

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

### **BETHANY WEST**

THIS DECLARATION is made and executed this 5<sup>th</sup> day of November 2011, by Bethany West Recreation Association, Inc., a Delaware not for profit corporation (hereinafter referred to as the Association) and supercedes and replaces all previously approved versions.

### **W I T N E S S E T H**

WHEREAS, EAST COAST RESORTS, INC., a Delaware Corporation, (hereinafter referred to as ECRU) was the developer of a subdivision known as Bethany West and declarants of certain Declarations of Restrictions affecting that subdivision (hereinafter referred to as "Subdivision"); and

WHEREAS, ECR incorporated the Association on December 28, 1967, pursuant to the Declarations of Restrictions; and

WHEREAS, the members of the Association are the fee simple owners of real property comprising and described as lots in the development known as Bethany West, Sections 1, 2, 3, 4, 5, and 6, Declarations of Restrictions for which have been recorded in the Office of the Recorder of Deeds among the Land Records of Sussex County, Delaware, as follows:

Section 1 - Deed Book 622, page 415, amended at Deed Book 629, page 465.

Section 2 - Deed Book 631, page 165, amended at-Deed Book 940, page 8.

Section 3 - Deed Book 641, page 382, amended at Deed Book 1050, page 125.

Section 4 - Deed Record 686, page 954, amended at Deed Book 1050, page 125.

Section 5 - Deed Record 686, page 954, amended at Deed Book 1050, page 125.

Section 6 - Deed Record 670, page 580, amended at Deed Book 1050, page 125.

WHEREAS, in due course, ECR has conveyed the amenities located within these Sections to the Association as follows: (1) for the Recreation Area on Route 26 (2 acres) by Deed dated July 20, 1967, and recorded in the Office of the Recorder of Deeds, in Deed Book 626, page 896, and as confirmed by Deed dated October 31, 1978, and recorded in the Office of the Recorder of Deeds, in Deed Book 922, page 244; (2) 3.87 acres, Canal Recreation Area and Lots 14-20, Block 27, Section V, by Deed dated March 25, 1976, and recorded in the Office of the Recorder of Deeds, in Deed Book 783, page 13; and (3) Lot 24, Block 8, Section II, by Deed dated November 6, 1978, and recorded in the Office of the Recorder of Deeds, in Deed Book 926, page 172, as provided in the Declarations filed and recorded as indicated above;

WHEREAS, the Association and its members, in order to meet their purposes and to provide for the preservation of the values and amenities in Bethany West and for the maintenance of the recreational facilities located therein, desire to amend the Declarations, the covenants, restrictions, easements, charges and liens (hereinafter referred collectively as the "Restrictions") as hereinafter set forth, by substitution in full, for the benefit of the property and each owner thereof; and

WHEREAS, the Association and its members desire that these Restrictions shall run with, burden, and bind the property; and

WHEREAS, the Declarations of Restrictions require the written consent or vote of sixty percent (60%) of the then lot owners prior to effecting an amendment thereto.

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NOW THEREFORE, the Association and its members hereby declare that all of said lots in each and every section and the common lands as well are held and shall be held, conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the Restrictions hereinafter set forth, all of which are declared and agreed to be in furtherance of a plan for the existence, improvement and sale of said lots and are established and agree upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the property described in the plats and of the subdivision as a whole; excepting specifically from the restriction requiring residential use of the following parcels titled to the Association: (1) for the Recreation Area on Route 26 (2 acres) by Deed dated July 20, 1967, and recorded in the Office of the Recorder of Deeds, in Deed Book 626, page 896, and as confirmed by Deed dated October 31, 1978, and recorded in the Office of the Recorder of Deeds, in Deed Book 922, page 244; (2) 3.87 acres, Canal Recreation Area and Lot 14-20, Block 27, Section V, by Deed dated March 25, 1976, and recorded in the Office of the Recorder of Deeds, in Deed Book 783, page 13; and (3) Lot 24, Block 8, Section II, by Deed dated November 6, 1978, and recorded in the Office of the Recorder of Deeds, in Deed Book 926, page 172, as provided in the Declarations filed and recorded as indicated above.

**ARTICLE I  
DURATION AND AMENDMENTS**

A. It is declared that it is the intent of the Association and its members that these Restrictions expressly supersede all prior Restrictions and/or Restrictive Covenants and Reservations, with all Amendments thereto covering prior Sections One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Bethany West.

B. The following Restrictions shall run with the land, and the title thereto as conveyed, and shall be binding on all persons claiming hereunder, as well as their respective heirs, successors, and assigns, as the case may be, in perpetuity: SUBJECT HOWEVER, TO THE PROVISIO that the members of the Association by and with the vote or written consent of sixty percent (60%) of the then owners of the lots in Bethany West, 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 is executed and acknowledged by the Association in accord with the usual form of execution and acknowledgement of Deeds to land by a Delaware not-for-profit corporation together with the written consents of the requisite number of lot owners or by a certificate by the Association verified under oath by the President thereof, or in the case of his/her absence or inability, by any Vice President thereof, setting forth the time, manner and result of the taking of the vote of the members have been filed for record in the Office of the Recorder of Deeds of the State of Delaware, in and for Sussex County.

C. In the taking of any vote, each Lot subject to these Restrictions shall be entitled to only one vote; however, a member may vote as many Lots as he/she/it or they may own Lots at the time of the vote.

**ARTICLE II  
MUTUALITY OF BENEFIT AND OBLIGATION**

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot owner and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said 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 in Bethany West and their respective owners.

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**ARTICLE III  
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

No lot shall be used except for residential purposes. No structures shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling, except that a garage or carport may be erected on a lot provided that the same be an integral part of the dwelling to be served thereby, and that at no time shall any garage or carport be used as a place of temporary or permanent human abode.

**ARTICLE IV  
ENVIRONMENTAL CONTROL COMMITTEE**

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Environmental Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall be composed of a minimum of three (3) members to be appointed by the Association President. Committee members shall be subject to removal by the Association President and any vacancies from time to time existing shall be filled by appointment of the Association President.

C. There shall be submitted to the Committee two (2) complete sets of plans and specifications for any and all proposed improvements, the erection and alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefore have received such written approval as herein provided. Such plans shall include plat plans showing the location on the lot of the building or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. All plat plans shall be in compliance with the Building Code and Zoning Ordinance of the Town of Bethany Beach.

D. The Board of Directors shall set a reasonable fee to accompany the submission of said plans to defray Committee expenses.

E. The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof. One (1) set of said plans and specifications and detail with the approval or disapproval endorsed thereon, shall be returned to the person who submitted them and the other copy thereof shall be retained by the Committee for its permanent files. Approval of a set of plans does not alter the requirements of these Restrictions nor does it set a precedent for the future as each request is to be treated as an individual case.

F. The Committee 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 such lot or with the adjacent buildings or structures; if plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all of any part of the real property subject hereto, or the owners thereof. On all disapprovals the Committee, in writing signed by two of its

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members, shall state the reasons for disapproval to allow the lot owner to take corrective action. The decisions of the Committee shall be final.

G. Neither the Committee nor any architect or agent thereof acting on behalf of the Committee shall be responsible in any way for any defects in any plans or specifications submitted, revised or approval in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

H. Every residence dwelling constructed on a lot shall contain the following minimum square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings):

(1) In compliance with the minimum requirements of the Building Code and Zoning Ordinance of the Town of Bethany Beach at the time of the proposed building, but in any event, not less than the minimums hereinafter set forth in the following paragraph.

(2) 1,400 square feet; provided, however, that if the committee as provided below, shall approve the construction of a 1 1/2 or 2 story house upon any lot, the ground floor area thereof need not exceed 800 square feet if the total floor area of the house is 1,400 square feet or more.

I. The Committee shall have the authority to set up regulations as to the height and size requirements for all other types of buildings and structures, including walls, copings, etc.

J. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivision, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

K. In order to insure the orderly and aesthetic development of Bethany West as a residential area of high standards, the Environmental Control Committee shall have the right to modify the proposed front, rear and side setbacks of any dwelling on any lot in order to insure the development of each lot in harmony with the adjacent lots, provided however, that all setbacks of front, rear and side yards shall comply with the minimum requirements of the Bethany Beach Building Ordinance and Zoning Ordinance.

**ARTICLE V  
VARIANCES**

The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; 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 neighborhood or the Subdivision.

**ARTICLE VI  
GENERAL PROHIBITIONS AND REQUIREMENTS**

The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivision:

A. No outside toilet or individual water well shall be constructed on any lot. All plumbing fixtures, dishwashers, garbage disposals, toilets or sewage disposal systems shall be connected to sewage system.

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B. No temporary house, trailer, tent, garage, or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.

C. Once construction of any building has been started, such construction shall proceed without delay until the same is completed, unless such delay is attributable to a cause or causes beyond control of the owner, builder or contractor, as the case may be. Cessation of work upon the construction of any building once started and before completion thereof for a continuous period of thirty (30) days shall be prima facie evidence of an attempt to abandon the same in its partially completed state, and the same shall be deemed to be a public nuisance.

D. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

E. All structures constructed or placed on any lot shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any such lot.

F. No animals or livestock of any description, except the usual household pets, shall be kept on any lot, nor shall any outside house pet shelters be permitted on any lot.

G. All signs, billboards, or advertising structures of any kind are prohibited except upon application to and written permission from the Committee, 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 Town of Bethany Beach.

H. 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 manner as to be visible to the occupants of other lots within the Subdivision or to the users of any recreational facility of Bethany West, street or canal therein.

I. Every tank for the storage of fuel installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee.

J. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened in a trash corral that is maintained in good repair or otherwise stored to minimize visibility from any street within the Subdivision at any time except during refuse collections.

K. All outdoor clothes poles, clothes lines, swing sets and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street within the Subdivision. Articles of clothing and towels shall not be hung to dry on porch or deck railings or on furniture visible to any street within the Subdivision.

L. No owner of any lot shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless prior written permission to do so shall have been obtained from the Committee.

M. All lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such manner as to prevent their becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon.

N. No noxious, offensive or illegal activities shall be conducted on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

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O. Dogs must be leashed at all times while outside the homes located in the subdivision and all pet owners/walkers must clean up waste matter after their pets, in conformity with the ordinances of the Town of Bethany Beach.

P. No commercial truck shall be parked for storage overnight or longer, on any lot or on any street in the Subdivision in such a manner as to be visible to the occupants of other lots in the Subdivision, without prior approval of the Association.

Q. Any dwelling or structure on any lot in the Subdivision which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a slightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than three (3) months.

R. No tree over eight (8) inches in diameter shall be removed from any lot in the Subdivision without the written consent of the Environmental Control Committee.

S. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

T. There shall be no access to any lot on the perimeter of the Subdivision except from designated roads within the Subdivision.

U. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot and no derricks or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

**ARTICLE VII  
EASEMENTS, OWNERSHIP, USE AND ENJOYMENT OF STREETS, PARKS  
AND RECREATION AMENITIES**

A. On each lot, the rights-of-way and easement areas 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, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided, however, that where the existing location of a drainage channel would hinder the orderly development of a lot the drainage channel may be relocated as shown on the recorded plat by drainage arrows, provided such relocation does not cause an encroachment on any other lot in the Subdivision. Improvements within such areas shall also be maintained by the respective lot owner except for those for which a public authority or utility company is responsible.

B. The lots in the Subdivision shall be burdened by such additional easements as may be shown on the recorded plats.

C. The ownership of the recreational amenities within the Subdivision, which may include but shall not be limited to ponds, canal access paths, volley ball and basketball courts, tennis courts, swimming pools, clubhouses and adjacent clubhouse grounds, shall be in the name of Bethany West Recreation Association or its successors or assigns and the use and enjoyment thereof shall be on such terms and conditions as its Board of Directors shall determine from time to time.

D. Each of the streets in the Subdivision designated on the plat is a public street, but every park, recreational facility, and other amenity within the Subdivision is a private park, facility or amenity and

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neither the execution or the recording of the original plats nor any other act with respect to the plats is, or was intended to be, or shall be construed as a dedication to the public of any of said parks, recreational facilities and amenities other than as reflected therein. An easement for the use and enjoyment of each of the areas designated on the plat as parks is reserved to the members of the Bethany West Recreation Association, Inc., its successors and assigns.

**ARTICLE VIII  
MEMBERSHIP AND ASSESSMENTS**

A. Every person who acquires title, legal or equitable, to any lot in the Subdivision shall become a member of the Bethany West Recreation Association, Inc., a Delaware not for profit corporation, herein referred to as "Association", provided, however, that such membership is not intended to apply to those persons who hold an interest in any such Lot merely as security for the performance of an obligation to pay money, e.g., mortgages, deeds of trust, or real estate contract purchases. However, if such a person should realize upon his security and become the real owner of a Lot within the Subdivision, he will then be subject to all the requirements and limitations imposed in these Restrictions on owners of Lots within the Subdivision and on members of the Association, including those provisions with respect to alienation and the payment of an annual charge.

B. The general purpose of the Association is to further and promote the community welfare of property owners in the Subdivision, and to manage and maintain the recreation areas and parks.

C. The Association shall also be the means for the promulgation and enforcement of all regulations necessary to the dues at an amount sufficient to maintain and operate the Recreational Facilities and to provide reserves for the operating, repair and replacement of the Recreation Facility.

D. The Association shall have all the powers that are set out in its Certificate of Incorporation and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association a uniform annual charge per single-family residential lot within the Section and Subdivision, the amount of said charge to be determined by the Board of Directors of the Association after consideration of current maintenance needs and future needs of the Association, for the purposes set forth in its Certificate of Incorporation.

E. Whether or not expressed in the deed or other transfer documents, each member of the Association is deemed to covenant and agree to pay to the Association: (1) annual dues and (2) special assessments for capital improvements and operating, repair and replacement reserve funds, such assessments to be fixed, established and collected as hereinafter provided. The annual dues and/or special assessments, together with interest, costs and reasonable attorneys' fees, shall be a continuing charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fee, shall also be the personal obligation of the person(s) who was the owner of such property at the time when the assessment fell due.

F. The annual dues levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners and in particular for the improvement and maintenance of the Recreation Areas located in Bethany West, and for services and facilities devoted to this purpose and related to the use and enjoyment of the Recreation Areas, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof, and for operating reserve funds and reserve funds for repair and replacement of the Recreation Areas and the facilities thereon.

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G. (1) The Board of Directors of the Association as provided in its By-laws, shall set the annual dues or charge imposed upon each member of the Association and may increase it as provided in the By-laws.

(2) The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the annual dues for any year in an amount below the maximum annual dues or charges set forth in the By-laws. It shall be an affirmative obligation of the Association and its Board of Directors to fix and improving the tennis courts, swimming pools and the recreational amenities.

H. To fulfill its affirmative obligation expressed in Section G. of this Article, the Board may prospectively increase the maximum amount of the annual dues payable in the current year to an amount which is five percent (5%) above the dues for the previous year, subject to a later affirmative vote by a majority of members present at the next annual meeting. The Association may prospectively increase the maximum of the dues above the amount permitted pursuant to the preceding sentence, provided that any such change shall have the assent of no less than sixty percent (60%) of the lots in Bethany West. Voting on any such change shall be in accordance with procedures prescribed in the By-Laws of the Association.

I. (1) Annual dues shall be paid by the members to the Association on or before the first day of January of each year, for the ensuing year. All new members shall be liable for dues and/or assessments for the current year, prorated from January 1st of the then current year, and computed from the first day of the month following the date of taking possession of the premises.

(2) Any special assessments or fees shall be paid pursuant to notice given to members.

(3) The Association shall, upon demand of an owner at any time, furnish a certificate in writing signed by the Treasurer of the Association certifying that the amounts due on a specified lot have been paid or that certain amounts due against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. These certificates shall be conclusive evidence of payment of any amounts therein stated to have been paid.

J. In addition to the annual dues authorized by Section G of this Article VIII, the Association may levy a special assessment for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the recreation facility, and for operating the recreation facility, for which a reserve fund does not exist or is not adequate. This assessment shall have the assent of no less than sixty percent (60%) of the lots in Bethany West. Voting on any such change shall be in accordance with procedures prescribed in the By-Laws of the Association.

K. A reasonable fee may be set and collected by the Board of Directors for the purposes of operating, maintaining the governing of the use and enjoyment of such areas and parks and such other properties within the Subdivision as it may from time to time own or control.

L. If any dues and/or assessments are not paid on the date due, then such charge shall be deemed delinquent and shall be, together with such interest thereon and cost of collection thereof as are herein provided, and continue as a lien on the Lot in the hands of the then owner, his heirs, successors and assigns with or without recordation of same. If the charges are not paid within thirty (30) days after the delinquency date, the amount shall bear interest at the prevailing legal rate and the Association may bring legal action against the owner personally obligated to pay the same or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the amounts above provided and reasonable attorneys' fees together with the costs of the action. No owner may waive or otherwise escape liability for the dues and/or assessments provided herein by non-use of the Recreation Facilities or by abandonment of his/her lot. The Association may publish the names of the delinquent

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members in a list of delinquent members or by any other means of publication. Every person who shall become the owner of the title (legal or equitable) to any Lot in the Subdivision by any means is hereby notified that, by the act of acquiring such title, such person will be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to any paragraph or subparagraph of these Restrictions.

M. The Board of Directors of the Association shall have the right to suspend the voting rights and the right to use of the Recreational Facilities of the Association of any member, his guests and or tenants, for any period during which any Association charge (including the charges and the fines, if any, assessed under these Restrictions) owed by the member or associate member remains unpaid or during the period of any continuing violation of these restrictive covenants for the Subdivision after the existence of the violation shall have been declared by the Board of Directors of the Association.

N. The lien of a deed of trust representing a first trust or the lien of any mortgage representing a first mortgage placed upon any Lot for the purpose of permanent financing and/or constructing a residence or other improvement thereon recorded in accordance with the laws of the State of Delaware, shall be, from the date of recordation, superior to any and all such liens provided for herein.

**ARTICLE IX  
ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE**

In the event an owner of any lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon, and keep the grass cut, in a manner satisfactory to the Board of Directors 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 two-thirds of such Board of Directors shall have voted in favor of its being exercised. Notice of the cost of such exterior maintenance shall be sent to the owner and shall become due immediately upon receipt of the bill for the charges. Failure to pay this assessment when due is subject to the same remedies specified in Article VIII, of these Restrictions. The Association shall send a letter to a lot owner five (5) days before undertaking any repairs or maintenance authorized by this paragraph.

**ARTICLE X  
REMEDIES**

A. The Association or any party to whose benefit these Restrictions inure may proceed at 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 attorneys' 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. Delay or failure on the part -of an aggrieved party to invoke an available remedy with respect to any present or future violation of these Restrictions shall not be held a waiver by that party to any right available to him/her/it upon recurrence or continuation of said violation or the occurrence of a different violation.

**ARTICLE XI  
GRANTEE'S ACCEPTANCE**

A. The grantee of any Lot subject to the coverage of this Declaration, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the original Declarant, the original Covenants and the Association, under the original restrictive covenants or a

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subsequent owner of such Lot, shall accept such deed or contract upon and subject to each and all of these Restrictions and the agreements herein contained, and also to the jurisdiction, rights and powers of the original Declarant, the original Covenants and the Association, and by such acceptance shall for himself, his heirs, personal representatives, successors and assigns, covenant, consent and agree to and with the original Declarant, the original Covenants and the Association and to and with the grantees and subsequent owners of each of the Lots within the Subdivision to keep, observe, comply with and perform said Restrictions and agreements.

B. Each such grantee also agrees, by such acceptance, to assume, as against the original Declarant under the original Declaration of Covenants and Restrictions, its successors or assigns, and the Association, all the risks and hazards of ownership or occupancy attendant to such lot, to any recreation area or canal.

C. Each such grantee whose lots are adjacent to available underground electrical service also agrees to complete the underground secondary electrical service to their respective residences. All such extensions of underground electrical service shall be made by Delmarva Power and Light Company, its successors and assigns, who will be paid by the owners at the established rates for underground service, such payments to be made prior to the service being extended.

**ARTICLE XII  
SEVERABILITY**

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and or 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.

**ARTICLE XIII  
CAPTIONS**

The 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.

**ARTICLE XIV  
MORTGAGEES AND PENHOLDERS**

The foregoing Amendment to Declarations of Covenants, Conditions and Restrictions shall not apply to and shall not prejudice the legal and equitable rights and remedies of any mortgagees, lienholder or holder of a judgment note on any Lot in a mortgage of any sale resulting from the enforcement of or execution on a lien or a judgment note, provided however, that legal or natural persons taking title to a lot through a mortgagee, lienholder or holder of a judgment note or by any deed in lieu of foreclosure or any foreclosure on a mortgage or enforcement or execution on a lien or judgment note shall, by virtue of taking a title in such a matter, becoming a member of the Bethany West Recreation Association, Inc., without prior approval of the member thereof, and thereafter, as to said person, the within Declaration of Restrictions shall again and otherwise apply.

**IN WITNESS WHEREOF,  
(Original signed)**