

**DECLARATION OF RESTRICTIONS**

THIS DECLARATION, made this 9<sup>th</sup> day of August, 1988, by ALBERT H. MARTA and ANNE M. MARTA, his wife (hereinafter called the "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of all those certain lands situate in the City of Newark, New Castle County and State of Delaware, being known as JENNEY'S RUN, and being more particularly bounded and described as set forth on the attached Exhibit "A"(hereinafter the "Property"); and

WHEREAS, Declarant desires to create thereon a residential townhouse community for the benefit of said community; and

WHEREAS, Declarant desires to provide for the orderly preservation of property values for the individual dwelling lots and individual dwelling units in said community and, to that end, desires to subject the real property described above to the covenants and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant does hereby covenant and declare that it shall hold and stand seized of the Property and subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns:

**ARTICLE 1**

## GENERAL USE RESTRICTIONS

Section 1. Density. The development of the Property shall be expressly limited to the construction of no more than 72 townhouse units, substantially as reflected by the July 7, 1987 Karins and Associates, Inc., Revised Record Major Subdivision Plan of Jenney's Run (hereinafter "the Plan"), which is or is about to be recorded by the City of Newark in the Office of the Recorder of Deeds in and for New Castle County.

Section 2. Additional Development. In the event Declarant, the grantees, transferees, successors or assigns of Declarant's rights in the Property acquires the property located to the North of the Property, now or formerly of Clyde M. Cox and Marguerite H. Cox, his wife, the construction of townhouse units thereon shall be limited to no more than eight (8) additional units.

Section 3. Fences and Landscape Screening. The Declarant or their transferees, grantees, successors or assigns shall provide fences and landscape screening on the Property substantially as is reflected on the Plan.

Section 4. Private Residences. Each lot in the Property shall be used for private residential purposes only and no buildings of any kind except private dwelling units shall be erected or maintained thereon.

Section 5. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and/or mobile homes, shall be permitted or maintained upon any lot.

Section 6. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any lot.

Section 7. Vegetable Gardens. No vegetable gardens shall be kept or maintained inside of front yard areas.

Section 8. Television and Radio Antennas. **FIRST**

**AMENDMENT TO DECLARATION OF RESTRICTIONS** is hereby made and entered into this 28<sup>th</sup> day of July, 1992, by Jenney's Run Associates, L.P., a Delaware limited partnership (hereinafter "Declarant").

Section 8. Television and Radio Antennas. No Permanent or temporary installation of a television or radio antenna shall be constructed, placed, or maintained, on any townhouse dwelling unit or lot.

Section 9. Trash Receptacles. Trash receptacles shall be kept in enclosed areas, hidden from view, excepting on regular collection days, when they may be placed temporarily at the curb.

Section 10. Prohibited Vehicles. No trucks, buses, travel trailers, boat trailers, boats, utility trailers, campers or disabled vehicles of any description shall be kept or maintained on any street, lot or driveway, except that any of the same may be kept within enclosed garages and, except that pick-up trucks up to and including  $\frac{3}{4}$  ton and enclosed vans up to 10,000 lbs. G.V.W. are permitted, provided that they do not exceed a height of seven feet.

Section 11. Fences. **FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS** is hereby made and entered into this 28<sup>th</sup> day of July, 1992, by Jenney's Run Associates, L.P., a Delaware limited partnership (hereinafter "Declarant").

Section 11. Fences. No fence of any type shall be permitted on any lot. In the event that any fence is erected the Declarant or its assigns shall have the right to enter upon any such lot on which a fence has been erected and physically remove such offending fence. If a court order or other legal action for the removal of the offending fence is required, the subject lot owner

shall be responsible for all legal costs and expenses incurred by the Declarant or its assigns.

Section 12. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any lot within the premises described, except that a single real estate "For Sale" sign may be so placed and maintained.

Section 13. Swimming Pools. **FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS** is hereby made and entered into this 28<sup>th</sup> day of July, 1992, by Jenney's Run Associates, L.P., a Delaware limited partnership (hereinafter "Declarant')

Section 13. Swimming Pools. No swimming pools, of any type or nature, shall be permitted on any of the townhome lots.

Section 14. Lawn Mowing. The Owner of each lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said lot at least once during each of the months from March through November.

Section 15. Yards. No statutes, sculptures, painted trees, bird baths, or replicas of animals or other like objects may be affixed to or placed on any lot or building.

## ARTICLE II

### CHANGES IN THE DELARATION

These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots described at Exhibit "A, " which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the owner of any of said lots shall have the absolute right to amend this Declaration from time to time without the joinder of any other owners by executing and recording an amendment in the Office aforesaid, if such amendment is:

(a) required by Federal, State, County or local law, ordinance, rule or regulation; or

(b) required by any mortgagee of improved lots and dwelling houses in the premises; or

(c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or

(d) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the premises.

### ARTICLE III

#### CHANGES IN THE RECORD PLAN

Declarant reserves the right to amend from time to time the Record Plan of the Property provided that such amendment does not:

(a) increase the overall density of the Property;

(b) decrease the total amount of open space of the Property; or

(c) change the alignment of any street in the Property at any point where any lots not owned by Declarant abut any such street. By acceptance and recording of a deed in the Property, the grantee for himself and his successors in title shall be deemed to have given to Declarant his power of attorney for the purpose of executing any such resubdivision plan as owner, provided such resubdivision plan compiles with the terms of this Article.

### ARTICLE IV

## ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. Action of enforcement may be brought by the Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration. Declarant reserves the right to assign its power to modify or enforce these covenants and restrictions by an appropriate instrument in writing, recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware.

## ARTICLE V

### SEVERABILITY

Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

## ARTICLE VI

### INTERPRETATION

This Declaration shall bind all lots in the Property owned by Declarant as of the date on which this Declaration is recorded and all other lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or its successors in title to vacant lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for

construction and/or sales, storing construction materials and equipment, or generally carrying on its business as to the development of the Property.

IN WITNESS WHEREOF, the said Albert H. Marta and Anne M. Marta have set their hands and seals hereto the day and year first above written.