

## **KINGSTON RIDGE DEVELOPMENT DEED RESTRICTIONS Lots #1 - #88**

KNOW ALL MEN BY THESE PRESENTS, that James D & Mary Beth Parker, with office at 415 W. Dupont Hwy., Millsboro, Delaware, 19966, is the owner of the premises (consisting of lots numbered 1 through 88) shown upon the plot of Kingston Ridge, which is dated July 20, 2005, and of record in the office of the Recorder of Deeds, in and for Sussex County, in Plot Book 94, Page(s) 203-206. We the owners do hereby covenant and agree to and with all persons, firms, or corporations now owning or hereinafter acquiring any property of lots upon said plot that said lots are hereby subjected to the following restrictive covenants, reservations, and remedial clauses, as to the use thereof, running with said property by whomever owned, to wit:

1. Lots must be used primary for single family residential use only. No offensive or illegal activity shall be carried on, in or on any lot. However, certain small business activities may be done in the home.
2. Not more than one dwelling shall be erected upon any one lot except a private garage or other small accessory buildings in addition to the dwelling. These buildings must be used for private use only. And must be of the same materials and colors as the main dwelling. The Kingston Ridge Homeowners Association must approve these sheds or small buildings. There may either be a detached garage or a storage shed. There cannot be both on a lot.

If a storage shed is requested the following conditions apply:

- 1.) The minimum size is 12' x 16'.
- 2.) Shed must have an A-frame roof with a 7/12 roof pitch.
- 3.) Shed must have a minimum 6" overhang.
- 4.) Shed must have the same roof shingles and siding as home.
- 5.) The minimum sidewall height is 6'6".
- 6.) The bottom of the wood floor system must be enclosed around perimeter to keep animals from entering under shed.

If a detached garage is requested the following conditions apply:

- 1.) The minimum size is 16' x 20'
- 2.) Detached Garage must have a minimum of a 7/12 roof pitch.
- 3.) Detached Garage must have a minimum 12" overhang.
- 4.) The siding on Detached Garage must the same material and color siding as that of the home.
- 5.) The front foundation of the Detached Garage must be either brick or stone to match the home. The sides and rear may be a stucco finish.

3. Nothing herein contained shall deny any lot owner the right to construct a dwelling so as to rest on more than one lot owned by said lot owner. No lot as delineated on the aforesaid plot shall be subdivided, sold or otherwise alienated in a lessor or smaller parcel than shown on the aforesaid plot, unless the main dwelling is so constructed as to rest on more than one lot and the remainder of the lots becomes a part of an adjoining lot.
4. One (1) detached single family dwelling may be placed, erected, altered, and occupied upon any numbered lot in Kingston Ridge. Each dwelling shall not be used less than twenty-one hundred (2,100) square feet for a single story, and not less than twenty-one hundred (2,100) square feet for a two-story dwelling. Houses shall be "stick built." No mobile homes, double wides, or modular homes shall be permitted to be placed on any one lot. A minimum roof pitch of 7/12 will be required on all homes and garages. Porches, basements, breezeways, carports, garages, decks, attics, unheated space, and the like shall not be included, as eligible square footage. If any portion of a floor of a multi-story house is below the front ground level, that entire story will not be eligible for square footage calculation. All dwellings must have a minimum of one (1) and one-half (1 ½) baths. All dwellings must have a minimum of a Two- (2) car garage attached to the home. The Kingston Ridge Homeowners Association must approve all plans. If fire or casualty thereof, destroys a residence or any portion, it shall be the duty of the owner to replace or rebuild to the original or like residence within six (6) months, or clear the lot of all debris and restore to the Original condition.  
Home construction:
  - 1.) A lot owner will have 90-days to begin construction of any project after it has been approved by the Kingston Ridge Homeowner's Board. In the event construction does not start within 90-days on any approval, the applicant will have to re-submit for approval again.
  - 2.) Once construction of a new home or addition or garage, etc. a lot owner must have the project totally completed within 15-months.
  - 3.) The front and outside steps of all dwellings shall be constructed on site of brick or stone. However, in no event shall the side or front steps be made of preset concrete.
5. The elevation of any given lot or land area shall not be changed so as to materially affect the surface grade of the surrounding lot or land area without first obtaining the prior approval in writing to Kingston Ridge herein, its Successors, or Assigns. Foundations shall be permanent with the front foundation to be either brick or stone; side foundations must be brick or stone and the rear foundations has to be a minimum of stucco finish.
6. No structure of any temporary character and no tent, trailer, mobile home, shack, or other outbuildings, except as provided herein, shall be placed on any numbered lot or given land area within Kingston Ridge at any time

except during periods of construction for storage of material, and such temporary structures for storage of materials.

7. No cattle, swine, sheep, poultry, goats, fowl or other livestock shall be kept or maintained on any numbered lot or given land area in Kingston Ridge. However, dogs or cats may be allowed as pets in the house or outside on a leash or in a kennel. All dog kennels must be constructed in rear yard. Maximum size of a dog kennel is 12'x12'. All dog kennels must have concrete floor and galvanized chain fencing. If a dog kennel is installed within 25-feet of a side property line or rear property line, then a privacy fence or some type of buffer must be put on that side or rear of kennel. No pit bulls, Doberman, Pincers, or Rottwielers or any other exotic animals requiring permits from the state are not permitted on any parcel.
8. No strip-down or junk motor vehicle or sizeable part thereof shall be permitted to be parked on any lot or on any street in Kingston Ridge. The keeping, storing, building or repairing of stock cards or other race cars is prohibited.
9. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any numbered lot or given land area in Kingston Ridge. All garbage must be kept in an enclosed sanitary container. The Homeowner Association may contract with one (1) trash collector to provide trash pick-up for residential trash collection for Kingston Ridge, if approved by Home Owners Association.
10. At least 15% of the trees on a wooded lot must be saved once the lot has been cleared for the construction of the home.
11. It shall be the responsibility of each number lot owner to prevent any unclean, unsightly, or unkept conditions of the buildings or ground upon such lot which shall tend to substantially decrease the beauty of the specific area. No noxious, offensive, or illegal activity shall be carried on upon any numbered lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained on any lot any plant, animal, device or thing of any sort the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment or value of other property in the neighborhood.
12. Nothing contained herein shall be construed in any manner so as to impose upon the Grantor, its heirs, executors, administrators, successors or assigns, any liability for property damage and/or person injury occurring to any persons whomsoever for or by reason of the use of the ways, road, street, lands, easements, similar conditions of any of them in Kingston Ridge.

13. No signs, notices or advertising matter of any nature or description shall be erected, used or permitted upon any of the said lots, except such advertising of lots and homes as is agreeable to Kingston Ridge, its Successors or Assigns. During construction a Twenty-four inches (24") X thirty inches (30") or smaller sign may be allowed during construction of home. Sign must be removed from lot thirty (30) days after completion of home. A Homeowner may install an 18"x 24" advertising sign in the event the owner decides to sell his/her lot or home.
14. No out building, tent, shack, garage, basement, trailer, or shed of any kind may be used for either temporarily or as a permanent residence.
15. Fuel tanks, gas tanks or similar storage receptacles must be buried underground. All children's play equipment such as swing sets, trampolines, etc. must be placed in the rear yard. Only in-ground swimming pools shall be permitted to be constructed on property. No above ground pools will be allowed. Per Delaware code, a Homeowner must install fencing around a below grade pool. The fencing must be within the regulations of Kingston Ridge.  
Kiddy pool is allowed based on all of the following:  
A kiddy pool is determined by the fact that the water is dumped out daily or no more than (3) days and a filter/chemical system is not permitted.
  - #1 Maximum of 24" deep and maximum of 15' diameter or 150 sq. ft. Square or rectangle shape.
  - #2 Pool must be in rear yard
  - #3 Pool cannot be put up before June 1 and must be taken down by September 15 of each year.
16. No boat trailers, boats, travel trailers or campers of any type shall be parked weekly, monthly or permanently placed or stored forward of the front of the dwelling. The maximum of (1) boat OR (1) RV/travel trailer allowed on each lot.
17. No "yard sale" or "garage sale" of any type shall be permitted to take place on any lot, street, or common area. The community as a whole may agree to have (1) to (2) Yard Sales per calendar year.
18. No fence, hedge, or wall over six (6) feet in height shall be constructed in the front of the home. Fences only at side and back of house. No fence to be constructed in front yard. The fences must be vinyl 3-rail or vinyl or aluminum privacy fences with maximum height of 6'. No wood fencing allowed. All fences must be approved by Kingston Ridge Homeowner's Association before installed.
19. All lot owners shall place septic drain field and well as per DNREC master plan, except in cases, where this is not possible because of DNREC regulations. If it is not possible to place septic drain field in accordance with master plan, site evaluation provided by developer will become invalid. If this occurs, a new site evaluation must be done at the lot

owner's expense in an area agreed upon by the developer and the Homeowner's Association.

20. No building or part thereof shall be located on any other residential building lot in said development nearer than forty (40) feet to the front line. No building or part thereof shall extend closer than fifteen (15) feet from any side boundary line or twenty (20) feet from the rear boundary line. In the event the sideline of any lot in the development is a street line, no building shall extend closer than twenty-five (25) feet from any side of street line.
21. It is the responsibility of the lot owner(s) to keep lot free of tall weeds or unsightly undergrowth. Lawns must be kept mowed and trimmed. Upon the completion of home (certificate of occupancy issued) owner will have one (1) year to complete driveway and landscaping. Landscaping must have the appearance of being professionally installed. An ideal landscaping plan must be submitted when submitting house plans to association for approval.  
All driveway entrances will require a minimum of a twelve inches (12") diameter X twenty feet (20') long culvert pipe. Driveways to be of concrete, asphalt, brick pavers or colored stamped concrete. No gravel stone driveways will be permitted.  
Each lot owner(s) shall provide space for a minimum of three (3) off street parking spaces. During construction of home a silt-fence or safety fence must be installed along the swales of roads to keep cars and trucks from tearing up the swales. Any damage caused to roads or swales will be repaired at the expense of the lot owner(s).
22. All lot owner(s) will be required to have matching mail boxes. The cost of mailboxes will be the responsibility of the lot owner(s). Approximate cost is \$305.00.
23. When one-half (1/2) of the lots in Kingston Ridge have been sold, the developer shall organize a homeowner's association which shall have the authority to assess dues and enforce restrictions and shall assume ownership and responsibility for the maintenance of the development roads, storm water management area, forested buffer, and all common areas.
24. Kingston Ridge has been provided with underground cable TV provided by Mediacom. In the event a property owner(s) wants to install a satellite dish it may be of small size and located in the rear of house.
25. No building, house or other structure shall be commenced, erected or maintained, nor any addition to, or change or alterations thereon shall be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color schemes, locations and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the developer and Kingston Ridge Home Owners Association, its Successors or Assigns, the

above grantor, and a copy thereof as finally approved lodged permanently with the said Kingston Ridge, its Successors or Assigns.

26. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give James D. & Mary Beth Parker and/or Kingston Ridge Home Owners Association, the above grantor, its Successors or Assigns, in addition to all other remedies, the right to enter upon the land, upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing, or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. If enforcement is required, said by property owners, or their successors, shall recover from the offending party, the costs, expenses, and fees incurred in the enforcement.
27. The provision herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the grantor or the owner of any lot in Kingston Ridge, their respective legal representative, heirs, Successors and Assigns, and failure by the grantor or any lot owner to enforce any restrictions, condition, covenant, or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
28. All the covenants, agreements, conditions, easements, and restrictions contained herein shall continue in force until altered or rescinded according to the following plan: The above restrictions can be altered or rescinded by the written consent of a majority (55%) of all the property owners in this development at the time the vote is taken, with each property owner (including the party of the first part, its Successors or Assigns) being qualified to cast one vote for each lot owned by said owner and upon recording the written consent in the Office of the Recorder of Deeds of Sussex County, Delaware.
29. The Kingston Ridge Homeowners Association may make and amend general rules pertaining to the protection of the development. Every deed transferring a lot in this subdivision shall include these rules & restrictions.
30. The invalidating of any one of the foregoing restrictions by any court of any competent jurisdiction shall in no way affect or impair the full force and effect of all other restrictions set forth herein and in such event all other restrictions not expressly invalidated thereby shall remain in full force and effect.
31. This property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise,

dust, manure, and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of this property is expressly condition on acceptance of any annoyance, or inconvenience which may result from such normal agricultural uses and activities.

32. The Kingston Ridge Homeowners Association will be responsible for paying \$500.00 per calendar year to L & T Tax Ditch

P.O. Box 4  
Harbeson, DE 19951

For the usage of outfall of the storm water management system. The Homeowners Association and or the individual lot owners will not have any voting rights in the L & T Ditch Organization.

## **KINGSTON RIDGE SUBVISION HOMEOWNERS ASSOCIATION RESTRICTIONS**

Every owner of a lot shall be a member of the “Kingston Ridge Homeowners Association.” Each owner of a lot agrees to these restrictions when he or she accepts the deed to said lot. He or she agrees to pay the annual assessment of \$300.00 and will be collected by January 28<sup>th</sup> of each calendar year.

### **PROPERTY RIGHTS:**

1. Every owner of a lot shall have a right and easement to enjoy the street, storm water management and planted buffer strips. These rights can be suspended if the assessments are unpaid.
2. There shall be ten foot (10’) easement between adjacent lots for the purpose of utility and other services. No plantings or structure of other materials shall be placed in these areas.

### **1. PURPOSE OF ANNUAL ASSESSMENTS**

The annual assessment levied by the Association shall be used exclusively to promote the health, safety, welfare, & recreation of the residents in the subdivision, & for the improvement & maintenance of the streets, street lights, and storm water management areas situated within the subdivision. Annual assessments shall include, & the Association shall acquire & pay for out of the funds.

- a. Maintain and improvement landscaping at entrance of development.
- b. Maintenance, improvement, & repair of storm water management area and the planted buffer strips within the subdivision. There is county property tax that has to be paid on open space area around both storm water management ponds and open areas. The Homeowners Association will be responsible not only for maintenance of storm water management within Kingston Ridge

but also the maintenance and repair of 24” pipe system on side of County Road 314 to where the pipe ties into L & T Tax Ditch.

- c. Maintenance & repair of the streets, and provide payment for street lights of Kingston Ridge subdivision.
- d. Liability insurance insuring the Association against any & all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of any street or open area. The policy limits shall be set forth by the Association & shall be reviewed at least annually & increased or decreased of the Association.
- e. Any other material supplies, furniture, labor, services, maintenance, repairs, structure alterations, insurance, property taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for operation of common areas, for the benefit of lot owner(s), or the enforcement of these restrictions.

## 2. ANNUAL ASSESSMENT

- a. Until January 1<sup>st</sup> of the year following the conveyance of the first lot by Declarants to an owner, the annual assessment shall be Three Hundred Dollars (\$300.00).
- b. From & after January 1<sup>st</sup> of the year immediately following the conveyance of the first lot by Declarants to an owner, the maximum annual assessment may be increased by the vote or written assent at least fifty-five percent (55%) of the lot owners.

