

## LANCASHIRE DEED RESTRICTIONS

RESTRICTIONS made the 26th day of April, A.D. 1962 by Mann Construction Company a corporation of the State of Delaware, and recorded in Deed Record I, Vol. 69, Page 1, New Castle County Records.

WHEREAS Declarant is the owner in fee simple of ALL That certain tract of land situate and being in Brandywine Hundred, New Castle County and State of Delaware, as shown on a certain Final Plat entitled, "Final Street & Lot Plan of LANCASHIRE" prepared by Howard L. Robertson, Civil Engineer and Surveyor of Wilmington, Delaware dated October 11, 1961 and intended to be recorded in the Office for the Recording of Deeds in and for New Castle County, Delaware, under the provisions of the Regional Planning Act of New Castle County said tract being more particularly bounded and described by metes and bounds in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS the said Declarant desires to declare and set forth the restrictions, covenants which shall be binding upon the aforesaid tract of land;

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That for and in consideration of the premises, the said Declarant does hereby covenant and declare for itself, its successors and assigns, that it and they shall stand seized of the above mentioned tract of land on the aforesaid Plan of LANCASHIRE;

UNDER AND SUBJECT, nevertheless, to the following covenants, agreements, conditions, easements, reservations and restrictions:

1. These covenants, agreements and restrictions are to run with the land non the aforesaid Plan of Lancashire, and shall be binding upon the Declarant, its successors and assigns, and all persons claiming upon them, until January 1, 1992 ar which time the said covenants, agreements and restrictions shall be automatically extended for successive period of ten (10) years, unless by a vote of the majority of the then owners of lots on said Plan it is agreed to change said restrictions or terminate them in whole or in part.

2. The land laid out on the aforesaid Plan in numbered lots (EXCLUDING parts of LOTS NOS. 159, 160 and 161, BLOCK G, and part of LOT NO. 8, all of LOTS NOS. 9, 10, 11, 12, 13 and part of LOT NO. 14, BLOCK L) shall be used for private residential purposes and no building shall be erected or maintained on any residential building plot other than one single family detached dwelling house and a private garage for the use of the owners or occupants of the dwelling on the plot upon which such garage is erected. A "residential building plot" may consists of one or more numbered lots, part of a numbered lot, or parts of numbered lots so long as such building plot complies with provisions of this Declaration and the Zoning Code of New Castle County. Note: Amendment dated January 11, 1967, Record Book K-78, Page 570.

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The area designated on said Plan as "APARTMENT AREA" is reserved for apartment house uses, including accessory buildings, subject only to the provisions of the Zoning Code of New Castle County or any amendments thereto and the restrictive covenants herein contained shall have not application to such "Apartment Area" provided that said "Apartment Area" may be used in whole or in part for single family detached dwelling house purposes and in the event any portion of said "Apartment Area" is used for single family dwelling house purposes, the portion so used shall be subject to the restrictive covenants herein contained and applicable to residential building plots.

With respect to the area designated on said Plan as "Dedicated for Public Open Space" Declarant reserves to itself, its successors and assigns, the right to transfer or convey the same or any part thereof to any non-profit corporation, association or to any or any uses permitted under any definition of "Public Open Space" now or hereafter adopted by the Regional Planning Commission for New Castle County. Declarant further reserves for itself, its successors or assigns, easements under, over and along said Public Open Space for the installation and maintenance of utilities, sewers and drainage facilities. Said Public Open Space is also subject to easements for sanitary sewer purposes shown on the aforesaid Plan, as well as to an easement for the benefit of any Public Authority which may have jurisdiction in the matter to enter upon the banks of Naamans Creek in connection with any flood control or drainage purposes.

3. No building shall be erected or maintained on any residential building plot included within the aforesaid metes and bounds:

(a) Nearer to the front lot line or nearer to any side street line than the building set back lines shown on the aforesaid Plan. In any event, no building shall be erected or maintained nearer than twenty-five (25) feet to any street line.

(b) Nearer to any side property line than eight feet provided that the aggregate width of the two side yards shall not be less than twenty (20) feet, except that with respect to a corner plot the side yard abutting the side street line shall comply with the set back restriction set forth in sub-paragraph (a) of this numbered paragraph: or

(c) On any easement for utilities, storm and sanitary sewers or drainage easement shown on the aforesaid Plan or specifically reserved in this Declaration.

A private garage (which term includes carports) may be erected on any residential building plot for use in connection with any dwelling constructed on said plot; any such garage attached to and forming a part of the dwelling house shall be subject to the front, rear and side yard restriction applicable to the dwelling. A one-story detached garage may be constructed in the rear yard subject to the provisions of the Zoning Code of New Castle County applicable to detached garages; provided, however, that no detached garage shall be erected or maintained nearer than six (6) feet to any interior lot line.

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Bay windows, oriels, cornices, steps and uncovered porches may project into any required set back area to the extent permitted under the Zoning Code of New Castle County or any future amendments thereof.

Rear yards shall be provided on any residential building plot in conformity with the rear yard requirements under the Zoning Code of New Castle County for an R-ICC District.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than ten thousand (10,000) square feet or a width of less than eighty (80) feet at the front building setback line.

5. No trade, business, commerce, industry or occupation shall be conducted on any residential building plot or in any building erected thereon, except where a licensed physician or dentist uses a portion of the dwelling house in which he resides as his office.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the above described tract shall at any time so be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No pigs, chickens, poultry, rabbits, horses or cattle shall be kept or placed on any residential plot. No noxious or offensive trade or activity shall be carried on upon any residential plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. The total floor area of a dwelling on any residential building plot, exclusive of one story open porches and garage, shall be not less than eight (800) square feet.

9. No building shall be erected, placed or altered on any residential building plot in the subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Alfred J. Vilone, Sr., Olga N. Vilone, and Alfred J. Vilone, Jr., of Wilmington, Delaware or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers

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and duties of such committee and of its designated representatives, shall cease on and after prior to said date and effected thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

10. Without the necessity of any further reservation, all conveyances by Declarant, its successors and assigns, of any land shown on the aforesaid Plan, shall be subject to the following easements:

(a) Easements shown on the aforesaid Plan of Lancashire which easements are reserved to Declarant, its successors or assigns, for the installation and maintenance of utilities sewers, and for drainage purposes.

(b) Easements over, under and along the rear lines of all residential building plots and over, under and along the side property lines of all such plots hereinafter conveyed for a distance of six (6) feet from each side property line.

(c) Easements shown on the aforesaid Plan or otherwise of record.

Declarant reserves to itself, its successors or assigns, of any such easements the right to modify or extinguish the same in whole or in part without the consent of the owners of lots on the aforesaid Plan; provided that in the event any such easements are being utilized by any public authority or public utility company for utilities, sewers or drainage purposes, the easements being so utilized shall not be modified or extinguished without the written consent of such public authority or utility company.

11. The area abutting Marsh and Naamans Roads and designated on the aforesaid Plan as "Planting Strips" shall be used for the planting of trees, shrubbery and other similar ornamental purposes and no access shall be permitted for vehicular traffic across any such planting strips to and for Marsh and Naamans Roads.

12. In the event any dwelling or other permitted structure erected on any residential building plot is so placed that it violates a front, side or rear yard set back restriction as provided in this Declaration and such violation also constitutes a violation of any then applicable zoning law or regulations, the grant of a variance by the Board of Adjustment of New Castle County or other authority authorized to grant such a variance with respect to the zoning violation shall automatically constitute a variance and modification of these restrictions with respect to such violation.

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13. No fence, wall, hedge or mass planting shall be erected or permitted on any residential lot, except to the rear and sides of the main house structures; if the owner elects to erect a fence, wall hedge or mass planting to the rear and sides of his house structure, it shall not be permitted to be over four (4) feet high and must meet the approval of this Committee.

14. The purchasers of any lots thorough which, or abutting which, a stream may flow, shall be responsible, each to the other and to any appropriate public authority for the maintenance of the bed of said stream and in the same location of said stream bed as of the time a lot shall initially be conveyed by Mann Construction Company to each purchaser. Said stream shall be maintained without obstruction and no refuse or foreign matter shall be deposited or cast therein, nor shall the course of such stream be changed or altered by lot owners. In addition to any and all remedies which lot owners may have at law or in equity, each against the other for failure to abide by this covenant, each and every lot owner who shall purchase a lot through which the stream shall pass does hereby covenant and agree for himself, his heirs and assigns, that if he shall fail to maintain said stream and if the State Highway Department of the State of Delaware shall enter upon the banks of said stream (it being understood that the Said Department shall have the right to do so) and shall clear the same for this purpose of maintaining proper drainage, then each lot/owner shall be responsible for and shall pay to the said Highway Department the reasonable costs incurred by said Department as may be allocated to it to the various abutting property owners, in the exercise of reasonable discretion by said Department.

15. Declarant shall have no liability for property damaged or personal injury occurring to person, firm, corporation or authority by reason of or resulting from the use by any person, firm, corporation or authority of the streets, easements or public open space shown on the aforesaid Plan and all persons, firms, corporations or authorities using such streets, easements and public open space shall do so at their own risk without liability on the part of the Declarant, its successors or assigns.

16. These restrictions shall not prohibit the construction and maintenance on the above described lands of sample houses, construction and sales offices, storage and parking facilities and other necessary operations conducted thereon by a developer in connections with the business of constructing and selling dwelling houses on said lands or in connections with the construction and operation of apartment buildings on the "Apartment Area".

17. If Declarant, its successors or assigns, or persons claiming under them shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate within said metes and bounds to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent it, him or them from so doing or to recover damages or other dues for such violations.

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18. Invalidation of any of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

19. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the aforesaid otherwise; and no owner of any lot or lots included within the aforesaid metes and bounds shall have any rights or easements whether in law, equity or otherwise in or to any lands not included within the aforesaid metes and bounds, any law, custom or usage to the contrary notwithstanding.