

AMENDED DEED RESTRICTIONS OF ASHBOURNE HILLS

**Deed Restrictions of Ashbourne Hills
Ashbourne Hills Civic Association
Effective January 1, 2000 AD**

The following covenants, conditions, easements, reservations and restrictions, which it is hereby agreed shall be covenants running with the land and shall be binding upon the low owners and residents of Ashbourne Hills, their heirs and assigns, and upon all of the lands included within the aforesaid metes and bounds, which said covenants, conditions, easements, reservations and restrictions are hereby imposed for the equal benefit of each and every lot which shall be laid out within the aforesaid metes and bounds and shall be binding on the lot owners and residents and all persons living in Ashbourne Hills included in said metes and bounds until January 1, 2010 at which time said covenants, conditions, easements, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each unless by a vote of the majority of the then owners of the lots included therein it is agreed to change said covenants in whole or in part.

1. If any party or parties, his or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any other real property situated within the aforesaid metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages for such violation.
2. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
3. All lots within the aforesaid metes and bounds shall be known as, and used for, residential lots, and no trade, business, commerce or industrial occupation shall be conducted thereon. 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.
4. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed three stories in height and a private garage of no more than two cars and/or one shed not to exceed 10 x 12 feet.

5. No building shall be erected nearer to the front line no nearer to any side street line than the building setback lines shown on the Plan of Ashbourne Hills, Section V to be recorded in the Office of the Recorder of Deeds in and for New Castle County, and no building shall be erected nearer than five (5) feet to any side property line and no building shall be erected on areas designated on the aforesaid plan as a utilities reservation.
6. The Ashbourne Hills Deed Restriction Committee, its successors and assigns, shall in all cases have the right to determine which are the front, side and rear lines of any lot, and also the amount of setbacks therefrom necessary to conform to the requirements hereof and its judgment and determination shall be final and binding.
7. A garage shall be erected beyond the rear line of the dwelling house unless it is to be made a part of or be attached to or connected with the dwelling house on the plot; all separate garages shall be of an architectural design conforming to that of the dwelling.
8. No building shall be erected or placed on any building lot which has an area of less than six thousand (6,000) square feet or a width of less than sixty (60) feet at the front or side setback.
9. The minimum ground floor area of the main structure of a one story house exclusive of open porches and garages shall not be less than eight hundred (800) square feet and as to one and one-half, two or two and one-half or three story structure, the ground floor area shall not be less than five hundred fifty (550) square feet.
10. No trailer, basement, tent, shack, garage, barn or other out building erected in the tract 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.
11. No pigeons, chickens, poultry, pigs, rabbits, horses or other animals of any descriptions shall be kept or placed on any residential lot, nor shall household pets be kept thereon unless with the house of the owner; and no owner of a dwelling house shall keep on the premises more than two dogs and or 2 cats.
12. No fence shall be erected on any part of the lots that would enclosed the front lawns. Fences shall be erected only to enclose the rear yards or from the rear face of the building on said lots to the rear lot line of said lots. No fence or wall dividing lots shall be higher than six feet and shall be constructed of ornamental metal or may be a picket, wood, vinyl or hedge fence but in no event shall such fence or wall be made of concrete block, unless the wall is erected as a retaining wall.

13. The Ashbourne Hills Civic Association hereby expressly reserves unto itself, its successors and assigns, the easements and rights of way indicated on the plot plan of record, and in addition thereto, easements and rights of way in and over each lot for the erection, construction, maintenance, and use of poles, wires, conduits, and the necessary or proper attachments in connection therewith, for the transmission of electricity for lighting, heating, telephone and other purposes, for storm water drains, land drains, public and private sewers, pipe lines, for supplying water, gas and heat and for any other public or quasi-public utility or function, conducted, maintained, furnished or performed by, or in any method above or beneath the surface of the ground.
14. No building or structure shall be erected, placed or altered on any building lot 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 of external design with the existing structure in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by the Ashbourne Hills Deed Restriction committee or by a representative designated by a majority of the members of the executive board of the Ashbourne Hills Civic Association. 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 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 this covenant. The approval described in this covenant shall not be required if the owners of the majority of the lots in this subdivision have deemed that the specifications would not be in violation of any of the restrictions noted in this covenant. The plans must be 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.

The Ashbourne Hills Civic Association, its successors and assigns, reserves the right to erect, alter and maintain within the metes and bounds of said tract, and for that purpose may use lots designated as residential lots which have not been conveyed, buildings to be used for schools, churches, libraries, art galleries, museums, hotels, clubs or for recreational, educational, religious or philanthropic purposes.

The Ashbourne Hills Civic Association, its successors and assigns, reserves the right to lay out, and for the purpose may use any lots designated as residential lots which have not been conveyed, for parks and playgrounds.

The residents and lot owners of Ashbourne Hills, shall not erect or permit the erection of any signs, notices or advertising matter of any description upon any of the lands, buildings, streets or roadways; on the land therein above described without the consent of the Ashbourne Hills Civic Association except that a builder or realtor may use signs to advertise the property during the construction and sales period.

It is hereby expressly conditioned that nothing herein contained shall constitute a conveyance of the title to or deduction of any street shown on the aforementioned plot plan the title to all such streets being hereby expressly excepted to the party of the first part, its successors and assigns, nor shall any deed from the part of the first part hereafter made convey any part of the land included in said tract, nor be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.

The Ashbourne Hills Civic Association reserves unto itself, its successors or assigns, the exclusive right to grade, change the grade of, regrade, change the location of, close, or partly close any street or other means of ingress and egress, provided such change shall not materially interfere with the right of convenient ingress and egress to and from, or take any part of any lot conveyed prior to such change or location or closing.

The Ashbourne Hills Civic Association, its successors or assigns, reserves the right to dedicate to public use, and the right to convey to any public authority or to any corporation having the power to acquire the same, all of its right, title and interest in and to any street or thoroughfare subject to such right of property owners as herein given and granted.

Nothing contained herein shall impose Ashbourne Hills Civic Association, its successors or assigns, any liability for property damage or personal injury occurring to any person whomsoever, by reason of the use of the streets or easements mentioned herein, and all persons using such streets and easements shall do so at their own risk and without liability on the part of the parties hereto, their heirs, successors or assigns.

Any or all of the said powers, titles, easements, and estates in this deed created by, excepted or reserved to Ashbourne Hills Civic Association, its successors or assigns, may be assigned to any one or more persons, associations or corporations, public or private, or quasi-public, that will agree to assure all the duties, obligations and liabilities of Ashbourne Hills Civic Association hereunder.

The Ashbourne Hills Civic Association, its successors and assigns, may at any time, remap, replot or change the layout of any of the lots in this development as to all or any part of said land which it may then own, provided such remapping, replotting or change of layout shall not affect any part of any lot conveyed prior to such change.

15. 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 metes and bounds, whether such lands are contiguous thereto or 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 and to any lands not included within the aforesaid metes and bounds, any law, custom or usage to the contrary notwithstanding.
16. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
17. The record owners, their heirs and assigns, of real property situated within the aforesaid metes and bounds obligate and bind himself, his heirs and assigns to become members of the aforesaid Ashbourne Hills Civic Association and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in the said civic association.
18. Each record owner of a parcel of real property situated within the aforesaid metes and bounds is deemed to covenant and agree to pay to the Ashbourne Hills Civic Association, such assessments to be fixed, established and collected from time to time as hereinafter provided for the general maintenance and upkeep of the common areas, streets, sidewalks, open areas and landscaping as the aforesaid civic association so deems.
19. An annual assessment, if necessary, shall be set by a majority vote of the record owners who are voting in person or by valid proxy at the annual meeting and any special assessments shall be set by a majority vote of the record owners who are voting in person or by valid proxy at the annual meeting or at a meeting duly called for this purpose.

20. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear an interest from the date of delinquency at the rate of eight percent (8%) per annum and the Ashbourne Hills Civic Association may bring an action at law against the record owner personally obligated to pay same or foreclose the lien against the property, and interest costs and reasonable attorney's fees of any such action shall be added to the amount of the assessment. No record owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the landscaping, sidewalks, private open spaces, common areas or abandonment of his lot.
21. It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract, the owner (not including mortgagee) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay said assessments to the Ashbourne Hills Civic Association including prior unpaid assessments.
22. Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued, provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the line of any further mortgage or mortgages which are placed on the property subject to such charges, with the intent that no such charges shall at any time be prior in lien to the lien of any mortgage or mortgages whatsoever on such property.
23. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon until otherwise modified consistent with the other provisions of this Declaration of Restrictions.
24. The foregoing covenants may not be modified, amended or altered in whole or in part except by the consent of 51 % of the record owners of lots, parcels and real property situated in the aforesaid metes and bounds.