

Tax Parcel Nos.: See Attached List

Prepared by: Robert Burton Coonin

1218 Market St.

Wilmington, DE 19801

DECLARATION OF RESTRICTIONS

YORK FARMS

This Declaration made this 9th day of March, 1994, by Double S Developers, Inc., and Anthony P. DiEgidio, of the State of Delaware, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land located in Red Lion Hundred, New Castle County, State of Delaware, consisting of one hundred and ten lots, being Lots 1 thru 110 inclusive, as shown on the Record Major Subdivision Plan of York Farms prepared by Tatmun & Lee Associates, dated May 11, 1990, which Plan is of record in the Office of the Recorder of Deeds of New Castle County in Microfilm No. 10667.

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:

(1) The use thereof shall be only residential and no trade, business, commerce, industry or occupation shall be conducted thereon, except that which is allowed by New Castle County code.

(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 dwelling shall be erected or placed on any residential parcel of land which has an area of less than that required by the Zoning Code of New Castle County for the applicable zoning classification or as the requirements of said Code may be modified in respect to any such parcel by the Board of Adjustment of New Castle County.

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

(5) 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 at least a two car garage.

(6) No trailer, basement, tent, shack, 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.

(7) No hedge or similar mass planting shall be erected or permitted except to the rear and side of the main house structure.

000000

94 APR 27 P 3:32.5

(8) No fence, wall, hedge or shrubbery planting which obstructs sight lines and elevations above two (2) 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 fence or wall shall be erected on any part of the lots thereof between the front lawn and the street. 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 shall be higher than four (4) feet and shall be constructed only 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.

(10) No boats, trailers, house trailers, campers, commercial vehicles, trailered or untrailered vehicles used for racing or recreational purposes shall be parked or stored for a period of more than seven (7) days in any calendar month on the lot. The Declarant has the right to remove any of the above in violation of this section with twenty-four (24) hours notice, and at the expense of the property owner.

(11) There shall be no television antenna, satellite dish or any other type of radio or video reception device placed on the exterior of the dwelling or any other part of the property unless specifically approved, in writing, by the Declarant, its successors or assigns. No sports equipment shall be affixed permanently to the structure or in the front yard of any property.

(12) 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.

(13) No signs, notices or advertising matter of any description shall be erected or permitted upon any of the land, building, 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.

(14) After construction of the original structure on any lot within this subdivision, no detached structure or addition to the principal structure shall be placed or erected without consent of the Declarant, its successors or assigns, with the exception that in-ground swimming pools and storage sheds may be placed in the rear yard, such sheds having a maximum size of 100 square feet and a height not to exceed nine (9) feet to roof top. All sheds shall be constructed with all sides fully enclosed with materials matching those used on the house.

The exterior design of any house erected within said development shall not be changed without receiving written approval from the Declarant, its successors or assigns. Exterior design shall be interpreted to mean all exterior elements, including but not limited to, entrance doors, garage doors, exterior trim, roofing, shutters, siding, paint colors and fencing style, material and color.

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 exterior 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, DE 19715 and Robert Burton Coonin, Esquire, 1218 Market Street, Wilmington, DE 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 has 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 York Farms 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.

(15) 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 Declarant or other person or persons owning any of the above identified lots on the aforesaid Plan to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and recover damages or other dues for such violation.

(16) Invalidation of any of these covenants, or any part thereof, by judgment or Court order, shall in no way affect any of the other provisions which shall remain in full force and effect.

(17) These restrictions shall not prohibit the construction and maintenance on the land on the aforesaid Plan of sample houses, signage, construction and sales offices, storage and parking facilities and other necessary operations conducted thereon by Declarant or other Developer with express written consent of Declarant in connection with the business of construction and selling or renting dwelling units on said lands.

(18) In the event any dwelling or other permitted structure erected on any residential building lot is so placed that it violates a front, side or rear yard setback restriction as provided herein and such violation also constitutes a violation of any then applicable zoning law or regulation, the grant of a variance with respect to the zoning violations shall automatically constitute a variance and modification of these restrictions with respect to such violation.

(19) Anything herein contained to the contrary notwithstanding, the Declarant hereby expressly reserves the right at any time to change or modify any of the restrictions, conditions, covenants, agreements or provisions of the lots shown upon said Plan.

(20) Lots 95 through 110 along Kirkwood St. Georges Road shall share equally in the maintenance of their respective common driveways.

(21) Without the necessity of any further reservation, all conveyances by Declarant, its successors or assigns, of lots on the aforesaid Plan shall be subject to the following easements which shall be easements hereby expressly reserved to Declarant, its successors or assigns, for the installation, use and maintenance of utilities and mail facilities, including, but not by way of limitation, gas, electricity, fuel oil, telephone, community antenna or cable television systems, pay TV systems, or other communications facilities, water, sewer, drainage, including appurtenant structures, accessory structures, and necessary service connections;

(a) Easements shown on the aforesaid Plan or otherwise of record;

(b) Easements under, along and across the area shown on the aforesaid recorded plat as intended to be dedicated for road purposes;

(c) Easements for the installation and maintenance of house connections with any such utility, wherever located on a lot, but only to the extent the owner and/or operator of such utility service shall have assumed responsibility for the maintenance of the aforesaid house connections;

(d) Temporary rights or easements, necessary or proper to the enjoyment of the aforesaid easements, to enter upon lands adjacent to such easements with trucks and equipment, for the purpose of maintaining or repairing any installations as may be reasonable and appropriate to such activity.

No owner of any property shown on the aforesaid Plan, nor any member of the public generally, shall have vested property interest or right, whether in law, equity or otherwise, in or to any of the easements reserved in the paragraph, and the Declarant reserves to himself, his successors or assigns (of any such easement), the right to modify, extinguish or vacate all or any of said easements; provided, however, in the event any such easement is being utilized by any public authority or public utility company for utilities, sewer lines or drainage purposes, such easement shall not be modified or extinguished without the consent of such public authority or public utility company.

(22) Failure by Declarant or any land owner to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to the one occurring prior or subsequently thereto.

(23) Any or all of the rights and powers, titles and estate reserved or given to the Declarant in this Declaration may be assigned to any one or more individuals, public governmental bodies, corporations or associates that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing to which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given and assumed by the said Declarant, the said Declarant thereupon being released therefrom.

(24) 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, 2004, 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, 2004, 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 York Farms 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.

IN WITNESS WHEREOF, the said Double S Developers, Inc. and Anthony P. DiEgidio have hereunto executed this Declaration the day and year first above written.

DOUBLE S DEVELOPERS, INC.

By

Attest:

ANTHONY P. DiEgidio

Witness

Witness

STATE OF DELAWARE)
) ss.
NEW CASTLE COUNTY

BE IT REMEMBERED, that on this 9th day of March, in the year of our LORD one thousand nine hundred and ninety-four, personally came before me, a Notarial Officer for the State of Delaware, Alvin T. Schwartz, President of Double S Developers, Inc., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

Agnes P. Tinucci
Notarial Officer

STATE OF DELAWARE)
) ss:
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 9th day of March, in the year of our LORD, one thousand nine hundred and ninety-four, personally came before me, a Notarial Officer for the State of Delaware, Anthony P. DiEgidio, party to this Indenture, known to me personally to be such, and singly acknowledged this Indenture to be his Deed.

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

Agnes P. Tinucci
Notarial Officer

AGNES P TINUCCI
MY COMMISSION EXPIRES 8/3/94

BK 1721 PG 0252

PARCEL NUMBER OF YORK FARMS

1201800 006	1201800 052
1201800 007	1201900 120
1201800 043	1201900 121
1201800 044	1201900 122
1201800 045	1201900 123
1201900 172	1201900 124
1201800 046	1201900 125
1201900 076	1201900 126
1201900 077	1201900 127
1201900 078	1201900 128
1201900 079	1201900 129
1201900 080	1201900 130
1201900 081	1201900 131
1201900 082	1201900 132
1201900 083	1201900 133
1201900 084	1201900 134
1201900 085	1201900 135
1201900 086	1201900 136
1201900 087	1201900 137
1201900 088	1201900 138
1201900 089	1201900 139
1201900 090	1201900 140
1201900 091	1201900 141
1201900 092	1201900 142
1201900 093	1201900 143
1201900 094	1201900 144
1201900 095	1201900 145
1201900 096	1201900 146
1201900 098	1201900 147
1201900 099	1201900 148
1201900 100	1201900 149
1201900 101	1201900 150
1201900 102	1201900 151
1201900 103	1201900 152
1201900 104	1201900 153
1201900 105	1201900 154
1201900 106	1201900 155
1201900 107	1201900 156
1201900 108	1201900 157
1201900 109	1201800 054
1201900 110	1201800 053
1201900 111	1201900 158
1201900 112	1201900 159
1201900 113	1201900 160
1201900 114	1201900 161
1201900 115	1201900 162
1201900 116	1201900 163
1201900 117	1201900 164
1201900 118	1201800 165
1201900 119	1201900 166
1201800 047	1201900 167
1201800 048	1201900 168
1201800 049	1201900 169
1201800 050	1201900 170
1201800 051	1201900 171