

06/08/90

DR:bd DecRestrict
Clairborne

DECLARATION OF RESTRICTIONS

This Declaration made this 11th day of June, 1990, by Clairborne Development Company, a corporation of the State of Delaware, hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of all that certain lot, piece or parcel of land situate in Pencader Hundred, New Castle County and State of Delaware. as shown on the Record Major Subdivision Plan of Clairborne at Lexington Farms, being more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of imposing upon said land certain restrictions and covenants respecting the use thereof:

NOW, THEREFORE, THIS DECLARATION WITNESSETH: that for and in consideration of the premises, CLAIRBORNE DEVELOPMENT COMPANY, a corporation as aforesaid, does hereby covenant and declare that henceforth it shall stand seized of the land and premises more particularly described in Exhibit "A" attached hereto under and subject to the following limitations, reservations, restrictions and conditions as amended from time to time pursuant to the provisions hereof, all of which shall be deemed to be covenants running with the land:

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, each house being a single family detached home, 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 properties or lots and no horses, cows, goats, hogs, poultry, pigeons, rabbits or similar animals shall be kept on any portion of the properties or lots. No building(s) or improvement(s) shall be erected or maintained on any lot which shall be used for the habitation or enclosure of any animal(s) excepting that usual household pets may be housed within the dwelling houses.

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 of the land included in said tract; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained upon any of the said lands.

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 alteration thereof including but not limited to exterior facade 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 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 (30) days after said plans and specifications 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 at any time in its discretion, to a maintenance corporation, the members of which shall consist of lot owners, or to an Architectural Control Committee (Committee) which shall consist of three owners of record in the subdivision 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 shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then 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 withdraw powers and duties from the Committee or restore to it any of its powers and duties.

The following standards shall apply with respect to the approval of fences and swimming pools:

(a) Fences. No fence shall be erected on any lot closer to the front street line than the rear face of the principal building on said lot. No fence, except a privacy fence as described below, shall be of a height of more than four (4) feet and all such fences shall be post and rail, wood constructed and with no more than three (3) horizontal split rails. Fences which are four feet high must have three horizontal rails. The height and width of the entire interior perimeter of such fences may be required by Declarant to be fully covered with wire mesh. In any event, no fence shall be constructed or maintained upon any lot until plans for the design and exact location of the same have been approved by Declarant, its successors or assigns.

(b) Privacy Fences. Privacy fences are fences which enclose only a small portion of the rear yard close to the building itself; for example, a privacy fence may enclose a rear patio. A board on board type privacy fence may be permitted provided it does not exceed a height of six (6) feet and is constructed of wood. In no event shall any privacy fence enclose an area in excess of 500 square feet, nor shall any section thereof exceed 25 feet in length. In any event, no privacy fence shall be constructed or maintained upon any lot until plans for design, color and exact location for the same have been approved by Declarant, its successors or assigns.

(c) Swimming Pools and Swimming Pool Fences. No above-ground swimming pool shall be constructed or maintained on any lot. One in-ground swimming pool on each lot may be permitted to be constructed and maintained. Any in-ground swimming pool must be enclosed with a post and split rail fence no higher than four (4) feet and no more than three (3) horizontal rails. The height and width of the entire interior perimeter of a swimming pool fence must be fully covered with wire mesh. In any event, no such swimming pool or swimming pool fence shall be constructed or maintained upon any lot until plans for the same have been approved by Declarant, its successors and assigns.

5. Trees, Shrubs and Landscaping

No live trees exceeding eight inches (8") in diameter at a height of three feet (3') from the ground shall be cut without the prior written consent of the Declarant. In the event any such trees are so cut without having first obtained said consent, the owner of the lot on which said tree is so cut shall forthwith replace it with a tree of like size and variety. The consent required herein shall not be unreasonably withheld and shall be deemed to have been given if not denied within thirty (30) days after receipt by the Declarant of a request for same. In granting or withholding any such approval, Declarant shall consider whether such request is in harmony with respect to designs and location to surrounding structures and topography and whether or not such request is consistent with the policy of leaving trees, shrubs and/or landscaping provided or done by Declarant undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

6. Television and Radio Antennas

No television satellite dish, no radio or television receiving or transmitting 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.

7. 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 owner or occupant shall take all reasonable steps to prevent his garbage and refuse from omitting odors sufficient reasonably to annoy any other occupant or owner.

8. Prohibited Vehicles

No trucks, buses, vans, except non-commercial pickup trucks and vans described below, travel trailers, utility trailers, boat trailers or any other kind of trailers, campers, boats, recreational vehicles as defined in Title 21 of the Delaware Code as amended from time to time, disabled vehicle of any type, shall be kept or maintained, temporarily or permanently, on any lot, street, driveway within the premises, except that such vehicles may be kept wholly within a closed garage. Pickup trucks up to and including 3/4 ton and enclosed vans not exceeding 10,000 lbs. G.V.W. and a height of 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 within the premises.

9. Clothes Lines and Laundry

No permanent outside clothes lines or clothes line posts are permitted. Portable outside clothes lines, which are approved by Declarant, shall be permissible, provided such portable outside clothes lines are used for drying clothes during daylight hours only.

10. Maintenance of Lawns, Shrubs, Sidewalks and Drainage Swales

All grass, shrubs, hedges, etc. shall be trimmed and maintained in a neat manner. All sidewalks shall be repaired when required and kept free of snow and ice. Each owner of any lot by acceptance of a deed therefor is deemed to covenant and agree to fully maintain at such owner's sole cost and expense any and all drainage swales located on his property, free of debris and obstructions with grass and/or plant growth properly cut and trimmed so that drainage water will properly flow through such swales.

11. 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.

12. 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 yard area of any corner lot shall be screened by shrubbery on the street side.

13. 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.

14. Ornaments

No statutes, 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.

15. 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 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 instrument signed by the then owners of two-thirds of the lots and recorded in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware.

16. Amendment

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 owner or owners of two-thirds (2/3) of the lots described hereinabove recorded in the Office aforesaid.

Notwithstanding the foregoing at the time of the conveyance of a dwelling in the properties to any owner, each owner of a dwelling by acceptance of a deed therefor covenants and agrees that the Declarant, so long as it is the owner of any lots within the premises described in Exhibit "A", shall have the absolute right to amend this Declaration without the joinder of any other owners by executing and recording such amendment in the Office aforesaid, if such amendment is:

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

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

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

(d) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans

Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, 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.

17. Remedies

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction 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 or covenants shall be liable for reasonable attorney's fees and other expenses 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.

18. Declarant

The term "Declarant" includes the person executing this instrument. However, if any other 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 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".

19. Development and Construction

Moreover, Declarant and 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 of this Declaration, 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.

20. Amendment by Declarant

Notwithstanding anything herein to the contrary, any 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 Clairborne at Lexington Farms, the right during such time to amend this Declaration without notice to any party 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.

21. 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.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year aforesaid.

CLAIRBORNE DEVELOPMENT COMPANY

BY: Mark L. Handler
PRES

ATTEST: David Preby, Secretary

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 11th day of June, 1990, personally came before me, the Subscriber, a Notary Public, for the State and County aforesaid, Mark L. Handler, President of CLAIRBORNE DEVELOPMENT COMPANY, a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, and that the signature affixed is that of the President thereto, in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

Lucien L. Handler
NOTARY PUBLIC

ALL that certain piece, parcel or tract of land situate in Pencader Hundred, New Castle County and State of Delaware being Parcel No. 1 according to the Record Minor Subdivision Plan for Property of Glasgow Trust, James P. Brennan Trustee, as recorded in the office of the Recorder of Deeds in and for New Castle County, Microfilm No. 9106, March 23, 1988, prepared by Ramesh C. Batta Associates, P.A., Consulting Engineers and Land Surveyors, Plan No. 81959-D-4556; and also shown on a Record Major Subdivision Plan for CLAIRBORNE AT LEXINGTON FARMS, recorded in the Office of the Recorder of Deeds aforesaid, Microfilm No. 9481, October 27, 1988, prepared by Ramesh C. Batta Associates, P.A., Consulting Engineers and Land Surveyors, Plan No. 81959-C-4948 (The Record Major Subdivision Plan includes a 15 foot wide parcel of land on the westerly side of Route 896 as undedicated, which 15 foot wide parcel of land is not included as part of the lands herein conveyed, said 15 foot wide parcel of land having been previously dedicated as additional right-of-way for Route 896, pursuant to the aforesaid Record Minor Subdivision Plan.) and being more particularly described as follows to wit:

Beginning at a point formed by the intersection of the northerly right of way line of Howell School Road, a/k/a Denny Road (County Road 396) (30 foot halfwidth) with the westerly right of way line of Route 896 (85 feet wide, 50 feet halfwidth).

Thence, from said Point of Beginning the following seven (7) courses and distances:

- (1) With the northerly right of way line of Howell School Road, a/k/a Denny Road south 82 degrees 56 minutes 30 seconds west, 2,920.73 feet to a corner for Parcel No.2, thence, with same;
- (2) North 07 degrees 03 minutes 30 seconds west, 2,175.89 feet to a corner for lands now or formerly of Pencader Associates, Inc., thence, with same;
- (3) North 06 degrees 38 minutes 13 seconds west, 437.25 feet to a point in the line of lands now or formerly of Thomas C.F. Harrison, thence, with same;
- (4) North 83 degrees 21 minutes 47 seconds east, 2,905.98 feet to a point on the westerly right-of-way line of Route 896, thence, with same the next three (3) courses and distances;
- (5) South 05 degrees 53 minutes 50 seconds east, 869.59 feet to a point of curvature, thence;
- (6) By an arc curving to the left having a radius of 22,968.31 feet, an arc distance of 1,576.76 feet to a point of tangency, thence, with same;
- (7) South 09 degrees 49 minutes 50 seconds east, 146.22 feet to the Point and Place of Beginning.

Containing within said metes and bounds $173.0745 \pm$ acres of land be they the same more or less.

EXCEPTING THEREOUT AND THEREFROM, the following as shown on the aforesaid Record Major Subdivision Plan:

1. A square parcel of land bordering Howell School Road, a/k/a Denny Road, measuring 100 feet in length and 100 feet in width and containing .2296 \pm acres of land and dedicated to New Castle County for use for a future pump station, pursuant to the aforesaid Record Major Subdivision Plan.
2. A 20 foot wide additional right-of-way for Howell School Road, a/k/a Denny Road, extending from the northwest intersection of Route 896 with Howell School Road, a/k/a Denny Road to the proposed Lexington Parkway, all as shown on the aforesaid Record Major Subdivision Plan as being dedicated.
3. A rectangular piece of land containing 13.8797 + acres on the westerly side of Route 896 designated "reserved for the State of Delaware" on the aforesaid Record Major Subdivision Plan.

BEING the same lands and premises which RESTON CORPORATION, a Delaware corporation, by Indenture dated May 25, 1989, and of record in the Office of the Recorder of Deeds in and for New Castle County in Deed Book 875, Page 266, granted and conveyed unto CLAIRBORNE DEVELOPMENT COMPANY, a Delaware corporation, in fee.

EXHIBIT A

Clairborne at Lexington Farms Tax Parcel Numbers

11-036.40-001	11-036.40-064	11-041.20-030	11-042.10-001
11-036.40-002	11-036.40-065	11-041.20-031	11-042.10-002
11-036.40-003	11-036.40-066	11-041.20-032	11-042.10-003
11-036.40-004		11-041.20-033	11-042.10-004
11-036.40-005	11-037.30-001	11-041.20-034	11-042.10-005
11-036.40-006	11-037.30-002	11-041.20-035	11-042.10-006
11-036.40-007	11-037.30-003	11-041.20-036	11-042.10-007
11-036.40-008	11-037.30-004	11-041.20-037	11-042.10-008
11-036.40-009	11-037.30-005	11-041.20-038	11-042.10-009
11-036.40-010	11-037.30-006	11-041.20-039	11-042.10-010
11-036.40-011	11-037.30-007	11-041.20-040	11-042.10-011
11-036.40-012	11-037.30-008	11-041.20-041	11-042.10-012
11-036.40-013	11-037.30-009	11-041.20-042	11-042.10-013
11-036.40-014	11-037.30-010	11-041.20-043	11-042.10-014
11-036.40-015	11-037.30-011	11-041.20-044	11-042.10-015
11-036.40-016	11-037.30-012	11-041.20-045	11-042.10-016
11-036.40-017	11-037.30-013	11-041.20-046	11-042.10-017
11-036.40-018	11-037.30-014	11-041.20-047	11-042.10-018
11-036.40-019	11-037.30-015	11-041.20-048	11-042.10-019
11-036.40-020	11-037.30-016	11-041.20-049	11-042.10-020
11-036.40-021	11-037.30-017	11-041.20-050	11-042.10-021
11-036.40-022	11-037.30-018	11-041.20-051	11-042.10-022
11-036.40-023	11-037.30-019	11-041.20-052	11-042.10-023
11-036.40-024	11-037.30-020	11-041.20-053	11-042.10-024
11-036.40-025	11-037.30-021	11-041.20-054	11-042.10-025
11-036.40-026	11-037.30-022	11-041.20-055	11-042.10-026
11-036.40-027	11-037.30-023	11-041.20-056	11-042.10-027
11-036.40-028	11-037.30-024	11-041.20-057	11-042.10-028
11-036.40-029	11-037.30-025	11-041.20-058	11-042.10-029
11-036.40-030	11-037.30-026	11-041.20-059	
11-036.40-031	11-037.30-027	11-041.20-060	
11-036.40-032	11-037.30-028	11-041.20-061	
11-036.40-033	11-037.30-029	11-041.20-062	
11-036.40-034		11-041.20-063	
11-036.40-035	11-041.20-001	11-041.20-064	
11-036.40-036	11-041.20-002	11-041.20-065	
11-036.40-037	11-041.20-003	11-041.20-066	
11-036.40-038	11-041.20-004	11-041.20-067	
11-036.40-039	11-041.20-005	11-041.20-068	
11-036.40-040	11-041.20-006	11-041.20-069	
11-036.40-041	11-041.20-007	11-041.20-070	
11-036.40-042	11-041.20-008	11-041.20-071	
11-036.40-043	11-041.20-009	11-041.20-072	
11-036.40-044	11-041.20-010	11-041.20-073	
11-036.40-045	11-041.20-011	11-041.20-074	
11-036.40-046	11-041.20-012	11-041.20-075	
11-036.40-047	11-041.20-013	11-041.20-076	
11-036.40-048	11-041.20-014	11-041.20-077	
11-036.40-049	11-041.20-015	11-041.20-078	
11-036.40-050	11-041.20-016	11-041.20-079	
11-036.40-051	11-041.20-017	11-041.20-080	
11-036.40-052	11-041.20-018	11-041.20-081	
11-036.40-053	11-041.20-019	11-041.20-082	
11-036.40-054	11-041.20-020	11-041.20-083	
11-036.40-055	11-041.20-021	11-041.20-084	
11-036.40-056	11-041.20-022	11-041.20-085	
11-036.40-057	11-041.20-023	11-041.20-086	
11-036.40-058	11-041.20-024	11-041.20-087	
11-036.40-059	11-041.20-025	11-041.20-088	
11-036.40-060	11-041.20-026	11-041.20-089	
11-036.40-061	11-041.20-027	11-041.20-090	
11-036.40-062	11-041.20-028	11-041.20-091	
11-036.40-063	11-041.20-029	11-041.20-092	

RECORDER'S RECEIPTDEED

DATED:

ACK:

AMOUNT:

TRANSFER TAXES:

MORTGAGE Declaration of Restrictions:

DATED: 6/11/90

Clairborne Development Company

ACK: 6/11/90

AMOUNT:

PROPERTY:

Clairborne at Livingston Farms

THIS IS TO CERTIFY that the above indentures were
 recorded in this office at 12:36 P M., the 11th day of
June, A.D. 1990, and the same now remains of record.

Evelyn T. Alenar

RECORDER OF DEEDS

Recorded in
 Book 1043, Page 233

EVELYN T. ALENAR
 RECORDER

'90 JUN 11 PM 12:36

RECEIVED FOR RECORD