

BLLENHEIM HOMES, L.P.

Tax Parcel Nos: 11-019.30-162 thru 1167
(and such others as may hereafter be acquired by Declarant from time to time)

Prepared by and return to:
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P.O. Box 2306
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File No. 92340-0340

DECLARATION OF RESTRICTIONS

This DECLARATION made this 11th day of October 1995, by BECKS POND, L.L.C. a Delaware limited liability company, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, Declarant either owns or has contracted to acquire all those certain lots, pieces, or parcels of land situate in Pencader Hundred. New Castle County and the State of Delaware known as Lot numbers 47 through 114, inclusive, and numbers 125 through 138, inclusive, and numbers 147 through 152, inclusive (individually a "Lot" and collectively the "Lots") as shown on that certain Record Major Subdivision Plan of Village of Becks Pond, prepared by Ramesh C. Batta Associates, P.A., engineers and surveyors, and recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 11614 (the "Plan") incorporated herein by reference and made a part hereof (the "Land"); and

WHEREAS, Declarant is desirous of imposing upon such Lots and portions of the Land as it now owns or hereinafter acquires certain restrictions and covenants respecting the use thereof:

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That for and in consideration of the premises, Declarant does hereby covenant and declare that henceforth it shall stand seized of the Land and premises under and subject to the following limitations, reservations, restrictions and conditions which shall be deemed to be covenants running with the Land and which shall be binding upon Declarant, its successors and assigns:

1. Private Residences. Each Lot shall be used for private residential purposes only and no buildings of any kind shall be erected or maintained thereon except private dwelling houses, and being designed for occupancy by a single family.

2. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of the Land or Lots and no horses, cows, goats,

hogs, poultry, pigeons, or similar animals shall be kept on any portion of the Land or Lots. No building (s) or improvements (s) shall be erected or maintained on any Lot which shall be used for the habitation or enclosure on any animal (s) excepting that usual household pets may be housed within the dwelling houses. All domestic animals, when outside of its respective owner's dwelling, must be on a leash and otherwise comply with all applicable municipal, county and state laws, regulations and ordinances.

3. Trade, Business, Etc. No trade or business of any nature whatsoever nor any building designed or intended for such purposes or for industrial or manufacturing purposes or for any dangerous or offensive trade whatsoever shall be erected, permitted, maintained or operated on any Lot or on any portion of the Land; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained upon any Lot or any portion of the Land.

4. Architectural Control. No building, shed, fence, wall, retaining wall, pond, post, cover, swimming pool or other construction shall be commenced, erected or maintained upon any lot nor shall any exterior addition to or change or alternation thereof, including, but not limited to, exterior façade color change and/or change in grade or drainage be made until the plans and specifications showing the nature, kind, shape, color, height, materials and proposed location of same (the "Plans") shall have been submitted to and approved in writing by Declarant. In granting or withholding any such approval, Declarant shall consider whether such request is in harmony with respect to design and location to surrounding structures and topography. In the event the Declarant or its successors and assigns fail to approve or disapprove such design and location within thirty (30) days after the Plans have been submitted to it, approval thereof will be deemed to have been given by the Declarant. The Declarant shall have the right to assign the power to approve or disapprove any such Plans at any time, in its discretion, to the Village of Becks Pond Maintenance Corporation, a Delaware not-for-profit corporation, or to an Architectural Control Committee, (the "Committee") which shall consist of three Lot owners of record who will be appointed by the Declarant. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative or the Maintenance Corporation shall be entitled to any compensation for services performed pursuant to this covenant. The record owners of a majority of the Lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdrawal powers and duties from the Committee or restore to it any of its powers and duties subject to the provisions of this Paragraph.

5. Fences. No fences of any kind shall be permitted or erected on any Lot, except those fences place or erected on the Lot by the Declarant or Declarant's agents, as part of the original design, plans and specifications for the residential dwelling originally constructed on each Lot.

6. Swimming Pools and Swimming Pool Fences. No above-ground or in-ground swimming pool or pool fences shall be constructed or maintained on any Lot.

7. Trees, Scrubs and Landscaping. Each owner of a Lot may install, cut or remove any tree, shrubs, or revise any landscaping within the boundaries of such owner's Lot. However, no Lot owner may cut, remove, install or otherwise change the condition of any trees, shrubs, or landscaping within any of the areas designated as open space, parkland, street or boulevard on the Plan. In the event any such trees, shrubs, or landscaping are so cut, removed, or the condition thereof changed in violation of the terms hereof by any owner of any of the Lots or such owner's agent, employee or servant, such Lot owner shall immediately replace said trees, shrub, or landscaping with like kind, size and variety.

8. Television and Radio Antennas. No television satellite dish having a diameter in excess of twenty-four (24) inches, no radio receiving or transmitting antenna or other similar device, no television transmitting antenna or other similar device, no television receiving antenna or other similar device, (except a normal consumer television receiving antenna mounted on a roof or chimney), shall be constructed, placed or maintained on the outside of any building or dwelling house on any lot.

9. Trash Receptacles. Trash receptacles shall be kept in enclosed areas, hidden from view, excepting that on regular collection days trash receptacles may be placed temporarily at the curb for trash collection purposes. Each Lot owner or occupant shall take all reasonable steps to prevent his/her garbage and refuse from omitting odors sufficient reasonable to annoy any other occupant or Lot owner.

10. Prohibited Vehicles. No trucks, except non-commercial pickup trucks and vans described below, travel, utility or boat trailers, campers, boats, disabled vehicles of any description or buses of any description shall be kept or maintained, temporarily or permanently, on any Lot, street, driveway or other area within the Land, except that such vehicles wholly within a closed garage. Pickup truck up to and including 3/4 ton and enclosed vans not exceeding 10,000 lbs. G.V.W. and a height of seven (7) feet are permitted provided such vehicles are not used for commercial purposes. Vehicle repairs, except tire changes and battery service, shall not be conducted on any Lot or the Land.

11. Clothes Lines and Laundry. No permanent outside clothes lines or clothesline posts are permitted. Portable outside clotheslines, which are approved by Declarant, shall be permissible, provided such portable outside clothes lines are used for drying clothes during daylight hours only.

12. Maintenance of Lawns, Shrubs, Sidewalks and Drainage Swales. All grass, shrubs, hedges, etc. shall be trimmed and maintained in a neat manner and in accordance with all applicable laws and ordinances. All sidewalks shall be repaired when required and kept free of ice and snow. Each owner of any lot by acceptance of a deed therefore is deemed to covenant and agree to maintain any and all drainage swales located on his property.

13. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any lot within the premises described, except that a standard single real estate "FOR SALE" sign may be so placed and maintained subject to all applicable laws and ordinances.

14. Vegetable Gardens. No vegetable garden shall be kept or maintained in the side or front yard area of any lot. Any such garden in the rear area of any corner lot shall be screened by shrubbery on the street side.

15. Window Treatment. All windows from the exterior shall show white or off-white fabric or color compatible with color of exterior finish of dwelling. Any disputes regarding color selection or compatibility will be determined in the sole discretion of Declarant, or its assigns.

16. Ornaments. No statues, sculptures, painted trees, bird baths, replicas of animals, persons or other like objects, except temporary holiday decorations and flags, may be affixed to or placed on any lot or building where such object would be visible from any street.

17. Exterior Lighting. No exterior lighting fixtures other than as shown on the dwellings homes constructed by Declarant or Declarant's designated agents, are permitted on any Lot, or on any structures on any Lot, without the prior written approval of the Plans for same pursuant to the provisions of paragraph 4 herein above.

18. Exterior Design and/or Color Schemes Changes. No Lot owner or occupant shall cause or permit any alterations of or changes to the exterior design and/or color scheme of any dwelling, or fences surrounding the dwelling, unless written approval is obtained pursuant to the provisions of paragraph 4 herein above.

19. Term. These covenants and restrictions shall run with and bind the Land and shall inure to the benefit of and be enforceable by the owners of any Lot or portion of the land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years unless nullified by an instrument signed by the then owners of two-thirds (2/3) of the lots and recorded in the office of the Recorder of Deeds in and for the New Castle County and State of Delaware.

20. Amendments. These covenants and restrictions may be changed, altered, or modified, in whole or in part, at any time by an instrument in writing signed by the owners of two-thirds (2/3) of the Lots described herein above recorded in the office aforesaid.

Notwithstanding the foregoing at the time of the conveyance of a Lot with the improvements erected thereon, if any, to any owner, each owner by acceptance of a deed therefore covenants and agrees that the Declarant, so long as it is the owner of any Lots within the premises herein above described shall have the absolute right to amend this Declaration without the joinder of any other Lot owners by executing and recording such amendments in the office aforesaid, if such amendment is required by:

- (a) federal, state, county or local law, ordinance, rule or regulation; or
- (b) any mortgagee of improvement lots and dwelling houses in the premises; or

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

(d) the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, 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.

21. Remedies. Enforcement of these covenants and restrictions shall be by any violating or attempting to violate any covenant or restriction herein contained. Each person, firm, or corporation who is found by a court, in any action to enforce these restrictions and covenants, to have violated any of these restrictions and covenants shall be liable for reasonable attorney's fees and other expenses, as allowed by the court, incurred in the prosecution of such action. Failure to so enforce any such violations shall in no event be deemed a waiver of the right to do so thereafter.

22. Declarant. The term "Declarant" includes the person executing the instrument. However, if any person, firm or corporation engaged in the business of developing the premises and/or construction of homes on the lots contained therein acquires title to more than fifty percent (50%) of the lots in the premises, then such other person, firm or corporation shall, by the terms hereof, be substituted for the undersigned as "Declarant."

23. Development and Construction. Any person, firm or corporation with the permission of Declarant and upon such terms as Declarant may impose, may engage in activities prohibited by the terms hereof, so long as such person, firm or corporation is engaged in development of the premises and/or construction of homes on the lots contained therein for sale in the normal course of business to third parties.

24. Encroachments. In the event any portion of any structure as originally constructed by the Declarant or its agents, including but not limited to any party wall or fence, shall protrude over or onto or otherwise encroach upon any adjoining Lot or Lots, such structure, party wall or fence shall not be deemed to be unlawful, and the owners shall not initiate or maintain any legal or equitable action for the removal of or damages for any such party wall or fence or other projection. In the event that there is such an encroachment, it shall be deemed that the owner(s) of the adjacent Lot(s) onto which the party wall, fence or projection protrudes have granted perpetual easements to the adjoining Lot owners for the continuing maintenance, use and enjoyment of such party wall, fence or projection. The foregoing shall apply to any alteration, reconstruction and replacement of such structure, party wall, fence or projection. The foregoing shall apply to any alteration, reconstruction and replacement of any structure, party wall, fence or projection constructed by Declarant or its agents. The cost of reasonable repairs and maintenance of any such party wall, fence or projection shall be shared by the affected Lot owners who make use thereof in proportion to their use.

25. Amendment by Declarant. Notwithstanding anything herein to the contrary, the Declarant reserves unto itself, which shall be deemed to be a personal reservation for so long as Declarant shall own title to any portion of the premises, the right during such time to amend this Declaration upon notice to all other Lot Owners, by appropriate instrument in writing signed by Declarant and recorded in the office of the Recorder of Deeds, in and for New Castle County, State of Delaware.

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

27. No Obligations to Acquire Lots. Nothing herein shall obligate the Declarant to acquire any of the Lots to which it does not hold title on the date hereof; however, this Declaration shall automatically apply to all Lots to which Declarant does acquire title, now and hereafter.
