

by me, apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

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

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 \* Howard C. Aurtz \*  
 \* Notary Public \*  
 \* Appointed March 5, 1938 \*  
 \* For 2 Years \*  
 \* Delaware \*  
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Howard C. Aurtz

Notary Public

Received for Record Oct. 25, 1938 ✓

Albert Stetser

Recorder

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 THIS DEED, Made this twenty-first day of October in the year of our Lord onethousand nine hundred and thirty-eight,

BETWEEN, Lawrence P. Talley and Mildred P. Talley, of Brandywine Hundred, New Castle County and State of Delaware, parties of the first part, and Marjorie A. Furner, single woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Dollars (\$5.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

ALL That certain tract of farm land with the building therein erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to-wit:-

BEGINNING at a point on the centre line of the Foulk Road at a corner of lands of Curtis B. Talley, said point of Beginning being distant along the said centre line of the Foulk Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Silverside Road; thence from said Beginning point along the centre line of the Foulk Road South 45 degrees 36 minutes 30 seconds West 367.23 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence along line of lands of said John Webster North 41 degrees 53 minutes 15 seconds West 742.52 feet and north 41 degrees 49 minutes 45 seconds West 942.53 feet to an old corner stone; a corner of lands formerly of Clark Webster now lands of John Schutterlee; thence along line of lands of said John Schutterlee North 42 degrees 35 minutes West 715.12 feet to a corner of lands of the Thomas Gray Estate; thence thereby north 45 degrees 35 minutes 45 seconds East 425.26 feet, North 46 degrees 1 minute 45 seconds East 651.41 feet and north 49 degrees 31 minutes 30 seconds East 178.24 feet to a corner of lands formerly of Curtis B. Talley, now lands of Leonard G. Wise; thence along line of lands of said Leonard G. Wise South 39 degrees 48 minutes 30 seconds East 217.32 feet to a corner of lands of Curtis B. Talley; thence along line of lands of said Curtis B. Talley South 39 degrees 48 minutes 30 seconds East 228.90 feet, south 41 degrees 28 minutes East 450.49 feet, South 41 degrees 50 minutes 45 seconds East 656.98 feet and South 42 degrees 31 minutes East 838.05 feet to the Place of Beginning. Containing within said metes and bounds 67.94 acres be the same more or less. Excepting therefrom the parcels of land previously conveyed to John C. Sinelear, which said parcel is more particularly described in Deed Record S, Volume 40, Page 137, and parcel conveyed to the Mayor

and Council of Wilmington, which said parcel is more particularly described in Deed Record T, Volume 39, Page 508.

Subject, however, to the following restrictions easements and reservations:-

**Use of Land:** The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.

At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

**Approval of Plans:** No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the parcel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

**Set-Back:** No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

**Free Space:** The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.

**Nuisances:** There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used

for the purpose of carrying on any business, trade or calling; nor shall any noxious, dangerous, or offensive thing, trade or business, whatsoever be permitted or maintained on said property; nor shall there be erected, permitted, maintained or operated upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any kind of privy, nor shall any plant of manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other livestock be kept thereon.

**Sanitation:** For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her heirs, or assigns, a septic tank sewage disposal system with overflow drainage through field tile with uncemented joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.

**Right to Modify:** The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare.

**Right to Abate and Enforce:** Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

**Failure by the said grantors or any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.**

**Right to Assign:** Any or all of the rights and powers, titles, and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its, his, her, their 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 to and assumed by the said grantors, the said grantors thereupon being released therefrom.

**Easements Reserved:** Easements and rights of way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the side property lines of each lot shown on said

plot; such easements and rights of way shall have the following purposes; for the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

Right to Terminate: These covenants shall be taken to be real covenants running with the land and shall be binding upon the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, 1960, or prior to the expiration of some one of the ten years extension periods, appropriate instruments in writing consenting to their Termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirds of all the frontage as being to their best interest.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year aforesaid.

Sealed and Delivered ( )  
in the presence of ( )  
Howard C. Kurtz ( )

Lawrence P. Talley (SEAL)

Mildred P. Talley (SEAL)

State of Delaware ( )  
New Castle County ( )

BE IT REMEMBERED, That on this Twenty-first day of October in the year of our Lord one thousand nine hundred and thirty-eight personally came before me, the subscriber, a Notary Public of and for the County and State aforesaid, Lawrence P. Talley and Mildred P. Talley, his wife, parties to this indenture, known to me personally to be such, and severally acknowledged this indenture to be their deed, and the said Mildred P. Talley, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

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

\*\*\*\*\*  
\* Howard C. Kurtz \*  
\* Notary Public \*  
\* appointed March 5, 1938 \*  
\* for 2 Years \*  
\* Delaware \*  
\*\*\*\*\*

Howard C. Kurtz

Notary Public

Received for Record Oct. 25, 1938

Albert Stetser

Recorder

W.C. 22

THIS INDENTURE, Made the seventh day of January in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN The Holloway Company, a corporation of the State of Maryland, party of the first part, and Eugene Joseph Shields and Rose McDade Shields, his wife, of the City of Wilmington, County of New Castle and State of Delaware, parties of the second part.

**D e e d**

*BETWEEN*

**Lawrence P. Talley and Mildred P. Talley**

*AND*

**Marjorie A. Purner**

*CONTAINING*

**Restrictions, Covenants, Conditions, Etc.**

**Relating To**

**Pembrey**

**Brandywine Hundred, New Castle Co.**

**Delaware**

## NOTICE

Land in Pembrey, located in Brandywine Hundred, New Castle County and State of Delaware, will be conveyed subject to the provisions of this Deed dated October 21, 1938, and recorded in Deed Record C, Volume 41, Page 272, etc., Plot plan appearing in Record V, Volume 37, Page 601, dated September 29, 1938.

Inasmuch as the various restrictions, easements, covenants, conditions, etc., which appear herein will not be repeated in the Deeds to purchasers, a copy of this pamphlet should be delivered with each Deed and Contract of Sale and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, easements and covenants.

Upon re-sale of any property in Pembrey, this pamphlet should be delivered to the purchaser at such re-sale.

Each Deed for the Sale of land in Pembrey should contain a proper reference to this Deed and Plot Record.

LAWRENCE P. TALLEY,  
MILDRED P. TALLEY,  
Owners.



THIS DEED, Made this twenty-first day of OCTOBER, in the year of our Lord one thousand nine hundred and thirty-eight,

## Between

LAWRENCE P. TALLEY and MILDRED P. TALLEY, of Brandywine Hundred, New Castle County and State of Delaware, parties of the first part,

## And

MARJORIE A. PURNER, Single Woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five DOLLARS (\$5.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

## All

That certain tract of farm land with the buildings thereon erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to wit:—

BEGINNING at a point on the centre line of the Foulk Road at a corner of lands of Curtis B. Talley, said point of BEGINNING being distant along the said centre line of the Foulk Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Silverside Road; thence from said BEGINNING point along the centre line of the Foulk Road South 45 degrees 36 minutes 30 seconds West 367.23 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence along line of lands of said John Webster North 41 degrees 53 minutes 15 seconds West 742.52 feet and North 41 degrees 49 minutes 45 seconds West 942.53 feet to an old corner stone; a corner of

lands formerly of Clark Webster now lands of John Schutterlee; thence along line of lands of said John Schutterlee North 42 degrees 35 minutes West 715.12 feet to a corner of lands of the Thomas Gray Estate; thence thereby North 45 degrees 35 minutes 45 seconds East 425.26 feet, North 46 degrees 1 minute 45 seconds East 651.41 feet and North 49 degrees 31 minutes 30 seconds East 178.24 feet to a corner of lands formerly of Curtis B. Talley, now lands of Leonard G. Wise; thence along line of lands of said Leonard G. Wise South 39 degrees 48 minutes 30 seconds East 217.32 feet to a corner of lands of Curtis B. Talley; thence along line of lands of said Curtis B. Talley South 39 degrees 48 minutes 30 seconds East 228.90 feet, South 41 degrees 28 minutes East 450.49 feet, South 41 degrees 30 minutes 45 seconds East 656.98 feet and South 41 degrees 31 minutes East 838.05 feet to the Place of BEGINNING. CONTAINING within said metes and bounds 67.94 acres be the same more or less. EXCEPTING therefrom the parcels of land previously conveyed as follows:

To Mayor and Council of Wilmington, consisting of 2.42 acres of land, which said parcel is more particularly described in Deed Record T, Volume 39, Page 508.

To John C. Sinclair, consisting of 1.17 acres of land, which said parcel is more particularly described in Deed Record S, Volume 40, Page 137.

## RESTRICTIONS

Subject, however, to the following restrictions, easements and reservations:—

1. USE OF LAND: The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.



At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

2. **APPROVAL OF PLANS:** No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the parcel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

3. **SET-BACK:** No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

4. **FREE SPACE:** The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.

5. **NUISANCES:** There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used for the purpose of carrying on any business, trade or calling; nor shall any noxious, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall there be erected, permitted, maintained or operated upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any kind of privy, nor shall any plant or manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other livestock be kept thereon.

6. **SANITATION:** For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her heirs or assigns, a septic tank sewage disposal system with overflow drainage through field tile with uncemented joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.

7. **RIGHT TO MODIFY:** The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned



by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare.

8. **RIGHT TO ABATE AND ENFORCE:** Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Failure by the said grantors or any land owner to enforce any restriction, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

9. **RIGHT TO ASSIGN:** Any or all of the rights and powers, titles and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its, his, her, their 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 to and assumed by the said grantors, the said grantors thereupon being released therefrom.

10. **EASEMENTS RESERVED:** Easements and rights of way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the

side property lines of each lot shown on said plot; such easements and rights of way shall have the following purposes: For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

11. RIGHT TO TERMINATE: These covenants shall be taken to be real covenants running with the land and shall be binding upon the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, A. D. 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing consenting to their termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirds of all the frontage as being to their best interests.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year aforesaid.

Sealed and Delivered in the presence of } LAWRENCE P. TALLEY (Seal)  
HOWARD C. KURTZ } MILDRED P. TALLEY (Seal)

STATE OF DELAWARE }  
NEW CASTLE COUNTY } ss.

BE IT REMEMBERED, That on this twenty-first day of October in the year of our Lord one thousand nine hundred and thirty-eight personally came before me, the subscriber, a Notary Public for and of the County and State aforesaid, LAWRENCE P. TALLEY and MILDRED P. TALLEY, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their Deed.

AND the said MILDRED P. TALLEY, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

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

HOWARD C. KURTZ,  
Notary Public



# **D e e d**

*BETWEEN*

**Lawrence P. Talley and Mildred P. Talley**

*AND*

**Marjorie A. Purner**

*CONTAINING*

**Restrictions, Covenants, Conditions, Etc.**

**Relating To**

# **Dembrey**

**Brandywine Hundred, New Castle Co.**

**Delaware**

## NOTICE

Land in Pembrey, located in Brandywine Hundred, New Castle County and State of Delaware, will be conveyed subject to the provisions of this Deed dated October 21, 1938, and recorded in Deed Record C, Volume 41, Page 372, etc., Plot plan appearing in Record V, Volume 35, Page 601, dated September 29, 1938.

Inasmuch as the various restrictions, easements, covenants, conditions, etc., which appear herein will not be repeated in the Deeds to purchasers, a copy of this pamphlet should be delivered with each Deed and Contract of Sale and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, easements and covenants.

Upon re-sale of any property in Pembrey, this pamphlet should be delivered to the purchaser at such re-sale.

Each Deed for the Sale of land in Pembrey should contain a proper reference to this Deed and Plot Record.

LAWRENCE P. TALLY,  
MILWARD P. TALLY,  
Owners.

THIS DEED, Made this twenty-first day of October, in the year of our Lord one thousand nine hundred and thirty-eight,

## Between

LAWRENCE P. TALLY and MILWARD P. TALLY, of Brandywine Hundred, New Castle County and State of Delaware, parties of the first part,

## And

MAJORAN A. PUNTER, Single Woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Five Dollars (\$5.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

## All

That certain tract of farm land with the buildings thereon erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to wit:—

Beginning at a point on the centre line of the Fork Road at a corner of lands of Curtis B. Tally, said point of Beginning being distant along the said centre line of the Fork Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Silver Side Road; thence from said Beginning point along the centre line of the Fork Road South 45 degrees 36 minutes 30 seconds West 367.23 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence along line of lands of said John Webster North 41 degrees 53 minutes 15 seconds West 742.52 feet and North 41 degrees 49 minutes 45 seconds West 942.53 feet to an old corner stone; a corner of

lands formerly of Clark Webster now lands of John Schuetzler: thence along line of lands of said John Schuetzler North 42 degrees 35 minutes West 715.12 feet to a corner of lands of the Thomas Gray Estate; thence thereby North 45 degrees 35 minutes 49 seconds East 425.26 feet, North 46 degrees 1 minute 45 seconds East 651.41 feet and North 49 degrees 31 minutes 30 seconds East 178.24 feet to a corner of lands formerly of Curtis B. Talley, now lands of Leonard G. Wise; thence along line of lands of said Leonard G. Wise South 39 degrees 48 minutes 30 seconds East 217.32 feet to a corner of lands of Curtis B. Talley; thence along line of lands of said Curtis B. Talley South 39 degrees 48 minutes 30 seconds East 228.00 feet, South 41 degrees 28 minutes East 450.49 feet, South 41 degrees 30 minutes East 858.05 feet to the Place of Beginning. CONTAINING within said acres and bounds 67.04 acres be the same more or less. Excepting therefrom the parcels of land previously conveyed as follows:

To Mayor and Council of Wilmington, consisting of 2.41 acres of land, which said parcel is more particularly described in Deed Record T, Volume 39, Page 508.

To John C. Smiley, consisting of 1.17 acres of land, which said parcel is more particularly described in Deed Record S, Volume 40, Page 137.

### RESTRICTIONS

Subject, however, to the following restrictions, easements and reservations:—

1. Use OF LAND: The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.

*(Added in amended copy)*

At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupants of any land included in said tract.

2. APPROVAL OF PLANS: No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the parcel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

3. SETBACK: No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. The enclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

4. **Free Space:** The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.

5. **Nuisances:** There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used for the purpose of carrying on any business, trade or calling; nor shall any noxious, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall there be erected, permitted, maintained or operated upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any kind of privy, nor shall any plant or manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other livestock be kept thereon.

6. **Sanitation:** For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her heirs or assigns, a septic tank sewage disposal system with overflow drainage through field tile with undrained joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.

7. **Right to Modify:** The said grantors hereby expressly reserve the right at any time to amend, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned

by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare.

8. **Right to Abate and Enforce:** Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist therein contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Failure by the said grantors or any land owner to enforce any restriction, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

9. **Right to Assign:** Any or all of the rights and powers, titles and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignor or transferee shall join for the purpose of evidencing it; his, her, their 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 to and assumed by the said grantors, the said grantors thereupon being released therefrom.

10. **Easements Reserved:** Easements and rights of way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the



side property lines of each lot shown on said plot; such easements and rights of way shall have the following purposes: For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

11. **RIGHT TO TERMINATE:** These covenants shall be taken to be real covenants running with the land and shall be binding upon the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, A. D. 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing consenting to their termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirds of all the acreage as being to their best interests.

In WITNESS WHEREOF, the said parties of the first part have hereto set their hands and seals the day and year aforesaid.

Sealed and delivered in the presence of } LAWRENCE P. TALLER (Seal)  
HOWARD C. KURTZ } MILDRED P. TALLER (Seal)

STATE OF DELAWARE }  
New Castle County } ss.

BE IT REMEMBERED, That on this twenty-first day of October in the year of our Lord one thousand nine hundred and thirty-eight personally came before me, the subscriber, a Notary Public for and of the County and State aforesaid, LAWRENCE P. TALLER and MILDRED P. TALLER, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their Deed.

And the said MILDRED P. TALLER, being at the same time privately examined by me, swore from her husband, acknowledged that she executed the said Indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

Given under my Hand and Seal of office, the day and year aforesaid.

HOWARD C. KURTZ,  
Notary Public

**Be**

BETWEEN

**Lawrence P. Talley and Mildred P. Talley**

AND

**Marjorie A. Purner**

CONTAINING

**Restrictions, Covenants, Conditions, Etc.**

**Relating To**

**Pembrey**

**Thousandwine Hundred, New Castle Co.**

**Delaware**

*Amendment*

## NOTICE

Land in Pembrey, located in Brandywine Hundred, New Castle County and State of Delaware, will be conveyed subject to the provisions of this Deed dated October 21, 1938, and recorded in Deed Record C, Volume 45, Page 272, etc., Plot plan appearing in Record V, Volume 38, Page 601, dated September 29, 1938.

Inasmuch as the various restrictions, easements, covenants, conditions, etc., which appear herein will not be repeated in the Deeds to purchasers, a copy of this pamphlet should be delivered with each Deed and Contract of Sale and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, easements and covenants.

Upon re-sale of any property in Pembrey, this pamphlet should be delivered to the purchaser at such re-sale.

Each Deed for the Sale of land in Pembrey should contain a proper reference to this Deed and Plot Record.

LAWRENCE P. TALLEY,  
MILFORD P. TALLEY,  
Owners.

THIS DEED, Made this twenty-first day of OCTOBER, in the year of our Lord one thousand nine hundred and thirty-eight,

## Between

LAWRENCE P. TALLEY and MILFORD P. TALLEY, of Brandywine Hundred, New Castle County and State of Delaware, parties of the first part.

## And

MARJORIE A. PURNIA, Single Woman, of the City of Wilmington, County of New Castle and State of Delaware, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of FIVE DOLLARS (\$5.00), lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant and convey unto the said party of the second part, her heirs and assigns,

## All

That certain tract of farm land with the buildings thereon erected, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to wit:—

BEGINNING at a point on the centre line of the Foulk Road at a corner of lands of Curtis B. Talley, said point of BEGINNING being distant along the said centre line of the Foulk Road South 45 degrees 33 minutes 30 seconds West 802.11 feet from the centre line of the Silverdale Road; thence from said BEGINNING point along the centre line of the Foulk Road South 45 degrees 30 minutes 30 seconds West 367.25 feet and South 46 degrees 8 minutes West 869.73 feet to a corner of lands of John Webster; thence along line of lands of said John Webster North 41 degrees 43 minutes 15 seconds West 742.92 feet and North 41 degrees 49 minutes 45 seconds West 942.93 feet to an old corner stone; a corner of

lands formerly of Clart Weber now lands of John Schusterle; thence along line of lands of said John Schusterle North 42 degrees 35 minutes West 713.12 feet to a corner of lands of the Thomas Gray Estate; thence thenceby North 45 degrees 35 minutes 45 seconds East 457.26 feet, North 46 degrees 1 minute 45 seconds East 651.41 feet and North 49 degrees 31 minutes 30 seconds East 178.24 feet to a corner of lands formerly of Curtis B. Talley, now lands of Leonard G. Wise; thence along line of lands of said Leonard G. Wise South 39 degrees 48 minutes 30 seconds East 217.32 feet to a corner of lands of Curtis B. Talley; thence along line of lands of said Curtis B. Talley South 39 degrees 48 minutes 30 seconds East 228.90 feet, South 41 degrees 28 minutes East 450.49 feet, South 41 degrees 45 seconds East 656.98 feet and South 44 degrees 31 minutes East 833.05 feet to the Place of BEGINNING. CONTINUING within said mores and bounds 67.94 acres be the same more or less. EXCURSION therefrom the parcels of land previously conveyed as follows:

To Mayor and Council of Wilmington, consisting of 2.41 acres of land, which said parcel is more particularly described in Deed Record T, Volume 39, Page 508.

To John C. Sinelear, consisting of 1.17 acres of land, which said parcel is more particularly described in Deed Record S, Volume 40, Page 157.

## RESTRICTIONS

Subject, however, to the following restrictions, covenants and reservations:—

1. **USE OF LAND:** The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary outbuildings such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.

2. **APPROVAL OF PLANS:** No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the parcel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

3. **SET-BACK:** No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.



4. **FIRE SPACE:** The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground, except as hereinafter provided. Unscreened covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundations or other support) may encroach on this area by projecting from the side of the house not more than three feet.

5. **MANURE:** There shall not be stored, permitted, maintained or spread upon any of the land included in said tract any building or any other structure used for the purpose of carrying on any business, trade or calling; nor shall any manure, dung, or offensive thing, trade or business whatsoever be permitted or maintained on said property: nor shall there be erected, permitted, maintained or spread upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kind, nature, stable of any kind, cattle yard, hog pen, feed yard or house, compost, privy vault or any kind of privy, nor shall any place or manufacturing establishment of any kind, nor hives, nor bee poultry, hogs, cattle or other livestock be kept thereon.

6. **SEWERAGE:** For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantor, her heirs or assigns, a septic tank sewage disposal system with overflow drainage through field tile with unconnected joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.

7. **RIGHT TO MOWER:** The said grantors hereby expressly reserve the right at any time to mow, weed, clear or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned

by the said grantors, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half of any footage as being prejudicial to their welfare.

8. **RIGHT TO ABATE AND ENFORCE:** Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violations or breach cause, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist therein contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Failure by the said grantors or any land owner to enforce any restriction, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereof.

9. **RIGHT TO ASSIGN:** Any or all of the rights and powers, covenants and estates reserved or given to the said grantors in this deed may be assigned to any one or more individuals, corporations or associations that will agree to assume said right, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignor or transferor shall join for the purpose of evidencing in, his, her, their consent to the acceptance of such rights and powers; and such assignor or transferor shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the said grantors, the said grantors thereupon being released therefrom.

10. **EXISTING RESERVES:** Easements and rights of way are hereby expressly reserved in and over the near four feet of each lot and over the side yards thereof for a distance of three feet from the

side property lines of each lot shown on said plat; such easements and rights of way shall have the following purposes: For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

11. **REAS TO TRANSFER:** These covenants shall be taken to be and covenants running with the land and shall be binding upon the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, A. D. 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing concerning to their termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirds of all the frontage as being to their best interests.

In WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year aforesaid.

Signed and delivered in the presence of } LAWRENCE P. TALLRY (Seal)  
HOWARD C. KURTZ }

SEAL OF DELAWARE }  
New Castle County }

Be It Remembered, That on this twenty-first day of October in the year of our Lord one thousand nine hundred and thirty-eight personally came before me, the subscriber, a Notary Public for and of the County and State aforesaid, LAWRENCE P. TALLRY and MARION P. TALLRY, his wife, parties to this instrument, known to me personally to be such, and severally acknowledged this instrument to be their Deed.

Also the said MARION P. TALLRY, being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said instrument willingly, without compulsion or threats, or fear of her husband's displeasure.

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

HOWARD C. KURTZ,  
Notary Public

DEED FROM LAWRENCE P. TALLEY AND WIFE TO  
MARJORIE A. PURNER, DATED OCTOBER 21, 1938,  
AND OF RECORD IN NEW CASTLE COUNTY IN DEED  
RECORD C, VOL. 41, PAGE 272.

This deed restricts entire development of PEMBREY, as follows:

Use of Land: The land in the entire tract shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon, except private detached dwelling houses, private garages, and other necessary out buildings, such as a toolhouse or a greenhouse, for the sole use of the respective owners, or occupants of the plots upon which such are erected. Each dwelling to be designed for occupation by a single family.

At no time shall the land included in said tract, or any part thereof, or any building erected thereon, be sold, leased, conveyed to or occupied by anyone not of the Aryan branch of the Caucasian race. This prohibition, however, is not intended to include a domestic servant or other person, while employed in or about the premises by the owner or occupant of any land included in said tract.

Approval of Plans: No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or exterior change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure, the location of driveways, and the grading plan of the parcel of land to be built upon, shall have been submitted to and approved in writing by the within mentioned grantors and a copy thereof, as finally approved, lodged permanently with the said grantors. The said grantors shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in their opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, they shall have the

right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

**Set-Back:** No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any road, street, avenue or drive than 75 feet. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area.

**Free Space:** The dwelling house shall be erected not closer than 25 feet to any side property line of any parcel of ground except as hereinafter provided. Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building may encroach on such restricted areas by projecting thereon by not more than ten feet. Steps and uncovered porches may be built and maintained on any part of the restricted area. Single story bay or bow windows not more than 15 feet in height (exclusive of foundation or other support) may encroach on this area by projecting from the side of the house not more than three feet.

**Nuisances:** There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any building or any other structure used for the purpose of carrying on any business, trade or calling; nor shall any noxious, dangerous, or offensive thing, trade or business, whatsoever be permitted or maintained on said property; nor shall there be erected, permitted, maintained or operated upon any of the land included in said tract any graveyard, hospital, sanitarium or institution of like or kindred nature, stable of any kind, cattle yard, hog



pen, foul yard or house, cesspool, privy vault or any kind of privy, nor shall any plant of manufacturing establishment of any kind, nor billboard, nor live poultry, hogs, cattle or other live-stock be kept thereon.

Sanitation: For each and every plot or parcel of land that shall hereafter be employed for residence purposes, there shall be provided and maintained by the grantee, her heirs or assigns, a septic tank sewage disposal system with overflow drainage through field tile with uncemented joints laid upon a bed of cinders or crushed rock not less than one foot deep. The septic tank shall have a capacity of not less than 400 gallons, and the length of the drainage per person served shall be not less than 20 feet.

Right to Modify: The said grantors hereby expressly reserve the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein, as to any part of said tract then owned by the said grantors, and with the consent of the then owners as to any other land included in said tract, provided said changes can be made without the objections of the owners of more than one-half of any frontage as being prejudicial to their welfare.

Right to Abate and Enforce: Violation of any restriction or condition, or breach of any covenant or agreement herein contained shall give the said grantors, in addition to all other remedies, the right to enter upon the land or upon such as violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the said grantors shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Failure by said grantors or any land owner to enforce any restriction, condition, covenant or agreement herein contained



shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to subsequently thereto.

**Right to Assign:** Any or all of the rights and powers, titles, and estates reserved or given to the said grantors in this deed may be assigned to anyone or more individuals, corporations or associations 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 in which the assignee or transferee shall join for the purpose of evidencing its, his, her, their 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 to and assumed by the said grantors, the said grantors thereupon being released therefrom.

**Easements Reserved:** Easements and rights-of-way are hereby expressly reserved in and over the rear five feet of each lot and over the side yards thereof for a distance of three feet from the side property lines of each lot shown on said plot; such easements and rights-of-way shall have the following purposes: For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, public and private sewers, pipe lines for supplying of gas, water and heat and for any other public or quasi public utility or function, conducted, maintained, furnished or performed by or in any method beneath the surface of the ground. The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.

**Right to Terminate:** These covenants shall be taken to be real covenants running with the land and shall be binding upon

the heirs, executors, administrators and assigns of the grantee until December 31, A. D. 1960, at which time they shall be considered to be extended in their entirety for an additional period of ten years and thereafter for other successive periods of ten years unless, prior to December 31, 1960, or prior to the expiration of some one of the ten year extension periods, appropriate instruments in writing consenting to their termination in whole, or in part shall be filed for record, executed and acknowledged by the said grantors and by the owners of not less than two-thirds of all the frontage as being to their best interest.