy. The review criteria shall include – but are not limited to – the provisions to the Declaration and Restrictions for Shipcarpenter Square as specified in paragraphs 8 and 9 herein. The following supplemental ARC criteria are included for clarification. The evolution of the current Shipcarpenter Square house configurations does not necessarily establish precedence for ARC determination of a submission's architectural and aesthetic compatibility.

- i. To ensure the continued architectural and aesthetic characteristics of Shipcarpenter Square, only original structures covering the period circa 1899 or earlier shall be considered for relocation onto vacant lots of the subdivision. Only applications for complete restoration and modifications that will result in a finished single family residence will be considered by the ARC. The ARC may, at its sole discretion, require a developer's bond sufficient to insure that construction will be completed within a reasonable time frame.
- ii. Definition of the planned structure and modifications shall be submitted to the ARC in the form of drawings and specifications. ARC approval must be given prior to any site preparation, moving of an original structure, delivery of construction materials on site, and application for required permits. The drawings shall include – but are not limited to – a dimensional plot plan and all elevations to lot lines showing interfaces with adjacent properties. Drawing quality shall be of sufficient scale and detail to enable the preparation of construction drawings. These drawings and specs shall form the basis of the approved configuration. Subsequent changes to an approved configuration will require further ARC review and approval. Factors of the review detail include, but are not limited to:

- Exterior finish and color
- Roof configuration and material
- Window and door treatment
- Fence configuration
- Compatibility with original structure

- iii. Additions to the original structure are limited to the rear of the original structure's back wall. Only one outbuilding shall be allowed and it must be situated in back of the original structure with modifications. Any addition, modification or accessory structure shall not exceed the height of the original structure's roof line.
- iv. For lots interfacing with the Shipcarpenter Square commons, structures shall be set back 25 feet (25') from the commons. All other set backs and heights shall be in compliance with the applicable City of Lewes Code.
- v. The Board reserves the right to modify these guidelines at any time without prior notice.

C. The ARC shall approve or disapprove plans, specifications and details within thirty (30) days from receipt thereof, and notify the owner submitting the proposal of its decision in writing within that time period. Any disapproval of plans shall include the details relating to such action. In the event the ARC rejects or fails to approve a proposal within thirty (30) days of its submission, the affected owner may request a meeting with the ARC within fourteen (14) days after the expiration of the thirty (30) day period or receipt of the rejection, whichever occurs first. Such a request must be written and sent to the Chairman of the ARC. Any requested meeting shall occur within ten (10) days after receipt of the request. The ARC shall provide a written response within thirty (30) days of the meeting. Any failure of the ARC to act within the specified time frame will be deemed as approval of the plans as submitted. If the proposed plans are again rejected by the ARC after this meeting, the owner may appeal the decision to the Board of Trustees in writing within seven (7) days of the rejection. The Board shall meet with the owner appealing the ARC decision within ten (10) days of the notice of appeal and render its decision within (10) days of the meeting. In the event the proposed plans are rejected by the Board, the owner may appeal this decision to a special meeting of the Association. Such special meeting shall be scheduled within (30) days of the Board's decision. Approval of a variance shall require an affirmative vote of sixty percent (60%) of all members represented at a duly noticed meeting. The decision of the Association at the special meeting shall be final. It is agreed hereto that all times specified in this Section C of these Restrictions are mandatory and of the essence, and the failure to meet any of the times specified herein shall require the owner to commence the application process anew.

D. All construction approved by the ARC shall be commenced within six (6) months of the date of the granting of the approval. If construction has not been commenced within six (6) months of the date of said approval all plans must be re-submitted to the ARC for reconsideration.

- E. The ARC shall have the authority to set up regulations as to the height, size and placement requirements for all types of buildings and structures, including fences, walls, etc.
- F. The ARC shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these Restrictions; if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of the lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete; or in the event the Board deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof.
- G. Commencement of construction on any improvement whatsoever to be erected on any lot, or changes or replacement to any existing structure without complying with the review process herein stated in Section C, shall presumptively entitle the Board to injunctive relief to require removal of any commenced improvement, or in the alternative, shall be presumed to be a nuisance and a trespass on an easement imposed on each lot not to build any improved or structural modification to any lot without prior approval of the ARC.
- H. The provisions for architectural review shall apply to the placement of a primary structure on any lot, to any addition or modification to any structure originally approved, and to any proposed addition, modification, or outbuilding on any lot in Shipcarpenter Square. An addition or modification shall be any addition or modification to any structure that is in existence as of the effective date of recording this Amendment.
- I. Additions shall include, but not be limited to, new roofs, walls, railings, or windows, any accessory room, which means a room attached to a prior structure, or any unattached accessory structure.

9. Restrictions for Shipcarpenter Square

- A. All of the lots shall be used for private residential purposes only, and no building of any kind whatsoever shall be erected, maintained, or used thereon except private dwelling houses. Residential purposes and use of the lots may include rental of the improvements on a lot for residential purposes only; provided however, the rentals are restricted to a minimum rental term to the Lessee(s) of three (3) months. Any improvement leased to a Lessee for an allowed term may not be sublet. Residential use for rental shall be limited to one (1) family. Duplexes and other multi-family dwellings are specifically prohibited. A secondary building may be used as a guest

house only by the respective owners, tenants, or occupants of the lot and their guests, friends, and domestic employees without the payment of rental. No one shall reside on any lot, casually, temporarily, or permanently, except in a dwelling house. No building shall be moved upon any lot or lots without the lot owner first obtaining the written approval of the Association.

- B. No outside toilet or individual water well shall be constructed on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to the municipal sewage system.
- C. All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Association, excepting "FOR SALE" or "FOR RENT" signs, which may be displayed upon any given lot if the same does not exceed the size permitted by the Zoning Ordinance of the City of Lewes.
- D. No stripped down, partially wrecked, or junk motor vehicle, or sizeable part thereof, shall be permitted to be parked on any street in the Subdivision or on any lot in such a manner as to be visible to the occupants of other lots within the Subdivision.
- E. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of wood, trash, garbage or household refuse shall be permitted.
- F. No oil or natural gas drilling, refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. However, the Association may permit drilling for the purpose of a ground water heating and cooling system.
- G. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
- H. Every tank for the storage of fuel installed outside any building in the Subdivision shall be located inside, buried below the surface of the ground, or screened to the satisfaction of the Association by fencing or shrubbery. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be located inside, buried below the surface of the ground, or screened to the satisfaction of the Association by fencing or shrubbery. As soon as the access road interior to the Subdivision is completed, all refuse shall be put out for collection along this road, and not on any of the streets surrounding the Subdivision.

- I. Roof, wall or ground based antennae for electronic reception, or any other purpose, unless approved for installation by the ARC after plans showing the location and screening or efforts to make the facilities non-observable, are prohibited.
- J. No animals or livestock of any description, except the usual household pets, shall be kept on any lot. No dog shall be left on a lot tied to an immovable object by rope, chain, or other means. The Association may permit a dog or cat kennel if it is constructed and screened from view to the Association's satisfaction. Dogs owned by property owners or their lessees may be walked in the commons only if they are on leashes. Dog walkers shall be responsible for removing any droppings left on the commons by dogs. Trash receptacles on the commons shall not be used for depositing dog droppings.
- K. No clothes or laundry shall be exposed for airing or drying.
- L. No firewood shall be stored in front of the rear line of the house on any lot.
- M. No driveway shall be built to connect with any of the four (4) streets surrounding the Subdivision, nor shall any automobile be parked in front of the rear line of the house on any lot. All driveways shall be connected to the internal road.
- N. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. If a lot or the improvements on it become unsightly, unsanitary, or unsafe, the Association shall remedy the condition at the expense of the offending property owner. In the event an owner of any lot in the Subdivision shall fail to maintain the lot or any primary improvements situated thereon in a manner satisfactory to the Board of Trustees of the Association, the Association shall have the right, through its agents and employees, to enter upon said lot and repair, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. Such right shall not be exercised unless the majority of such Board of Trustees shall have voted in favor of its being exercised. The cost of such exterior maintenance shall be payable upon demand. However, prior to the Association undertaking to maintain improvements on any lot which the Owner has failed to maintain, the Association must give the Owner thirty (30) days notice by registered mail, return receipt delivery, or other receipted mail notice and an opportunity to cure. Each finished lot is required to have landscaping which must be approved by the ARC and such approved landscaping must be completed within six (6) months of the completion of any house construction on the lot.

- O. No outside decorations, including but not limited to, statues, plaques, birdbaths, and lamp posts, shall be placed on a lot or attached to a house or secondary building except those decorations that are placed behind the rear line of the original house. This restriction does not apply to trees, shrubs, and other forms of plant life.
- P. No business of any kind shall be kept or maintained on any lot in the subdivision except for a business use which is incidental to the residential use of the property and is consistent with City of Lewes zoning requirements.
- Q. No lot may be subdivided, nor any portion of a lot leased, except for the purpose of sale or lease to the owner of the lot adjacent to the portion to be subdivided or leased. No additional house or secondary building shall be permitted on land so subdivided or leased.
- R. Any dwelling or outbuilding on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm, or from any other cause or act of God may be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.
- S. No trees shall be removed from any lot in the Subdivision without the written consent of the Association.
- T. No open storage of commercial equipment, watercraft, recreational vehicles or trailers of any kind are permitted on any lot of the subdivision. Parking of automobiles, non-commercial vans or trucks of 3/4 ton or less in driveways of lots of the subdivision is restricted to those actively used by homeowners or their guests.
- U. Any addition or accessory structure shall not exceed the height of the original structure's roof line.

10. Variances

The Association may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the Restrictions; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the Subdivision.

11. Easements

- A. LRI has dedicated or will dedicate to the City of Lewes and/or the appropriate utility company or companies rights-of-way and easement areas for the installation and maintenance of public utilities.
- B. On each lot, the rights-of-way and easement areas reserved by LRI or dedicated to public utilities purposes shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of utilities.

12. Remedies

- A. The Association or any party to whose benefit these Restrictions inure may proceed in law or in equity to prevent the occurrence, continuation, or violation of any of these Restrictions, and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.
- B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

13. Grantees' Acceptance

- A. The grantee of any lot subject to this Declaration shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from LRI or a subsequent owner of such lot, accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also the jurisdiction, rights and powers of LRI, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with LRI, and to and with the grantees and subsequent owners of each of the lots within the Subdivision to keep, observe, comply with and perform the Restrictions and agreements.

- B. Each grantee also agrees, by such acceptance, to assume, as against LRI, its successors or assigns, all the risks and hazards of ownership or occupancy attendant to a lot.

14. Severability

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" equality of any other one of the Restrictions.

15. Captions

The underlined captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, Shipcarpenter Square Association, Inc. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, attested by its Secretary on this 19TH day of NOV A.D. 2003.

SHIPCARPENTER SQUARE ASSOCIATION, INC.

BY: Thomas Crowley
Thomas Crowley, President

(Corporate Seal)

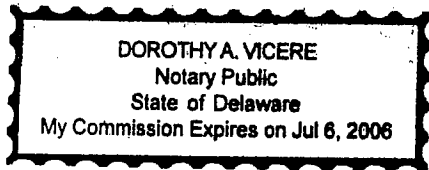
ATTEST: Joan Reader
Joan Reader, Secretary/Treasurer

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 19TH, day of NOV, A.D. 2003, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, Thomas Crowley, President of Shipcarpenter Square Association, Inc., a corporation 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 the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

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

Dorothy A. Vicere
Notary Public



Type or Print Name of Notary

Commission Expires: _____

EXHIBIT "A"

**CERTIFICATION BY SHIPCARPENTER SQUARE ASSOCIATION, INC.
PERTAINING TO THE ADOPTION OF AN AMENDED AND RESTATED
DECLARATION AND RESTRICTIONS FOR SHIPCARPENTER SQUARE,
LEWES AND REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE**

SHIPCARPENTER SQUARE ASSOCIATION, INC., a Delaware non-stock corporation, by and through its President, does hereby make this **CERTIFICATION**, which is made and kept in the regular course of business of the Association, as a regular practice of the Association to make this Certification, and as a regularly maintained business record, to certify that an Amendment to and Restatement of the Declaration and Restrictions for Shipcarpenter Square, recorded in Deed Book 1209, page 246, et seq., as amended in Deed Book 1649, page 16, as amended in Deed Book 1700, page 183, et seq., as amended in Deed Book 1867, page 215, et seq., as amended in Deed Book 2073, page 212, et seq., and as amended in Deed Book 2138, page 072, et seq., in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, has been adopted providing for the restatement of the Declaration and Restrictions, incorporating all original provisions and all amendments made thereto to date, and providing for amendments which: (1) provide greater detail about the election and operation of the Board of Trustees; (2) establish an Architectural Review Committee and provide for the operation thereof; (3) include additional budget requirements; (4) limit the expenditures of the Board of Trustees; (5) further establish a method of collecting past due assessment; (6) establish a reserve fund; (6) limit rentals; (7) revise existing covenants regarding the proper use of property in Shipcarpenter Square; and (8) correct typographical and grammatical errors. The plot of Shipcarpenter Square is recorded in Plot Book 28, page 103 and Plot Book 28, page 37, both of which are recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, and which are incorporated by reference herein.

I, Thomas Crowley, President of Shipcarpenter Square Association, Inc., hereby certify that the Declaration and Restrictions for Shipcarpenter Square recorded among the land records of Sussex County, Delaware, in the Office of the Recorder of Deeds of Sussex County under the name and style of Declaration and Restrictions for Shipcarpenter Square in Deed Book 1209, page 246, et seq., as amended in Deed Book 1649, page 16, as amended in Deed Book 1700, page 183, et seq., as amended in Deed Book 1867, page 215, et seq., as amended in Deed Book 2073, page 212, et seq., and as amended in Deed Book 2138, page 072, et seq., has been restated and amended pursuant to the vote of no less than sixty percent (60%) of the Owners of all Lots in Shipcarpenter Square taken at a meeting of all Owners in Shipcarpenter Square on June 28, 2003. Said vote was taken in accordance with paragraph 2 of the Declaration and Restrictions to amend and restate said Declaration and Restrictions as set out and more particularly described in the Amendment to which this Certification is attached.

IN WITNESS WHEREOF, Shipcarpenter Square Association, Inc. has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, attested by its Secretary on this 19th day of NOV A.D. 2003.

SHIPCARPENTER SQUARE ASSOCIATION, INC.

BY: Thomas Crowley
Thomas Crowley, President

(Corporate Seal)

ATTEST: Joan Reader
Joan Reader, Secretary/Treasurer

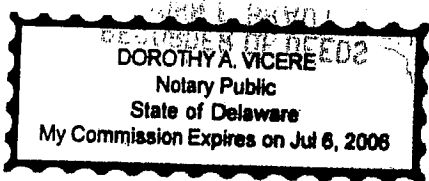
STATE OF DELAWARE :
: SS.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 19th day of NOV, A.D. 2003, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, Thomas Crowley, President of Shipcarpenter Square Association, Inc., a corporation 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 the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

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

03 NOV 22 AM 11:12

Brady A. Vicere
Notary Public



Type or Print Name of Notary

Commission Expires: _____

RECORDER OF DEEDS
JOHN F. BRADY

03 NOV 25 AM 11:47

SUSSEX COUNTY
DOC. SURCHARGE PAID

Received

NOV 26 2003

ASSESSMENT DIVISION
OF SUSSEX CTY