

CAPE WINDSOR COMMUNITY ASSOCIATION, LLC
38782 LINCOLN DRIVE
SELBYVILLE, DELAWARE 19975
capewindsorhelp@gmail.com

DEED RESTRICTION COVENANTS AND CONDITIONS

BEING a part of lands conveyed to thus grantor by deed of Edgewater Acres, Inc., a corporation of the State of Delaware, dated May 13, 1966, by deed of record in Deed Book 604 at page 88; and deed of Bessie A. Bennett, widow, July 7, 1967 by deed of record indeed Book at page 1069.

“The said lands are conveyed subject to the following restrictive covenants and conditions which shall run with the land:

1. Restrictions set out in the aforesaid deed of Edgewater Acres, Inc. which was dated May 13, 1966 and which is of record in Deed Book 604 at page 88.
2. That no improvement or mobile home or structure of any kind shall be placed within five (5) feet of the side yard line or ten (10) feet of the street, nor within fifteen (15) feet of the bulkhead, nor shall any dock, or structure be extended more than fifteen (15) beyond the bulkhead.
3. That the Purchaser may not place any mobile home on a lot until the site plan has been approved by the grantor, its successors or assigns, and no mobile home which is less than 50' X 12' shall be placed on any lot; that mobile homes when placed on purchaser's lot must have the underside completely enclosed; that individual gas bottles and oil tanks will be buried when possible.
4. That all mobile homes to be placed on a lot must be in reasonably good physical condition and must be previously approved by the grantor, its successors or assigns, and such approval shall not be unreasonably withheld.
5. That no additions or any building of any kind, either temporary or permanent, or bulkhead or piers, or boat docks or the like, or any change in grade may be constructed on, moved onto or accomplished, as the case may be, without the prior written approval of the grantor, its successors or assigns.
6. That the purchaser will keep and use his property in a careful manner so as not to unreasonably interfere with his neighbors and to keep his lot and home in a reasonably good condition.
7. That trash and garbage cans shall be placed only in enclosures which shield them from view from the street and adjoining properties, which structure shall have been approved by the grantor, its successors or assigns.
8. That no television antennas shall be erected without prior written approval of the grantor, its successors or assigns. **EASEMENT IS RESERVED FOR TELEPHONE, ELECTRIC AND CATV LINES.**
9. That only umbrella type wash lines shall be used and no wash shall be hung in public view on Sundays and holidays nor afternoon on Saturdays.
10. That travel trailers, boat trailers, and like vehicles shall be parked only in designated dead storage areas.
11. That no commercial activity of any type shall be conducted on the residential lots plotted in plot of Cape Windsor.
12. Each property owner agrees to pay his pro-rata share upon assessment by a non-profit corporation which shall operate the utilities and maintain the streets, pool, park, and other common areas of the development. Each property owner shall have (1) vote per lot, and each property owner grants unto the said non-profit corporation perpetual easement to enter upon its property to maintain sewer and water lines and to make such repairs to the utilities as the manager of the non-profit corporation deems to be necessary.
13. That these restrictions shall be enforceable by appropriate suit in the Court of Chancery of the State of Delaware by the grantor, its successors or assignees, or any property owner in said development.”

The buyer of _____, Selbyville, DE 19975 have received and understand the Covenants of CWCA.

Buyer: _____ Date: _____ Buyer: _____ Date: _____