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# DECLARATION OF USE RESTRICTIONS

THIS DECLARATION OF USE RESTRICTIONS (hereinafter "Declaration") made this 1<sup>st</sup> day of August, 1991, by Quaker Ridge, Inc. (hereinafter "Declarant"),

## PREFACE

WHEREAS, Declarants are the record owners of certain parcels of land consisting of 16.3449 acres and 49.4002 acres respectively, more or less, situate in Mill Creek Hundred and New Castle County, State of Delaware, which parcels of land are bounded and described in Exhibit "A" attached hereto and made a part hereof (said parcel hereinafter referred to as the "Property");

WHEREAS, the development of the Property will be in accordance with a Record Major Subdivision Plan (hereinafter "the Plan" as that term is hereinafter further defined);

WHEREAS, this Declaration is intended to be a master document governing the Property;

WHEREAS, the restrictions, covenants, and easements herein set forth shall refer and apply only to the Property;

WHEREAS, in accordance with the Plan, the Property is presently intended to be developed into ninety-three (93) separate residential Lots (as that term is hereinafter defined);

WHEREAS, it is Declarants' intention to sell the aforementioned Lots;

WHEREAS, Declarants further desire to provide for the preservation and maintenance of the value and other attributes and amenities of the Property and, therefore, hereby subject the Property to certain restrictions, covenants and easements, as hereinafter set forth, all of which are for the benefit of the Property, the owners of any Lots situate therein, and all other parties hereinafter specifically named.

NOW, THEREFORE, Declarant hereby declares that the Property and any part thereof, as described in Exhibit "A" and shown on the Plan, is and shall hereafter be held, transferred, sold, conveyed and occupied, and subject to the covenants, restrictions and easements, hereinafter set forth, all of which shall run with the land and shall be binding upon all parties having or acquiring any interest whatsoever in the Property, or any part thereof.

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ARTICLE I - DEFINITIONS

The following words and terms when used in this Declaration shall have the following meanings:

1. "Declaration" shall mean and refer to this Declaration of Use Restrictions.
2. "Architectural Reviewer" shall mean and refer to Lewis J. Brandolini, III, presently of 1301 Lancaster Avenue, Berwyn, Pennsylvania 19312, and to any successor (s) designated by him by written memorandum of such designation executed by Lewis J. Brandolini, III (or the current Architectural Reviewer) and recorded in the Offices of the Recorder of Deeds in and for New Castle County, Delaware. In the event that the Architectural Reviewer shall be a committee and an incumbent member of said Architectural Reviewer shall resign, the resigning reviewer shall be entitled to appoint an individual to succeed him as reviewer in the manner described above, provided that such appointment is made and memorialized within thirty (30) days after said resignation. In the event that the Architectural Reviewer shall be a committee and incumbent member of said Architectural Reviewer shall die or become incompetent prior to designating a successor reviewer, the remaining incumbent reviewer (s) shall appoint his successor, but if all incumbent reviewers shall die, resign or become incompetent prior to designating a successor, the owner (s) of a majority of the lots in the Piersons Ridge development may elect a successor. In no event shall any of the Architectural Reviewers be liable to any owner or other person or entity for the direct or indirect consequences of acts or omissions in the good-faith exercise of his, her or its responsibilities as Architectural Reviewer hereunder. In the event that the Architectural Reviewer shall be a committee, its decisions shall be made by majority vote.
3. "Association" shall mean and refer to the Piersons Ridge Maintenance Association, Inc., a non-profit Delaware corporation, formed pursuant to a Maintenance Declaration executed by Declarant and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Book \_\_\_\_\_, Page \_\_\_\_\_.
4. "Plan" shall mean and refer to the "Record Major Subdivision Plan of Piersons Ridge" recorded in the office of the Recorder of Deeds in and for New Castle County, Delaware in Microfilm No. \_\_\_\_\_.
5. "Piersons Ridge" or "the development" shall mean and refer to the residential community to be constructed pursuant to the Plan.

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6. "Lot" shall mean and refer to each residential lot in Piersons Ridge as shown on the Plan.

7. "Property" shall mean and refer to the tract of land described in Exhibit "A" attached hereto.

8. "Member" shall mean a member of the Association. If a membership is owned by joint-tenants, co-tenants or tenants by entireties, the joint tenants, co tenants or tenants by the entireties shall collectively comprise a single Member.

9. "Owner" shall mean and refer to the legal title holder of a Lot in Piersons Ridge. If a Lot is owned by joint-tenants, co-tenants or tenants by the entireties, the joint-tenants, co-tenants or tenants by the entireties shall collectively comprise a single Owner. The mortgagee of a Lot shall not be an Owner unless or until such mortgagee has acquired fee title to the Lot.

10. "Road" means the interior roadway serving the Property as depicted on the Plan, and does not include any portion of Southwood Road.

11. "Governing Body" shall mean and refer to New Castle County, Delaware.

12. "Maintenance Declaration" shall mean that certain Maintenance Declaration dated November \_\_\_\_\_, 1989, made by the Declarants and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Book \_\_\_\_\_, Page \_\_\_\_\_.

#### ARTICLE II - USE RESTRICTIONS

1. Use and Structures. No Lot shall be used other than for residential purposes, including uses accessory thereto, as permitted by the applicable zoning ordinances and by this Declaration. No building shall hereafter be erected, altered or placed on any Lot except for one (1) private, detached, single family dwelling house with customary appurtenant structures constructed and maintained in accordance with this Declaration. No building or other improvements shall be erected, installed, altered or placed on any Lot unless the plans therefore have been expressly approved in writing by the Architectural Reviewer. Any owner desiring approval of plans for construction or alteration of a building or other structures (including, but not limited to, any driveway, sidewalk, garage, shed, swimming pool, tennis court, fence, fencing or wall) shall submit the building plans and specifications, a plot plan and a proposed grading plan, as well as any additional information requested, to the Architectural

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Reviewer for examination. The Architectural Reviewer, in his sole discretion, may reject plans on the basis of, inter alia non-compliance with ordinances or regulations, non-compliance with this Declaration, and/or undesirable architectural design, taking into consideration the suitability of the proposed building or other structures and of the materials of which it is to be built, the site upon which it is to be built, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from other lots or lands abutting Piersons Ridge, any plans not expressly approved in writing shall be deemed to have been rejected.

2. Expressly Prohibited Uses. Day Care facilities, private schools and other uses which precipitate significant additional traffic are expressly prohibited.

3. Roads. The Roads shall be used for only the following purposes: utility and drainage facilities, and vehicular and pedestrian ingress, egress and regress for lot owners and their invitees.

4. Aerials. No outside television aerial, electric line, overhead wires or satellite dishes of any kind shall be erected or maintained upon any Lot without the prior written approval of the Architectural Reviewer.

5. Fences and Barriers. No fence or other structure or any landscaping which acts as a barrier or screen, shall be erected, placed or maintained on any Lot without the prior written approval of the Architectural Reviewer.

6. Landscaping. No landscaping which incorporates the use of railroad ties or other components to retain soil, or to create terraces or steps, no landscaping which requires any recontouring of the land, and no landscaping that incorporates the paving, bricking, or covering of ground with stone, gravel or sand, shall be permitted without the prior written approval of the Architectural Reviewer.

7. Outdoor Lighting. No outdoor lighting shall be installed without the prior written approval of the Architectural Reviewer. No outdoor lighting shall be maintained which, due to its direction or intensity, unreasonably affects any other Lot in Piersons Ridge. The Architectural Reviewer shall arbitrate any dispute between Owners regarding the reasonableness of outdoor lighting, and all Owners regarding the reasonableness of outdoor lighting, and all Owners, by acceptance of a deed to their Lot (s) agree to be bound by the arbitrator's decision and promptly to abate any outdoor lighting condition deemed unreasonable.

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8. Signs. No advertising signs, or notices, except signs no larger than one (1) foot by two (2) feet identifying the Owner of a Lot, shall be erected or displayed on any Lot except upon the prior written consent of the Architectural Reviewer.

9. Temporary Residences, Vehicle Parking. No trailer, mobile home, basement, tent, out-buildings or structures of a temporary nature shall be used at any time as a residence on any Lot. No trailer, mobilehome, (whether occupied or not), boat, truck or commercial vehicle shall be parked on any Lot unless kept within the enclosed garage of a dwelling. The foregoing shall not apply to pick-up trucks of up to three quarter (3/4) ton payload and vans less than seven (7) feet in height.

10. Animals. Except for animals commonly recognized as domestic household pets, no animal or insects of any kind shall be raised or kept and no kennel for the breeding or boarding of animals shall be erected, maintained or used upon any Lot. A maximum of three dogs, cats or other commonly recognized domestic household pets may be kept on a Lot provided that: (1) they are not kept, bred or maintained for any commercial purpose; (2) no outside housing for any such animals or pets may be placed upon any Lot unless approved by the Architectural Reviewer; and, (3) all pets shall be maintained and controlled at all times so as not to offend or disturb any Lot Owners or occupants and in accordance with all applicable statutes, ordinances and regulations. Anything herein contained to the contrary notwithstanding, the owner of Lot# 25 may maintain up to two (2) horses on Lot# 25 provided that said horses are maintained solely for the non-commercial use and enjoyment of the occupants of the dwelling situate on Lot# 25.

11. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot, except in a closed metal or plastic receptable. Any such receptable shall be placed inside the dwelling or an approved appurtenant structure except for collection on the collection date as specified by the Association and/or in accordance with the regulations of the collection agency.

12. Lawn Mowing. The Owner of each Lot shall be responsible for the maintenance of grass and weeds thereon and shall, at a minimum, either mow said Lot with sufficient frequency so that the grass shall not exceed six (6) inches in height, or comply with the applicable ordinances, whichever requires more frequent mowings.

13. Construction Time. The exterior of any dwelling to be constructed on any Lot shall be completed within nine (9)

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months from the date of the first excavation or grading therefor.

14. Grading. Each Owner who intends to construct any dwelling or structure on his Lot shall prepare a grading plan therefor in conformity with all applicable soil and erosion control laws, ordinances and standards. Said plan shall be filed for review and approval with the Architectural Reviewer. The Owner of such Lot shall be solely responsible for the implementation of said plan, if and when said plan has been approved by the Architectural Reviewer.

15. Yards. No statue, sculpture, painted tree, bird bath replica of an animal or other object of a similar nature may be affixed or placed on any Lot or building, where the same would be visible from any street or adjacent or neighboring Lot, without prior written approval from the Architectural Reviewer.

16. Driveways. Each Owner shall be solely responsible for the maintenance of the driveway on such Owner's Lot, except as otherwise provided in this or other Declarations of record.

17. Trees. No tree in excess of ten (10) inches in diameter at breast height may be removed from any Lot without the express prior written consent of the Architectural Reviewer.

18. Vegetable Gardens. No vegetable garden shall be kept or maintained in the front or side yard of any Lot.

19. Laundry. No laundry shall be hung or exposed on any Lot, and no poles or appliances for the hanging of laundry shall be erected or maintained on any Lot.

20. Swimming Pools. No above-ground swimming pool shall be placed, erected or maintained on any Lot at any time. Any in-ground pool installed on a Lot shall be enclosed by a fence and be constructed and maintained in compliance with all applicable statutes, ordinances and regulations, and in accordance with the architectural review provisions of this Declaration.

21. Firewood. Outside storage of firewood shall be limited to two (2) cords (one cord being 8' x 4' x 4') neatly stacked in the rear yard, no closer than fifteen (15) feet to any side yard.

22. Temporary Structures. No temporary structure trailer or other similar facility shall be maintained upon the Property except temporary sales or construction offices

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approved in writing by the Architectural Reviewer may be located upon the Property.

23. Utility Lines. All utility lines, mains or conduits for gas, electricity, telephone, cable television, water, sanitary sewage and storm run-off shall be placed underground except for any pumping station, which may be constructed above ground. Easements and rights-of-way are hereby expressly reserved as shown on the Plan and over, upon and under all other portions of the Property (outside of areas preempted by the construction of permanent buildings and wooded areas designated by the Architectural Reviewer) for the purpose of placing, renewing, relocating, operating and maintaining all utility lines, mains, conduits and pumping stations as shall be necessary for the purpose of transmitting and distributing adequate and continuous electric light, heat, power, gas, telephone, television and sewer service to the various residences on the premises above described, including the right of ingress and egress to inspect, renew, repair, replace, add to, and/or remove the aforesaid facilities, as from time to time the Architectural Reviewer, or the responsible utility provider shall deem requisite and/or proper.

24. Street Dedication. The Association shall have the right to dedicate the bed of the Road to the appropriate governmental subdivision or agency without the joinder of any Owner of an abutting lot.

25. Modifications to Plan. There shall be no modification to the Plan without the prior written approval of the Architectural Reviewer. There shall be no modification to the grade, location or contour of the Roads except as required by operation of law or as required by the governmental agency having jurisdiction thereover.

#### ARTICLE III - MISCELLANEOUS

1. Enforcement, Non-Waiver. The Association, the Architectural Reviewer, or any Owner of a Lot shall have the right to enforce the covenants and restrictions herein contained by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction; to restrain violations; to require specific performance and/or to recover damages. The failure of the Association, the Architectural Reviewer, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any Member of the Association shall have the right to enforce the obligations imposed by this Declaration or the By-Laws of the Association, upon the Association or its Board

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of Directors, by a proceeding at law or in equity to restrain any violation and/or to require specific performance of any obligation or duty. In addition, the Architectural Reviewer shall have the right to enter upon any Lot as to which a violation or breach exists, and to summarily abate and remove at the expense of the Owner thereof such violation and the Architectural Reviewer shall not be deemed a trespasser by reason of such entry, abatement or removal.

2. Amendment. This Declaration may be amended or modified at any time or from time to time, upon the recording in the Office of the Recorder of Deeds in and for New Castle County, Delaware, of a document properly executed by the Owners of a majority of the Lots of Piersons Ridge and by the Architectural Reviewer setting forth the substance of the amendment.

3. Power of Attorney. By acceptance of a deed conveying record fee simple title to any Lot, the Owner of said Lot irrevocably designates the Architectural Reviewer as said Owner's attorney-in-fact to execute on behalf of said Owner, his heirs and assigns, Record Resubdivision Plans, Utility Agreements, Declarations and other documents required by ordinance or otherwise reasonably necessary to implement the development of the Property in substantial conformity with the Plan, to cure minor encroachments to promote safety or provide for the improved visual appearance of Piersons Ridge, provided that no such document shall alter any property line of any Lot or require the removal by any Lot Owner of any improvements constructed in conformity herewith, this power of attorney to be durable, unaffected by any subsequent incompetence of any Lot Owner. This power of attorney shall expire and be of no further force and effect on December 31, 1993.

4. Gender and Number. Throughout this Declaration, use of any gender shall be deemed to include the masculine, feminine and neuter genders, and except where a contrary intention appears, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular.

5. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the Member or Owner at the mailing address of such Owner's Lot.

6. Severability. Invalidity of any one of the covenants or restrictions herein contained by judgement or court order shall in no way affect the validity of any other provision hereof, and they shall remain in full force and effect.



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7. Binding Effect. The provisions of this Declaration shall insure to the benefit of, and bind, the Property, Declarant, and Architectural Reviewer, the Association, all Owners, all Members, and all other persons and entities bound by the terms hereof and the respective heirs, administrators, executors, successors and assigns of each of them, and are intended to run with the land. Upon conveyance by an Owner, (including the Declarant) of his interest in a lot, such Owner shall thereafter have no liability for any alleged breach or violation of this Declaration regarding said conveyed lot thereafter arising.

8. Recording. This Declaration shall be forthwith recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware.

IN WITNESS WHEREOF, the Declarants have executed this Declaration hereunto setting their hands and seals the day and year first above written.

Sealed and Delivered  
in the Presence of: