

Tax Parcel Nos.: 09-036.00-012
11-010.00-051
Prepared by: Robert Burton Coonin
1218 Market Street
Wilmington, Delaware 19801

DECLARATION OF RESTRICTIONS

WESTOVER WOODS

This Declaration made this *21st* day of *August*, 1992, by
OLD BALTIMORE PIKE ASSOCIATES, L.P., a limited partnership of the
State of Delaware, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land
located in Pencader Hundred, New Castle County, State of Delaware,
consisting of 63.209 acres, more or less, consisting of two sections,
Section I being subdivided into sixty-five lots, which parcel of land
is described by metes and bounds in Exhibit "A", both sections of
which are shown in the Record Major Subdivision Plan of Westover
Woods, Section I (the "Plan"), prepared by Karins & Associates, Inc.,
dated April 7, 1992, which Plan is of record in the Office of the
Recorder of Deeds of New Castle County in Microfilm No. the said
parcel of land being designated for the construction of single family
detached dwellings, and;

WHEREAS, Declarant desires to make known and declare the
covenants, agreements, conditions, easements, reservations and
restrictions which shall be applicable to and bind the land as shown
and laid out on the aforesaid Plan, consisting of both Section I and
Section II, as described by metes and bounds in Exhibit "A" attached
hereto and made a part hereof:

(1) The use thereof shall be only residential and no
trade, business, commerce, industry or occupation shall be conducted
thereon, except that the practice of medicine and dentistry shall be
permitted in the dwelling house of a licensed physician or dentist.

(2) No structure shall be erected, placed or permitted to
remain thereon other than single family detached dwellings not
exceeding two and one-half stories in height.

(3) No building shall be erected or placed on any
residential building lot thereof which is not in conformity with
minimum zoning requirements.

(4) Any dwelling house erected upon any residential
building lot thereof shall be connected with a sanitary sewer system.

(5) No trailer, basement, tent, shack, garage, barn or
other out-building erected thereon shall at any time be used as a
residence temporarily or permanently, nor shall any structure of a
temporary character be used as a residence.

(6) No pigeons, chickens, poultry, pigs, rabbits, horses
or other non-household animals of any description shall be kept or
placed on any residential lot, nor shall household pets be kept
thereon unless within the house of the owner; and no owner of a
dwelling house shall keep on the premises more than two dogs and more
than two cats. No noxious or offensive trade or activity shall be
carried on upon any residential lot nor shall anything be done
thereon which may be or become an annoyance or nuisance to the
neighborhood.

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(7) No fence shall be erected on any part of the lots thereof which will enclose the front lawns. Fences shall be erected only to enclose the rear yards or erected from the rear face of the building on said lots to the rear lot line of said lots. No fence or wall shall be higher than four (4) feet and shall be constructed only of wood or shrubbery. If constructed of wood, such fence shall only be of the "post and rail" type consisting of vertical posts and two horizontal rails between such posts, wire mesh may be affixed to the inside of such fence for the purpose of keeping domestic animals on the premises.

(8) No fence, wall, hedge or shrubbery planting which obstructs sight lines and elevations between two (2) and five (5) feet above the roadways shall be permitted or placed on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

(9) No commercial vehicles, house trailer, boat, boat trailer, aircraft, or similar type of vehicles shall be parked or stored on any residential building lot.

(10) No television antenna shall be erected or maintained on the roof nor otherwise affixed to the exterior of the residential building lot.

(11) No dwelling house shall be erected upon any residential building lot unless as part of said dwelling house there be erected at the side of said dwelling house a two car garage with vehicle entry doors on the side of the house only.

(12) No signs, notices or advertising matter of any description shall be erected or permitted upon any of the land, buildings, streets or roadways thereof until January 1, 1998, without the consent of Declarant, its successors or designated representatives, and without the approval of the Approval Committee as hereinafter designated, except that a builder may use signs to advertise the property during the construction and sales period and except that a physician or dentist may use a name sign no larger than six inches by thirty inches to identify his office.

(13) Purchasers of any lot or lots thereof across whose lot or lots easements or drainage or utilities may pass, as shown on the aforesaid Plat or hereafter established, shall at all times maintain and occupy their lots so as not to interfere with the proper maintenance of said drainage and utilities; public utilities and such public authority as may have an interest in such easements shall at all times be entitled to enter upon said easements and abutting lands to the extent necessary for the purpose of properly maintaining the same.

(14) In addition but not in limitation of any of the provisions herein contained, Declarant, its successors or assigns, does hereby expressly reserve the right to convey more or less than a whole lot, and thereto subdivide the lots shown on the aforesaid Plat, for the purpose of correcting minor violations of the restrictions hereinabove set forth relating to side, rear, and setback lines and yards resulting from misplacement of a building or accessory structure on any lot. In making such sub-division for such purpose, it shall not be necessary to obtain the consent or agreement of the owner of any lot shown on the aforesaid Plat.

(15) No building, structure or retaining wall shall be erected, placed or altered on any building lot thereof until the

building plans, specifications, and plot plan showing the location of such building, structure or retaining wall have been approved in writing as to conformity and harmony of external design with the existing structures in the sub-division, and as to location of the building with respect to topography and finished ground elevation, by a committee known as the "Approval Committee" composed of Jeffrey I. Schwartz, P. O. Box 1001, Newark, Delaware 19715 and Robert Burton Coonin, Esquire, 1218 Market Street, Wilmington, Delaware 19801, or by a representative designated by a majority of the members of said committee. In the event of the 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 said 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 the covenant; and the powers and duties of such committee and its designated representative shall cease on and after January 1, 1998. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in the development of Westover Woods, and duly recorded in the Office of the Recorder of Deeds, in and for New Castle County, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(16) The foregoing covenants, agreements, conditions, easements, reservations, and restrictions shall be binding upon Declarant, its successors or designated representative, and all persons claiming under them, until January 1, 1998, at which time the same shall be automatically extended for successive periods of ten (10) years each until within one (1) year prior to January 1, 1997, or within one (1) year prior to the expiration of any successive ten (10) year extension, the majority of the then owners of lots included within the development of Westover Woods by an instrument of writing duly recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, modify, alter, change, abandon or terminate the same, in whole or in part.

If anyone shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements or reservations or easements contained herein, it shall be lawful for any other person or persons owning any real property shown on the aforesaid Plat of Westover Woods to prosecute in any proceeding at law or in equity the person or persons violating or attempting to violate the same and either to prevent him or them from so doing or to recover damages or other dues for such violations.

Invalidation of any one of these covenants, conditions, reservations, restrictions, easements or agreements herein contained shall in no way affect any of the other provisions which shall remain in full force and effect.

RESERVING ALSO to Declarant, its successors and assigns, the right to change, alter or amend this Declaration in any way it shall deem fit or necessary so long as Declarant owns at least fifty (50%) percent of the area as shown on the recorded plot, exclusive of land designated for streets and private open space. This is intended to be in addition to any other provisions herein contained and any inconsistency with the provisions of this paragraph shall be considered modified to carry out the intent of this paragraph.

IN WITNESS WHEREOF, the said OLD BALTIMORE PIKE ASSOCIATES, L.P., a limited partnership of the State of Delaware, has executed this Declaration through its general partners, Mardi Gras Associates, Inc. and Double S. Developers, Inc., the day and year aforesaid.

OLD BALTIMORE PIKE ASSOCIATES, L.P.

(Corporate Seal)

BY: MARDI GRAS ASSOCIATES, INC.
GENERAL PARTNER

ATTEST:

Maryann Wark
Assistant Secretary

BY:

Louis J. Capano, Jr.
LOUIS J. CAPANO, JR., President

(Corporate Seal)

BY: DOUBLE S. DEVELOPERS, INC.
GENERAL PARTNER

ATTEST:

Amelia G. Smith
Assistant Secretary

BY:

Alvin T. Schwartz
ALVIN T. SCHWARTZ, President

STATE OF DELAWARE)

) SS.

NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 21st day of August, 1992, personally came before me, Alvin T. Schwartz, President of Double S. Developers, Inc., a corporation of the State of Delaware, General Partner in Old Baltimore Pike Associates, L.P., a limited partnership of the State of Delaware, party to this Indenture, known personally to me to be such, and acknowledged this Indenture to be that of Old Baltimore Pike Associates, L.P.

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

M. ROBERTA BRIGGS
NOTARY PUBLIC
STATE OF DELAWARE
MY COMM. EXP 5/21/94

M. Roberta Briggs
NOTARIAL OFFICER

STATE OF DELAWARE)

) SS.

NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 21st day of August, 1992, personally came before me, Louis J. Capano, Jr., President of Mardi Gras Associates, Inc., a corporation of the State of Delaware, General Partner in Old Baltimore Pike Associates, L.P., a limited partnership of the State of Delaware, party to this Indenture, known personally to me to be such, and acknowledged this Indenture to be that of Old Baltimore Pike Associates, L.P.

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

Terri A. Strazzella
Notary Public
State of Delaware
Comm. Exp. 9/21/93

Terri A. Strazzella
NOTARIAL OFFICER

EXHIBIT A

ALL that certain piece, parcel or tract of land situate in White Clay Creek Hundred and Pencader Hundred, New Castle County, State of Delaware, being Section I and Section II as shown on the Record Major Subdivision Plan for "Westover Woods - Section I" prepared by Karins and Associates, Inc., Professional Engineers and Land Surveyors, Drawing No. 1097-3673, sheet 1 of 3, dated April 7, 1992, said Plan is of record in the Office of the Recorder of Deeds in and for New Castle, County, Delaware, in Microfilm No.

Being more particularly bounded and described as follows, to-wit:

BEGINNING at a found iron pipe on the existing southeasterly property line along Old Baltimore Pike, said point being a common corner for herein described property and lands now or formerly of Edward J. and Susana Lee; thence, from said point of Beginning, along said existing southeasterly property line along Old Baltimore Pike, South 71 degrees, 21 minutes, 42 seconds West, 1572.42 feet to a point; thence, leaving said existing southeasterly property line along Old Baltimore Pike, along lands now or formerly of Preston Cullen and Wife, North 7 degrees, 47 minutes, 52 seconds West, 233.10 feet to a found concrete monument, a corner in common with lands of "Newark Industrial Park" (M.F. #1459), said course passing over a found iron pipe being distant 2.69 feet from the last mentioned point along the existing southeasterly property line along Old Baltimore Pike; thence, along said lands of "Newark Industrial Park", in part, and along lands now or formerly of Edward W. Cooch, Jr., in part, North 7 degrees, 05 minutes, 09 seconds West, 1122.40 feet to a found concrete monument; thence, along said lands now or formerly of Edward W. Cooch, Jr., North 5 degrees, 32 minutes, 01 seconds West, 138.44 feet to a found iron pipe, a corner in common with lands of the "Robert C. Peoples Subdivision" (M.F. #1040); thence, along said lands of the "Robert C. Peoples Subdivision", in part, and along lands now or formerly of Fusco Properties, L.P., in part, North 85 degrees, 00 minutes, 41 seconds East, 1297.02 feet to a found iron pipe; thence, along said lands now or formerly of Fusco Properties, L.P., the following two (2) described courses and distances: 1) North 82 degrees, 13 minutes, 58 seconds East, 957.62 feet to a found wood post, and 2) South 16 degrees, 27 minutes, 11 seconds East, 715.63 feet to a found iron pipe, a corner in common with lands now or formerly of Lewis F. and Geraldine Young; thence, along said lands now or formerly of Lewis F. and Geraldine Young, the following two (2) described courses and distances: 1) South 69 degrees, 14 minutes, 33 seconds West, 161.26 feet to a found wood post, and 2) South 16 degrees, 05 minutes, 19 seconds East, 228.34 feet to a found iron pipe along the aforementioned southeasterly property line along Old Baltimore Pike; thence, thereby, South 69 degrees, 45 minutes, 44 seconds West, 274.86 feet to a point, a corner in common with the aforementioned lands now or formerly of Edward J. and Susana Lee; thence, leaving said existing southeasterly property line along Old Baltimore Pike, along said lands now or formerly of Edward J. and Susana Lee, the following four (4) described courses and distances: 1) North 26 degrees, 30 minutes, 26 seconds West, 69.24 feet to a found iron pipe, 2) South 71 degrees, 19 minutes, 46 seconds West 92.31 feet to a found iron pipe, 3) South 89 degrees, 16 minutes, 10 seconds West, 360.79 feet to a found iron pipe, and 4) South 15 degrees, 46 minutes, 39 seconds East, 199.61 feet to a found iron pipe being the point and place of Beginning. Containing within said described metes and bounds 63.209 acres of land, be the same more or less.

Property subject to any and all easements and restrictions as shown or noted on the aforementioned Record Major Subdivision Plan of "Westover Woods - Section I".