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RESTRICTIONS ON LANDS OF

WILLIAM S. PIERSON & KATHERINE F. PIERSON

AND

JOSEPH J. GARDNER & MARY C. GARDNER

The lot, piece or parcel of land herein described is subject to the following covenants, agreements, conditions, easements, reservations, restrictions and charges which it is hereby agreed shall be covenants running with the land and shall be binding upon William S. Pierson & Katherine F. Pierson, et al, hereinafter referred to as "Piersons", their heirs, executors, administrators, and assigns, and upon all the lands included within the aforesaid metes and bounds, which said covenants, agreements, conditions, easements, reservations, restrictions, and charges are hereby imposed for the equal benefit of all adjoining and neighboring tracts of land heretofore or hereafter conveyed by the Piersons out of the larger tract originally conveyed to them.

1. Each parcel of land conveyed shall be at least one (1) acre in size and not have more than one (1) single family residence on any lot which dwelling shall be detached and shall not exceed two and one-half (2-1/2) stories in height, and have appurtenant thereto no less than a two (2) car garage and no more than a three (3) car garage, with the entrance way thereto to be at the side or rear of the dwelling.

No residential lot may be subdivided or resubdivided without the express consent or permission of the Piersons, their heirs, executors, administrators, successors or assigns.

Any dwelling house upon the lands herein conveyed shall be of a type design for a single family residence and shall be used for private residential purposes, each such dwelling house shall be built only pursuant to plans and specifications of a type and style approved by Piersons, their heirs, executors, administrators, successors or assigns. Said Piersons shall have the right to refuse to approve any such plans or specifications which in their opinion are not suitable or desirable; and in so passing upon such plans and specifications, the said Piersons may take into consideration the suitability of the proposed building or other structure and of the materials with which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the affect of the building on other structures as planned on the out-look from the adjacent or neighboring properties.

Each and every dwelling constructed upon each of the lots must have the first floor thereof built from permanent type materials. No asbestos siding, artificial stone or artificial brick may be used upon other places of the dwelling. A two (2) story dwelling shall have no less than one thousand five hundred (1,500) square feet of ground floor area, exclusive of the garage, porch and basement space, and no less than one thousand square feet comprising the second floor area. A ranch type dwelling shall have no less than two thousand five hundred (2,500) square feet of ground floor area, exclusive of the garage, porch and basement space.

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2. No building or structure, or parts thereof, shall be erected at a distance closer than forty feet from the front lot line nor closer than fifteen (15) feet from the side lot line of any of the lots. No building or structure or parts thereof shall be erected on a corner lot at a distance closer than forty (40) feet from the front lot line on either street. Said Piersons, their heirs, executors, administrators, successors or assigns, shall in all cases, have the right to determine which are the front, side and rear lines of any lot.

3. No trade or business, nor any building designed or intended for such purpose or for industrial or manufacturing purposes, or for any dangerous or offensive trade or business whatsoever, shall be erected, permitted, maintained, or operated on any of the land included in said tract; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained upon any of the said lands, nor any live poultry, pigeons, hogs, cattle, or other livestock be kept thereon.

There shall not be created or permitted upon any of the lands or roadways within the boundaries of the land hereby conveyed any signs, notices, or advertising matter of any description unless the written consent of said Piersons, or their heirs, executors, administrators, successors or assigns, has first been obtained.

Dogs shall be permitted to reside in suitable kennels upon the premises, which kennels shall conform with the plans of the dwelling house and must be approved by said Piersons.

4. No one shall be permitted to place or expose any ashes, garbage or debris, loose or contained in receptacles at any place beyond one (1) foot of the front wall of the building facing the road upon which such building fronts. Ashes, debris, and garbage shall be kept in secure, closed, iron or galvanized iron receptacles.

5. No outside or chemical toilets shall be permitted. The construction of a cesspool or septic tank, its location on the lot and tile disposal field, if any, shall be in accordance with the requirements of local and state health authorities.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding 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. Easements and rights-of-way are hereby reserved on, over, under and along all of the lots for poles, wires, pipes, and conduits for lighting, heating, electricity, gas, telephone, and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds all of which shall be confined so far as practicable ten (10) feet from the rear line of each lot or lots and five (5) feet from the side lines of each lot or lots. In addition to the aforesaid ten (10) feet wide easement or right-of-way from the rear line of each lot or lots situate along any stream is hereby reserved for drainage purposes.

Together with the right of access thereto at any time for the purpose of further construction and repair. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement an/or right-of-way.

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8. No unusually high accessory type structures (TV antenna towers) shall be permitted. No unusual structures shall be permitted such as an Oriental, Spanish or otherwise nonconforming dwelling. There shall be no above ground swimming pools.

No greater than fifty (50) percent of the property may be occupied by building.

9. Any structure under construction must be completed with twenty-four (24) consecutive calendar months of beginning date of building.

10. Utility construction (sewer pipes, electrical lead-in, telephone and water) must be underground service.

11. All lot owners within the lands herein described shall be members of a common maintenance association and shall be subject to assessments on an equal basis for the maintenance of common areas such as common access roads in the area described or such other areas south of the lands herein described which will use the proposed common access road. The lot owners by acceptance of title to said lots shall be held to consent to pay such annual assessment, if applicable. Said assessment shall be a lien on the owners land and shall be subordinated to the lien of any mortgage or mortgages when such service charge accrues; provided that such subordination shall be applicable only to charges that shall become payable on the passing of title under foreclosure of such mortgage or mortgages, and nothing herein shall be held to affect the rights to enforce the collection of such charges accruing after sale under foreclosure to such mortgage or mortgages; and providing further, that such charges accruing after foreclosure also shall be subordinate in lien to the lien of any further mortgage or mortgages which are placed on the herein described property, with intent that no such charge shall at any time be prior in lien to the lien of any mortgage or mortgages whatsoever on the herein described property. It is understood that Joseph J. Gardner and Mary C. Gardner, shall not be subject to any assessment described herein unless and until they should connect to and use the common area and common access road described above.

12. If the parties hereto, or any of them or their heirs, executors, administrators, successors or assigns, shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lots in the lands conveyed to or by Piersons, their heirs and assigns, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other relief for such violation for a period of twenty years from the date hereof. These restrictions shall automatically renew themselves for ten (10) year terms at the end of each term unless three-fourths (3/4) of the then lot owners vote to amend these restrictions.

13. Invalidiation of any one of these convenats by judgment or court order shall in no wise affect any of the provisions which shall remain in full force and effect.

14. The foregoing covenants, agreements, conditions, easements, restrictions and reservations shall apply to and bind only the lands included within the metes and bounds now or formerly held by William S. Pierson and Katherine F. Pierson, his wife, said lands being more particularly bounded and described in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record K, Volume 54 and Page 269, and in no event shall be construed to apply to or in any manner bind or affect any lands

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not included within the aforesaid described 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 or to any lands not included within the aforesaid metes and bounds any law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, JOSEPH J. GARDNER and MARY C. GARDNER, his wife, and WILLIAM S. PIERSON and KATHERINE F. PIERSON, his wife, have set their hands and seals, this 1st day of August, 1976.

STATE OF DELAWARE)
: ss.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 27th day of August, in the year of our LORD, one thousand nine hundred and seventy-six, personally came before me, the subscriber, a notary Public for the State and County aforesaid, WILLIAM S. PIERSON & KATHERINE F. PIERSON, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

[Signature]
Notary Public

STATE OF DELAWARE)
: ss.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 1st day of August, in the year of our LORD, one thousand nine hundred and seventy-six, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, JOSEPH J. GARDNER & MARY C. GARDNER, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their act and deed.

GIVEN under my hand and seal of office, the day and year aforesaid.

[Signature]
Notary Public

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RECORDED FOR RECORD Aug 22 1976