

REC X-55 PAGE 357

THIS DECLARATION, Made this Seventh day of September, A.D. 1956,

BY, ROBINO DEVELOPMENT COMPANY, a corporation of the State of Delaware,

WHEREAS, ROBINO DEVELOPMENT COMPANY, a corporation of the State of Delaware, is the owner in fee simple of all those one hundred eighty-nine certain lots of land situate in Mill Creek Hundred, New Castle County and State of Delaware, and being known as Lots Nos. 1 to 26, inclusive, Block B; Lots Nos. 27 to 32, inclusive, Block E; Lots Nos. 33 to 67, inclusive, Block C; Lots 68 to 109, inclusive, Block D; Lots Nos. 110 to 111, inclusive, Block A; Lots Nos. 112 to 158, inclusive, Block G; Lots Nos. 159 to 162, inclusive, Block J; Lots Nos. 163 to 167, inclusive, Block H; Lots Nos. 168 to 173, inclusive, Block E; and Lots Nos. 174 to 189, inclusive, Block F; on the Plan of DELPARK MANOR, prepared by Van Demark & Lynch, Inc., Civil Engineers and Surveyors, of Wilmington, Delaware, dated July 12, A.D. 1956, and not yet recorded, but intended so to be, the land covered by said Declaration being more particularly bounded and described in a certain Indenture of Ruth J. Eskridge, single woman, to Robino Development Company, a corporation of the State of Delaware, dated the Tenth day of August, A.D. 1956, and recorded in the Office for the Recording of Deeds in and for New Castle County, Delaware, in Deed Record D, Volume 57, Page 485, as follows, to-wit:

BEGINNING at a point in the Southeasterly side of Old Capitol Trail (at sixty feet wide), said point of Beginning being a corner for lands of Annetta M. Fordham and being distant the two following described courses and distances measured along the said Southeasterly side of Old Capitol Trail, from the intersection thereof with the Northeasterly side of St. James Road: (1) along a curve to the right having a radius of one thousand eight hundred eighty and eight one-hundredths feet, an arc distance of fifty-seven and fifty-two one-hundredths feet to the point of tangency of said curve; and (2) North forty-seven degrees, thirty-six minutes, ten seconds East, one hundred thirty-six and seventy-six one-hundredths feet to the said point of Beginning; thence from said point of Beginning along the said Southeasterly side of Old Capitol Trail, the three following described courses and distances: (1) North forty-seven degrees, thirty-six minutes, ten seconds East, five hundred eight and ninety-seven one-hundredths feet to the point of curvature of a two thousand five hundred thirty foot radius curve; (2) along said

curve to the left, an arc distance of one hundred sixty-nine and sixty-four one-hundredths feet to the point of tangency of said curve; and (3) North forty-three degrees, forty-five minutes, forty seconds East, four hundred thirty-nine and eighty-six one-hundredths feet to a point, a corner for lands now or formerly of Milton S. Miller; thence thereby the two following described courses and distances: (1) South twenty-nine degrees, thirty-one minutes, eight seconds East, two hundred thirty-three and sixty-seven one-hundredths feet to a point; and (2) North sixty-five degrees, thirty-five minutes, forty seconds East, two hundred fifty and fifteen one-hundredths feet to a point, a corner for lands now or formerly of William J. Ahner; thence thereby South no degrees, fifty-two minutes West, one thousand six hundred eighty-four and forty-five one-hundredths feet to a point, a corner for lands now or formerly of George Poultney; thence thereby the three following described courses and distances: (1) North eighty-eight degrees, fifty-two minutes, fifty seconds West, one hundred forty and twenty-five one-hundredths feet to a point; (2) South four degrees, forty-three minutes, ten seconds East, eight hundred forty-one and fifty one-hundredths feet to a point; and (3) South fifty-one degrees, no minutes, forty seconds West, five hundred seventeen and forty-nine one-hundredths feet to a point in the Northeastern side of Telegraph Road; thence thereby North forty-two degrees, twenty-five minutes, twenty seconds West, one hundred fifty-four and seventy-nine one-hundredths feet to the point of curvature of a one thousand nine hundred nine and eighty-six one-hundredths foot radius curve; thence still thereby in part and along the said Northeastern side of St. James Church Road and along said curve to the left, an arc distance of seventy and eighty-three one-hundredths feet to the point of tangency of said curve; thence along the said Northeastern side of St. James Church Road, the two following described courses and distances: (1) North forty-four degrees, thirty-two minutes, fifty seconds West, one hundred seventy-four and fifty-one one-hundredths feet to the point of tangency of a four hundred seventy-five foot radius curve; and (2) along said curve to the right, an arc distance of one hundred twenty-one and nine one-hundredths feet to a corner for other lands of said Annetta M. Pordham; thence thereby the three following described courses and distances: (1) North fifty-one degrees, no minutes, forty seconds East, two hundred one and seventy-three one-hundredths feet to a point; (2) North thirty-eight degrees, fifty-nine minutes, twenty seconds West, one hundred eighty and thirty-four one-hundredths feet to a point; and (3) South seventy-five degrees, fifty-one minutes, ten seconds West, one hundred twenty-five feet to a point in the said Northeastern side of St. James Church Road; thence thereby the two following described courses and distances: (1) North fourteen degrees, eight minutes, fifty seconds West, five hundred twenty-six and fifty-seven one-hundredths feet to the point of curvature of a one thousand six hundred thirty-seven and two one-hundredths feet radius curve; and (2) along said curve to the right, an arc distance of one hundred three and forty-three one-hundredths feet to a corner for lands of St. James Church; thence thereby the three following described courses and distances: (1) North seventy-nine degrees, twenty-eight minutes, twenty-two seconds East, one hundred twenty-nine and fourteen one-hundredths feet to a point; (2) North eight degrees, thirty-five minutes, twenty seconds West, three hundred fifteen and seven one-hundredths feet to a point; and (3) North eighteen degrees, eighteen minutes, twenty seconds West, three hundred seventy-four and eighty-one one-hundredths feet to a point in line of said first mentioned lands of Annetta M. Pordham; thence thereby the three following described courses and distances: (1) North seventy-one degrees, forty-one minutes, forty seconds East, twenty-three and sixty-two one-hundredths feet to a point; (2) North eighteen degrees, fifty-six minutes, fifty-six seconds East, one hundred thirty-five and four one-hundredths feet to a point;

and (3) North forty-two degrees, twenty-three minutes, fifty seconds West, one hundred forty-three feet to a point in the said Southeast-
erly side of Old Capitol Trail and to the point and place of
Beginning.

AND WHEREAS, the said ROBINO DEVELOPMENT COMPANY, a corpo-
ration of the State of Delaware, desires to make known and declares
the covenants, agreements, conditions, easements, reservations and
restrictions which shall be applicable to and bind the above
described lands:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That ROBINO DEVELOPMENT COMPANY, a corporation of the
State of Delaware, does hereby covenant and declare that it shall
hold and stand seized of the above described lands:

UNDER AND SUBJECT NEVERTHELESS, to the following covenants,
agreements, conditions, easements, reservations and restrictions:

1. These covenants, agreements and restrictions
are to run with the land included within the aforesaid metes
and bounds and shall be binding upon the party hereto, its
successors and assigns, and all persons claiming under them,
until January 1, 1981, at which time said covenants, agree-
ments and restrictions shall be automatically extended for
successive periods of ten (10) years each unless by a vote
of the majority of the then owners of lots included within
the aforesaid metes and bounds, it is agreed to change said
restrictions or terminate them in whole or in part.

2. All lots included within the aforesaid metes
and bounds shall be known and described as residential lots
and no structure shall be erected, placed or permitted to
remain on any residential building plot on the aforesaid plan,
other than one detached single family dwelling house not to
exceed two stories in height and a garage as provided for in
paragraph 11 hereof.

3. No building shall be erected, placed or altered
on any building plot in the sub-division until the building
plans, specifications, and plot plan showing the location of
such building have been approved in writing as to conformity
and harmony of external design with existing structures in the
sub-division, and as to location of the building with respect
to topography and finished ground elevation, by a committee
composed of Frank A. Robino, Jr., Charles L. Robino, and
Michael A. Poppiti, Wilmington, Delaware, or by a representative
designated by said committee. In the event of death or resig-
nation of any member of said committee, the remaining members
shall have full authority to approve or disapprove such design
and location, or to designate a representative with like
authority. In the event said committee, or its designated
representatives, fails to approve or disapprove such design
and location within thirty (30) days after said plans and
specifications have been submitted to it, or in any event,

if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after January 1, 1959. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this sub-division and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be erected nearer than twenty-five feet (25') to the front lot line nor nearer than twenty-five feet (25') to any side street line; porches may encroach on said twenty-five feet (25') setback not more than five feet (5'). No building shall be located nearer than six feet (6') to any rear property line or nearer than six feet (6') to any side property line of the residential building plot upon which it is erected.

5. The ground area of any single family dwelling exclusive of open porches or garages, shall be not less than seven hundred (700) square feet in case of a one story structure and not less than six hundred (600) square feet in the case of a one and one-half or two story structure.

6. No dwelling shall be erected or placed on any residential building plot which plot has an area of less than sixty-five hundred (6500) square feet or a width at the front setback line of less than sixty (60) feet.

7. No pigs, chickens, poultry, rabbits, cattle or horses shall be kept or placed upon any portion of the above described tract.

8. No trade, business, commerce, industry or occupation shall be conducted on any part of the above described tract or in any building erected thereon except as otherwise provided or permitted in these restrictions. A licensed dentist or physician may use a portion of the dwelling in which he resides as an office.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the above described tract 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.

10. Without the necessity of any further reservation, all conveyances by Robino Development Company, a corporation of the State of Delaware, its successors or assigns, shall be subject to the following easements which shall be easements reserved to Robino Development Company, a corporation of the State of Delaware, its successors or assigns, for the installation and maintenance of utilities, sewer lines and for drainage purposes:

- (a) Easements over, under and along the rear and side five feet (5') of all plots conveyed.
- (b) Easements shown on the aforesaid Plan or otherwise of record.

Robino Development Company, a corporation of the State of Delaware, reserves to itself, its successors or assigns, of any such easements the right to modify or extinguish any such easements without the consent of the owners of lots on the aforesaid Plan; provided, however, in the event such easements are being utilized by any public authority or public utility company for utilities, sewer lines or other utility purposes, such easements shall not be extinguished or modified without the consent of such public authority or public utility company.

11. A one or two car garage not exceeding one story in height may be erected on any residential building plot for the use of the owners and occupants of the plot upon which the same is erected. Any such garage shall conform in appearance with the architectural design of the dwelling on the plot upon which such garage is erected. A detached garage shall not be erected nearer than sixty feet (60') to the front lot line.

12. No fence, wall, hedge or mass planting shall be erected or permitted on any residential building plot in front of the main house structure, except a hedge fence not exceeding three feet (3') in height. An open iron fence, a wooden picket or a hedge fence may be erected along the side and to the rear of the main house structure, provided the same shall not exceed three feet (3') in height.

13. If the party hereto, or any of its successors or assigns, or any one claiming under them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situate within said metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent it or them from so doing or to recover damages or other dues for such violation.

14. Invalidation of any of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

15. Robino Development Company, a corporation of the State of Delaware, reserves the right to modify the within declaration of restrictions without the consent of the owners or mortgagees of the property at any time prior to January 1, 1960, in order to correct any and all minor variations and violations of said restrictions arising out of the construction of the homes in the project.

16. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise; and no owner of any lot or lots

REC X-55 PAGE 362

Included within the aforesaid metes and bounds shall have any rights or easements whether in law, equity or otherwise in and to any lands not included within the aforesaid metes and bounds, any law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, the said ROBINO DEVELOPMENT COMPANY, a corporation of the State of Delaware, hath caused its name by FRANK A. ROBINO, JR., its President, to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

SEALED AND DELIVERED
In the Presence of:

Michael A. [Signature]

ROBINO DEVELOPMENT COMPANY:

BY Frank A. Robino, Jr.
President

ATTEST: [Signature]
Secretary

