

WHEREAS, Anthony J. Liberto and Sandra Liberto did thereafter convey their interest in Church Creek Subdivision unto Liberto Development, Ltd., a Delaware corporation.

WHEREAS, all of the parties hereto do desire to revoke the Restrictions in their entirety and to declare one set of new Restrictions expressly providing that the original five (5) documents aforesaid do not thereafter need be referenced in determining the Restrictions for Church Creek Subdivision.

NOW THEREFORE, Anthony J. Liberto and Sandra Liberto, hereinafter collectively referred to as "Liberto"; Liberto Development, Ltd., a Delaware corporation, Del-Homes, Inc., a Delaware corporation (hereinafter referred to as "Del-Homes") and Lighthouse Construction, Inc., a Delaware corporation (hereinafter referred to as "Lighthouse") Liberto Development, Ltd., Del-Homes and Lighthouse, (hereinafter collectively referred to as the "Declarants") do hereby revoke all of the Restrictions, easements and provisions as appear in the Declaration of Restrictions, excepting the parties right to declare new Restrictions, easements and declarations and in their place and stead do hereby declare the following Restrictions, provisions in regard to Church Creek Subdivision, to-wit:

I. Restrictions

1. No house shall be constructed or maintained on any lot if, after excluding any basement, porch and garage, it shall have less than 1120 square feet of livable floor space for a ranch style dwelling house or less than 1350 square feet of livable floor space for a two-storey dwelling or cape or one and one-half (1-1/2) story house. Declarant's advance approval in writing must be obtained of all plans and exterior house colors before construction of a house may be commenced on any lot.
2. No house roof may be constructed or maintained on any lot with less than a 5/12 pitch. All roof shingles must be architectural.
3. No trailer and/or mobile home, including doublewide mobile Homes, shall be permitted on any lot, nor shall any house be permitted on any lot if said house has a permanent steel frame understructure or other similar understructure..
4. No unlicensed, unregistered, inoperable or unstreetworthy vehicles and no commercial vehicles over one-ton payload may be parked or stored on any lot. No boat, trailer, travel trailer or camper may be parked or stored on any lot, except in the rear thirty feet thereof.
5. Each lot will be maintained in presentable condition free and clear of all

debris, high grasses and weeds, i.e. those standing higher than four inches off the ground. With the exception of trash collection days, all trash containers on each lot must at all times be concealed from public view.

6. No tower for television, radio, cable television, ham radio, C.B. or the like, nor any satellite dish larger than 24 inches in diameter shall be attached to any building or separately erected or maintained on any lot. No outdoor television antennas are permitted.

7. No driveway may be constructed or maintained on any lot unless surfaced with solid blacktop.

8. No fence, wall, hedge or mass planting shall be erected or permitted except to the rear of the main house structure and such fence, wall, hedge or mass planting shall not be permitted to be over four (4) feet in height.

9. Clothes lines shall be permitted but must be located in the rear yard.

10. All plans and specifications for storage sheds shall be subject to and shall require the approval in writing by Declarant before any such shed is placed on the property. All sheds must be placed in the rear yard, set back at least fifteen (15) feet from any property line, and may not be placed or located at the end of an driveway. No metal sheds are permitted. Roofing and siding to match house, maximum size shed (10' x 12'). No more than one shed permitted per lot.

11. No basketball court, rim and backboard shall be allowed to be put up on any street, or within twenty (20') feet of any front yard property line. In the case of a corner lot, within twenty (20') feet of either fronting boundary line.

12. No owner shall place or allow to be installed, an above ground oil or gas tank on any lot.

II. Homeowners Association

13. At or about the time of the recording of this Declaration, any Declarant thereafter may, cause Church Creek Homeowners Association to be formed by the filing of the Certificate of Incorporation therefor in the Office of the Secretary of State of Delaware. The Association is formed to operate, maintain and ultimately own the Common Property, not to include the private open space; to perform, administer and enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration for the development, the rules and regulations promulgated by the Association and the traffic regulation promulgated by the Association. The

Association shall have such other specific rights, obligation, duties and functions as are set forth in this Declaration and in the Certificate of Incorporation and the By-Laws. Subject to the additional limitations provided herein and in the Certificate of Incorporation, the Association shall have all of the powers and be subject to all of the limitations of a not-for-profit corporation as contained in Delaware statutes in existence as of the date of recording this Declaration and in its Certificate of Incorporation and By-Laws. Declarant, by including additional property within the imposition of this Declaration, may cause additional membership in the Association and may designate the ownership basis for such additional membership.

14. Membership

a. General. Each owner of any property now or hereafter subjected to this Declaration shall automatically become a Member of the Association upon the incorporation of the Association with the Delaware Secretary of State. Membership shall continue until such time as the Owner transfers or conveys this interest in this lot, or his interest is transferred or conveyed by operation of law. No person or entity who holds an interest of any type or nature whatsoever in a Lot only as security for the performance of an obligation shall be considered a Member. Declarant and/or Developer shall be considered a Member of the Association from and after the date of recordation of this Declaration in the public records of the County and so long as Declarant shall own one or more lots.

b. Voting. The Association shall have one (1) class of voting membership consisting of the Members of the Association. All Members shall be entitled to vote on all matters coming before the membership. Votes shall be cast or exercised by each Member in such a manner as may be provided in the By-Laws of The Association. The Members shall have one (1) vote for each lot which has been conveyed by fee simple title to the Owner and the Deed therefor recorded in the public records of Kent County. Anything contained herein to the contrary notwithstanding, each Declarant shall be entitled to cast the number of votes equal to the number of lots permitted within Church Creek that are located within the portion of Church Creek that is currently owned by the Declarant, less the number of lots to which that Declarant has transferred in fee simple to an Owner in that portion of Church Creek Subdivision.

And further each Declarant for so long as the Declarant owns a lot in Church Creek Subdivision shall have the power to veto any action of the Homeowners Association as pertains to the portion of Church Creek currently owned by that Declarant or its successors and assigns.

15. Assessments

a. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance is deemed to covenant and agree to pay to the Association annual assessments or charges. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Anything herein to the contrary notwithstanding, no assessment shall be levied upon any Declarant or any land or lot of Declarant for so long as each Declarant owns at least one lot in Church Creek Subdivision.

(i) Anything herein to the contrary notwithstanding, no assessment shall have priority over a mortgage with a bank or other similar type lending institution to the extent that such assessment is not recorded of record in Kent County Recorder of Deeds prior to the recording of the lien of any such mortgage.

b. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of promoting the recreation, health, safety and welfare of the residents in Church Creek and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common properties and the homes situated upon the properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials management and supervision thereof.

c. Right to Fix Annual Assessments. The Association may, at any time from time to time, set such annual assessments as it deems necessary to carry out the duties and obligations of the Association, as set forth herein and as they may change from time to time; provided, however, that any change in said assessment must be approved by a two-thirds (2/3) majority of the votes to which members may be entitled which may cast, whether in person, or by proxy, at a meeting duly called for this purpose, written notice of which shall have been sent to all members at least thirty (30) days in advance of the time set for said meeting, which said notice shall set forth the purpose of the meeting. The annual assessment shall be at the same rate for each and every lot.

d. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessment shall be made for the balance of the calendar

year and shall become due and payable on the day fixed for commencement. The assessment for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 15(c) hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

16. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement of the initial assessment and shall prepare and maintain a roster of the properties subject to the assessment which shall be kept in the office of the Association and shall be open to inspection by any lot owner.

Written notice of the assessment shall thereupon be sent to every lot owner thereto.

The Association shall upon demand at any time furnish to any lot owner liable for said assessment a certified in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

17. Effect of Non-Payment of Assessment: The Personal Obligation of the Lot Owner. The Lien: Remedies of Association. If the assessments are not paid on the date when due then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then lot owner, his heirs, devisees, personal representatives and assigns. The personal obligations for the statutory period shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the lot owner personally obligated to pay the same or to foreclose the lien against the lot owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such an assessment the costs of preparing and filing the complaint in such action, and

in the event of judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

a. Anything herein to the contrary notwithstanding, no assessment shall have priority over a mortgage with a bank or other similar type lending institution, to the extent that such assessment is not recorded of record in Kent County Recorder of Deeds prior to the recording of the lien of any such mortgage.

18. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge and lien created therein:

- a. All common properties as defined hereinabove;
- b. streets, all portions of Church Creek dedicated to public use;
- c. lots standing in the name of the Declarant and/or Developer not occupied or used for residential purposes;

d. Administration of the Association. The business affairs of the Association shall be managed by or under the direction of the Board of Directors in accordance with this Declaration, the Certificate of Incorporation and the By-Laws. The Certificate of Incorporation and By-Laws may be amended in the manner set forth therein, but no such amendment shall conflict with the terms of this Declaration without the Declarant's and/or Developer's prior written approval. Any attempt to amend contrary to these prohibitions shall be of no force and effect;

e. Suspension of Membership Rights. No member shall have any vested right, interest or privilege in or to these assets, functions, affairs or franchises of the Association, or any right, interest or privilege which may be transferable, or which shall continue after the Member's membership ceases, or while the member is not in good standing. A Member shall be considered "not in good standing" during any period of time in which the member is delinquent in payment of any Assessment, dues, or fees, or in violation of the Rules and Regulations (as hereinafter defined) promulgated by the Association, or of the Traffic Regulations, or in violation of any provision of this Declaration. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Association.

f. Control by Declarant and/or Developer. Anything contained herein to the contrary notwithstanding, the Declarants, their successors and assigns as Declarants shall have the right to retain control of the Association until each Declarant has closed the sale of all lots within Church Creek that that Declarant owns or until such earlier time as is determined by all of the Declarants, in all of the Declarant's sole discretion. At the time of turnover of control of the Association, the Declarants shall record a notice of turnover as to each Declarant in the public records of the County. So long as the Declarants or any one of the Declarants (as some

IN WITNESS WHEREOF the Declarants have caused this Amended Declaration of Restrictions to be executed the day and year hereafter.

02/25/98
Date

02/25/98
Date

02/25/98
Date

10/29/98
Date

[Signature] (SEAL)
Anthony J. Liberto

[Signature] (SEAL)
Sandra Liberto

LIBERTO DEVELOPMENT, LTD.
- Declarant

By: [Signature] (SEAL)
President

Attest: [Signature]
Secretary



DEL-HOMES, INC. - Declarant

By: [Signature] (SEAL)
President

Attest: [Signature]
Secretary



LIGHTHOUSE CONSTRUCTION, INC.
- Declarant

By: [Signature] (SEAL)
President

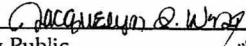
Attest: [Signature]
Secretary



STATE OF DELAWARE:
: SS.
COUNTY OF KENT :

BE IT REMEMBERED that on this 29TH day of OCTOBER, 1998, personally came before me, a Notary Public for the State of Delaware, ROBERT C. MACLEISH, President of DEL-HOMES, 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 the 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.

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

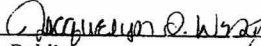

Notary Public
JACQUELYN I. WEST
MY COMMISSION EXPIRES:
NOVEMBER 1, 1998

STATE OF DELAWARE:
: SS.
COUNTY OF KENT :



BE IT REMEMBERED that on this 29TH day of OCTOBER, 1998, personally came before me, a Notary Public for the State of Delaware, ROBERT C. MACLEISH, President of LIGHTHOUSE CONSTRUCTION, 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 the 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.

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


Notary Public
JACQUELYN I. WEST
MY COMMISSION EXPIRES:
NOVEMBER 1, 1998

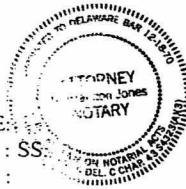


STATE OF DELAWARE:

: ss.

COUNTY OF KENT :

BE IT REMEMBERED, that on this 29 day of Oct, A.D. 1998, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, ANTHONY J. LIBERTO and SANDRA LIBERTO, parties to this Indenture, known to me personally to be such, and they acknowledged this Indenture to be their Act and Deed.



R. Brandon Jones

Notary Public

Del. Att. Notary

R. Brandon Jones
Attorney At Law

STATE OF DELAWARE:

: SS.

COUNTY OF KENT :

BE IT REMEMBERED that on this 29 day of Oct, 1997, personally came before me, a Notary Public for the State of Delaware, Anthony J. Liberto, President of LIBERTO DEVELOPMENT, LTD., 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 the 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.

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



R. Brandon Jones

Notary Public

Del. Att. Notary

R. Brandon Jones
Attorney At Law

STATE DOCUMENT

Dec 7 10 55 AM '98

RECORDS
DELAWARE