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DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 27<sup>th</sup> day of July, 1990, by RYAN OPERATIONS G.P., a Virginia general partnership (hereinafter "Ryan") and FRANK E. ACIERNO (hereinafter "Acierno") (Ryan and Acierno shall hereinafter be collectively referred to as "Declarants").

WITNESSETH:

WHEREAS, Declarants are the owners of all those certain lands situate in New Castle Hundred, New Castle County and State of Delaware, being known as WETHERSFIELD, as shown on a certain Record Major Subdivision Plan prepared by Mann-Talley Engineers & Surveyors, dated April 1, 1988, of record in the Office of the Recorder of Deeds of New Castle County in Microfilm No. 9320 (hereinafter the "Property"); and

WHEREAS, Declarants desire to construct, and are in the process of constructing, thereon, a single-family residential community for the benefit of said community; and

WHEREAS, Declarants desire to provide for the orderly preservation of property values for the individual dwelling lots and individual dwelling units in said community and, to that end, desire to subject the Property to the covenants and restrictions, hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarants do hereby covenant and declare that they shall hold and stand seized of the Property, subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarants, their respective successors and assigns:

ARTICLE I

GENERAL USE RESTRICTIONS

Section 1. Private Residences. Each lot in the Property shall be used for private residential purposes only and

7/24/94

no buildings of any kind, except private dwelling units, shall be erected or maintained thereon, except such outbuildings as are customarily appurtenant to residential dwelling units. Each house shall be used solely for single family purposes and occupancy and for the exclusive use of the single family occupying the house.

Section 2. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any lot.

Section 3. Animals and Pets. No animals of any kind, other than usual household pets, shall be kept or maintained on any lot. Any animal shelter (i.e., doghouse, rabbit hutch, etc.) shall be made of wood, of high quality craftsmanship, and shall be no larger than 3' x 4' x 3'.

Section 4. Vegetable Gardens. No vegetable gardens shall be kept or maintained inside the house or in the front or in any side yard areas.

Section 5. Television and Radio Antennas. No permanent or temporary radio receiving or transmitting antenna or temporary television antenna shall be installed, constructed, placed or maintained on any lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling house.

Section 6. Trash Receptacles. Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, except for regular collection days, when they may be placed temporarily at the curb.

Section 7. Prohibited Vehicles. No trucks, buses, travel trailers, utility trailers, campers or disabled vehicles, of any description, shall be kept or maintained on any street, lot or driveway, except that pick-up trucks up to and including 3/4 ton and enclosed vans up to 10,000 lbs. G.V.W. are permitted, provided that they do not exceed a height of seven feet.

Section 8. Fences. No fence shall be erected on any lot closer to the front street line than the rear face of the

CK1053 10148

dwelling on said lot. No fences shall be of a height of more than six (6) feet and all such fences shall be constructed of natural finish wood (i.e. stockade, split rail, privacy, etc.).

Section 9. Signs. No signs, of any nature whatsoever, shall be erected, placed or maintained on any lot within the Property, except that a single real estate "For Sale" sign may be temporarily placed and maintained on the lots.

Section 10. Lawn Mowing/Lawn Maintenance. The owner of each lot shall be responsible for the maintenance of sidewalks (if any) adjacent to their respective lots, landscaping, grass and weeds thereon and shall mow said lot at least once during each of the months from March through November.

#### ARTICLE II

##### CHANGES IN THE DECLARATION

These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots located on the Property, which amendment shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarants, so long as they are the owners of any of said lots shall, jointly and mutually, have the absolute right to amend this Declaration from time to time without the joinder of any other lotowners by executing and recording an amendment in the Office aforesaid, if such amendment is:

- (a) required by Federal, State, County or local law, ordinance, rule or regulation; or
- (b) required by any mortgagee of improved lots and dwelling houses on the Property; or
- (c) required by any title insurance company issuing title insurance to owners and/or mortgagees of the same; or

EX 1063:0149

(d) required by the Federal Housing Administration Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the Property.

ARTICLE III

CHANGES IN THE RECORD PLAN

Acierno, with respect to lots now owned by him, and Ryan, with respect to lots owned by it, shall have the absolute right, power and privilege, without the consent or joinder of the owners of Lots, to amend, enlarge and resubdivide any existing or future record subdivision, land development and resubdivision plans for all or any part of the Property. Each owner of a Lot, by accepting a deed thereto, irrevocably authorizes and empowers the Declarant to sign all such amended, enlarged or subdivided plans on behalf of such owner; provided, however that the actual consent, joinder and signature of the record owner shall not be required for any amended, enlarged or resubdivided plan which, as to such owner's Lot, would (i) change the Lot lines, (ii) impose new easements on such Lot, or (iii) add or eliminate sidewalks to or from such Lot. This Article shall terminate at such time as Declarants, their successors and express assigns of the rights, powers and privileges herein contained, no longer own any Lot within the Property.

ARTICLE IV

ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages; and failure to enforce any covenant or restriction

CK1066.0150

herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. Action of enforcement may be brought by the Declarants, their successors and assigns, or any owner of any land which is the subject of this Declaration. Declarants reserve the right to assign their power to modify or enforce these covenants and restrictions by an appropriate instrument in writing, recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware.

ARTICLE V

SEVERABILITY

Invalidation of any one of these covenants or restrictions, or any portion thereof, by judgment or court order, shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE VI

INTERPRETATION

This Declaration shall bind all lots in the Property owned by Declarants as of the date on which this Declaration is recorded and all other lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed to prohibit or impede the construction by Declarants, or their successor in title, on vacant lots, or from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, or generally carrying on their business as to the development of the Property.

IN WITNESS WHEREOF, the said RYAN OPERATIONS G.P., has caused its name, by Ryan Homes, Inc., its general partner, to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, and the said FRANK E. ACIERNO

EX 1063:0151

has executed this Declaration, the day and year first above  
written.

Sealed and Delivered  
in the Presence of:

RYAN OPERATIONS G.P., by  
Ryan Homes, Inc., its General  
Partner

Attest: *Dennis M. White*  
*Asst. Secretary*

By: *[Signature]*  
President



[Corporate Seal]

Witness: *[Signature]*

*Frank E. Acierno* (SEAL)  
Frank E. Acierno

