

Amendment to Declaration
Deed Record B vol 31
Page 72

of
Deed Record D, vol. 31
Page 72

BOOK R VOL 30 PAGE 281

DECLARATION OF RESTRICTIONS

THIS DECLARATION made this 18th day of May, A.D. 1976, by WILDS BUILDING CORPORATION, a corporation of the State of Delaware, (hereinafter called "Declarant");

WHEREAS, Declarant is the owner in fee simple of a parcel of land situate in North Murderkill Hundred, Kent County and State of Delaware, which is shown on a Plot of Fairfield Farms, SECTION 5 as prepared by Charles C. Brown, Engineer-Surveyor dated September 22, 1967 and recorded October 5, 1967, in the Office of the Recorder of Deeds, in and for Kent County and State of Delaware, in Plot Book 7, at page 65, which plot lays out Lots of Fairfield Farms, SECTION 5;

WHEREAS, Declarant desires to declare and set forth restrictive covenants which shall be binding upon certain lots shwon on said plot;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Wilds Building Corporation, a corporation of the State of Delaware, hereby agrees and declares that it is seized of all legal and equitable interest in Lots C-20 thru C-23 inclusive, and Lots C-24 thru C-30 inclusive, as shown on the aforesaid plot of record in Plot Book 7, at Page 65, in the Office of the Recorder of Deeds, in and for Kent County and State of Delaware, under and subject nevertheless to the following restrictive covenants, conditions, easements, and agreements:

1. SCOPE: The restrictions named hereafter are made for the purpose of protecting the various property owners individually and severally covering building lots and sites on the lands hereinabove described. Plans for any building or structure shall be delivered to Wilds Building Corporation not less than thirty (30) days prior to commencing the construction of such a building or structure for the inspection and approval of the Plans and Specifications by Wilds Building Corporation who shall in all instances inspect and approve the Plans and Specifications before the construction of any building or structure shall be started. Wilds Building Corporation shall have the right to refuse to approve such Plans and Specifications which are not, in its sole judgment, desirable for aesthetic or other reasons, and in so passing upon such Plans and Specifications it may consider, to the extent applicable, the suitability to the site of the proposed structure or alteration, the harmony thereof with the surroundings, the materials to be used, and the effect thereof with the surroundings and upon the outlook from the enjoyment of adjacent or neighboring properties.

2. LIMITATIONS: The restrictions herein named shall be in full force and effect until January 1, 2000 A.D. Declarant reserves the right to amend these restrictive covenants at any time before June 1, 1977.

3. RESTRICTIONS:

(a) That until January 1, 2000 A.D. no lots or parcels shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars, or less than one car. No lot or parcel shall be used as a street, thoroughfare or right of way to any property adjoining the above described property.

(b) No trailer, tent, garage or other out-building moved onto or erected in the tract shall be used as a residence, temporarily or permanently.

(c) The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than 1,900 square feet of living area. Split level structures shall be a minimum of 2,300 square feet of living area, exclusive of open porches and garages; two stories shall contain a minimum of 2,500 square feet of living area, exclusive of porches and garages. No building shall be constructed on a plot having an area of less than originally deeded by Wilds Building Corporation. No sheet metal roofing or exposed roll roofing shall be permitted in any construction on the lands hereinabove described.

4. GENERAL:

(a) No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No trade business, commerce, industry, or professional occupation shall be conducted on any lot.

(b) No signs of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder, or broker, to advertise the property during the construction and sales period, which shall be in keeping with a high-class development and in no way detrimental to the neighborhood as a whole.

(c) In the event that any lot owner fails to commence construction of a residence on a lot within one year of taking title to the lot, Wilds Building Corporation shall have an irrevocable option to repurchase said lot for the sale price of the lot at any time before construction has commenced on said lot.

(d) All owners or lots in Fairfield Farms, Section 5, and their heirs and assigns, shall be responsible and liable for all damage done to any curb or roadbed in front of their lot resulting from any construction or work done on their lot. All repairs shall be made in accordance with the requirements of the Delaware Department of Highways and Transportation.

(e) Each owner of a lot will keep his lot in a presentable condition free and clear of any debris and will keep all grass mowed. In the event that any such owner does not keep his lot in a presentable condition, Wilds Building Corporation may, after reasonable notice, enter the lot and perform such work as is necessary to restore it to presentable condition. The owner will then be liable to Wilds Building Corporation for payment of the cost of such work.

5. GARBAGE AND TRASH: There shall be required provisions to be made in connection with all dwellings for the proper storage of garbage, and for regular and frequent removal of same, and no garbage shall be burned or buried on any lot, except that trash or rubbish burned on the premises of any lot shall be burned in an incinerator approved for such use and which in no way will interfere with or otherwise inhibit the use and enjoyment of other property owners in the neighborhood. No accumulation of trash, rubbish, debris or building materials or equipment shall be permitted, but same shall be promptly removed from premises. If storage of garbage is within fifty (50) feet of front lot line, it shall be concealed in underground receptacles.

6. GARAGES: No garage shall be erected on any lot prior to the construction of a dwelling. If a garage

is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial, shall be of the same kind of materials as the construction of the dwelling, and shall conform architecturally with the dwelling.

7. FENCES: No fence or wall shall be erected or permitted except to the rear of the main house structure and such fence or wall shall not be permitted to be over 4 feet in height, except with written advance permission of Wilds Building Corporation.

8. ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and no building for housing or fence for restraining pets of more than four (4) feet in height, or nearer than twenty-five feet to the property line or adjacent property shall be permitted.

9. SET-BACK REQUIREMENTS: No dwelling shall be erected nearer than forty (40) feet to the front lot line nor nearer than thirty (30) feet to the rear boundary or lot line of said parcel, except that accessory buildings for said dwellings may not be nearer than seven and one-half (7 1/2) feet from rear lot line or five (5) feet from side lot line. No dwelling shall be erected nearer than ten (10) feet to the side line of any building lots. On corner lots the front set back shall be 40 feet from closest point, and 35 feet from the side street.

10. DRIVEWAYS: All driveways and entrances shall be made from within said development.

11. PARKING OF VEHICLES: No truck, trailer, travel trailer, camper trailer, mobile home, or other similar unit shall be placed on any lot or parked on any street temporarily or permanently except that a truck rated less than 6,000 lbs. gross weight may be parked temporarily on any street.

12. ENFORCEABILITY: In the case of any violation or attempted violation of any of the covenants herein, it shall be lawful for any owner of any lot subject to these restrictive covenants to prosecute any proceeding at law or equity to prevent such violation or to recover damages or other dues for such violation. In the alternate, violation of any of the covenants herein will give Declarant, in addition to all other remedies, the right after reasonable notice to enter upon the land upon or as to which the violation exists, and 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 Declarant shall not thereby be guilty of any manner of trespass for such entry, abatement, or removal.

13. SEVERABILITY: Invalidity of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

14. These covenants and restrictions shall be deemed and considered to be covenants running with the land.

15. The foregoing covenants, conditions, agreements, easements, reservations, and restrictions shall apply to and bind only the lots owned by Declarant on the aforesaid Plot and in no event shall the same be construed to or in any manner bind or affect any of the other lands of the said Declarant, and no owner of any lot or lots on the aforesaid Plot shall have any rights or easements, whether in law or equity or otherwise, in or to any lands of the Declarant not being a lot as shown on the aforesaid Plot, law, custom, or usage to the contrary notwithstanding.

16. Declarant reserves the right to assign any or all of its rights, duties or options hereunder to any person, firm or corporation.

IN WITNESS WHEREOF, the said Wilds Building Corporation a corporation of the State of Delaware, hath caused these presents to be executed on the day and year first above written.

BY: Glenn P. Wilds
President

Attest
Paul N. Brownell
Asst Secretary

STATE OF DELAWARE *
COUNTY OF KENT * SS:

BE IT REMEMBERED, That on this 18th day of

AMENDMENT TO
DECLARATION OF RESTRICTIONS

THIS AMENDMENT to Declaration of Restrictions made this 27th day of October, A.D. 1976 by WILDS BUILDING CORPORATION, a corporation of the State of Delaware, hereinafter called "Declarant"):

WHEREAS, Declarant on May 18, 197⁶ declared certain restrictions on a parcel of land situate in North Murderkill Hundred, Kent County and State of Delaware, which is shown on a plot of Fairfield Farms, SECTION 5, prepared by Charles C. Brown, Engineer Surveyor, dated September 22, 1967 and recorded October 5, 1967, in the Office of the Recorder of Deeds, in and for Kent County and State of Delaware, in Plot Book 7, at page 65, which plot lays out Lots of Fairfield Farms, SECTION 5; and

WHEREAS, by paragraph 2 of the aforesaid declarations Declarant reserved the right to amend the restrictive covenants contained within the Declaration of Restrictions at any time before June 1, 1977; and

WHEREAS, Declarant desires to amend the restrictive covenants contained within the aforesaid Declaration of Restrictions and which shall be binding upon Lots C-20 through C-23, inclusive, and Lots C-24 through C-30, inclusive, as shown on the aforesaid plot of record in Plot Book 7 at page 65 in the Office of the Recorder of Deeds, in and for Kent County and State of Delaware;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Wilds Building Corporation, a corporation of the State of Delaware, hereby declares the amendment to paragraph 3(c) of the aforesaid Declaration of Restrictions by deleting said paragraph 3(c) in its entirety and inserting therein the following amended

paragraph 3(c):

"3. RESTRICTIONS:

(c) The ground floor area of the main structure of a ONE-story dwelling exclusive of open porches/and garages shall be not less than 1,900 square feet of living area* Split level structures shall be a minimum of 2,000 square feet of living area* exclusive of open porches/and garages; two stories shall contain a minimum of 2,100 square feet of living area*, exclusive of porches/and garages. No building shall be constructed on a plot having an area of less than originally deeded by Wilds Building Corporation. No sheet metal roofing or exposed roll roofing shall be permitted in any construction on the lands hereinabove described. *(exterior, not interior dimensions)"

IN WITNESS WHEREOF, the said Wilds Building Corporation, a corporation of the State of Delaware, hath caused these presents to be executed on the day and year first above written.

WILDS BUILDING CORPORATION

By: Alverna P. Wilds
President

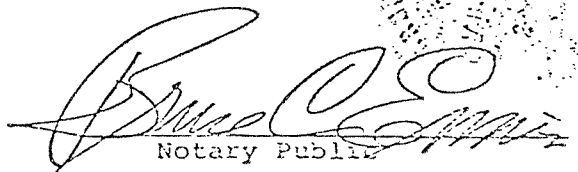
ATTEST:
Ramona B. [Signature]
Secretary

STATE OF DELAWARE :
COUNTY OF KENT : SS:

BE IT REMEMBERED, That on this 27th day of October, A.D. 1976, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Alverna P. Wilds, President of Wilds Building Corporation, a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed and the act and deed of said corporation, that

the signature of the President thereto is in her own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that her 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.


Notary Public

-3-

RECEIVED FOR RECORD

OCT 28 10 53 AM '76

ROBERT J. DEWAY
RECORDER OF DEEDS
KENT COUNTY, DELAWARE

This Deed, Made this

21st day of *March* in the year of
our LORD one thousand nine hundred and seventy-four.

BETWEEN.

WILDS BUILDING CORPORATION, a corporation of the State of Delaware, party of the first part,

a n d

J. PAUL BELL and KATHLEEN A. BELL, his wife, of Dover, Kent County and State of Delaware, parties of the second part,

Witnesseth. That the said part *Y* of the first part, for and in consideration of the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grant s and convey s unto the said part ies of the second part, their heirs and assigns

ALL that certain lot, piece or parcel of land situated in North Murderkill Hundred, Kent County, State of Delaware, being all of Lot #C-16 as laid out in Section 5, of Fairfield Farms Subdivision, lying on the north side of North Fairfield Drive, a short distance west of Old Mill Road, being bounded on the south by North Fairfield Drive, on the West by Lot #C-15, on the North by Moores Lake Subdivision, and on the East by Lot #C-17 and being more particularly described as follows, to-wit:

BEGINNING at a point in the north line of North Fairfield Drive at a corner for this lot and for Lot #C-17, said point of beginning being the following four courses from the intersection of the north line of North Fairfield Drive with the center of Old Mill Road: 1. North 60 degrees 52 minutes West 500.17 feet; thence 2. in a westerly direction with a 1,022.33 foot radius curve to the right, an arc distance of 179.32 feet; thence 3. North 50 degrees 49 minutes West 266.97 feet; thence 4. in a westerly direction with a 1,941.20 foot radius curve to the left, an arc distance of 239.98 feet to said point of beginning; thence running from said point of beginning with the north line of North Fairfield Drive in a westerly direction with a 1,941.20 foot radius curve to the left, an arc distance of 95.99 feet to a corner for this lot and for Lot #C-15; thence running with Lot #C-15 North 29 degrees 16 minutes East 149.37 feet to a point in line of Moores Lake Development; thence running with Moores Lake Development South 62 degrees 44 minutes East 103.71 feet to a corner for this lot and for Lot #C-17; thence running with lot #C-17 South 32 degrees 6 minutes West 153.97 feet to the place of beginning be the contents thereof what they may.

This lot is subject to easements for utilities and drainge over and across its rear or northerly 15 feet and over and across the side 5 feet of each side.

AND BEING a part of the same lands and premises which were conveyed unto Wilds Building Corporation, a corporation of the State of Delaware, by deed of Alverna P. Wilds and David S. Wilds, her husband, by deed bearing date the 1st day of June, A.D. 1965, and of record in the Office of the Recorder of Deeds in and for Kent County and State of Delaware in Deed Record Book Z, Volume 23 at Page 216.

The grantors herein for themselves, their heirs and assigns, covenant and agree to and with the grantee herein, its successors and assigns, that the conditions, restrictions and covenants as hereinafter set forth shall apply to and run with the land herein conveyed:

1. No buildings shall be erected or used upon the above described parcel of land except for residential purposes and buildings used in connection therewith.

2. No residence shall be erected upon the above described parcel which shall cost less than \$17,500.00.

3. No trailer shall be placed, permitted, or kept upon this parcel for any purpose at any time.

4. In the event that the premises should be subdivided, the following restrictions shall also apply to and run with the lands herein conveyed.

(a) No subdivision shall contain less than 15,000 sq. ft. of land.

(b) No more than one single family dwelling shall be erected upon each subdivision.

5. No pigs, chickens, poultry, rabbits, horses, cattle, etc. shall be kept or placed on the above described lands and premises. Nothing in this paragraph shall be construed to prohibit domestic pets.

6. No building shall be erected nearer to any street lines than 35 feet or nearer to any side line or rear lot line than 10 feet.

7. No line fence, wall or hedge higher than 3' shall be erected or maintained on said lands and premises unless the owners of said lots receive written permission from the adjoining lot owner or owners.

In Witness Whereof. The said

of the State of Delaware,

hath caused its name by David S. Wilds

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.

WILDS BUILDING CORPORATION

Sealed and Delivered in the Presence of

BY:

David S. Wilds

President

ATTEST:

Alverna P. Wilds

Secretary

RECEIVED FOR RECORD

State of Delaware,

KENT

County.

65.

JOE L. RAWLINS
RECORDER OF DEEDS
KENT COUNTY, DELAWARE

Be It Remembered, That on this
in the year of our LORD one thousand

21st day of March
ninety-four

DAVID S. WILDS

President of WILDS BUILDING CORPORATION,

a corporation existing under the laws 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, that the signature of the

President thereto is 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 the Board of Directors of said corporation.

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

State of Delaware
STATE TAX DEPT. - KENT
REALTY
TRANSFER 500.00
TAX

Notary Public

THIS AGREEMENT, made this 9 day of Dec, A. D., 1976,
by and between J. Paul Bell and Kathleen A. his wife

parties of the first part, hereinafter referred to as the "Grantor(s)", and KENT COUNTY, a political subdivision of the State of Delaware, party of the second part, hereinafter referred to as the "County".

WHEREAS, the Grantor(s) ~~is~~ are the owner(s) of a certain tract of land located on North Fairfield Drive, North Murderkill Hundred; and

WHEREAS, the County is preparing or having prepared plans for a sanitary sewer system which will carry sewage from and across the lands of the Grantor(s) and other lands adjacent thereto; and

WHEREAS, in order to service the hereinbefore-mentioned lands of the Grantor(s) and/or others it is necessary that the sewer line shall cross the lands of the Grantor(s).

NOW, THEREFORE, IT IS AGREED, for and in consideration of the sum of One Dollar (\$1.00) in hand paid to the Grantor(s) as well as the mutual covenants herein contained, that:

* 1. The Grantor(s) hereby grant(s) to the County the right and privilege to lay, maintain, operate, relay and remove at any time, its pipes and appurtenances, including manholes, lampholes and cleanouts for the sanitary sewer system hereinbefore mentioned, with right of ingress and egress to and from the same, on, over and through strip(s) of land feet in width, feet on side of the sanitary sewer line, said strip(s) be referred to as the permanent right-of-way as shown on Drawing No. Justin-Courtney, Contract No. which Drawing by this reference is made a part hereof.

2. The Grantor(s) ~~also do(es)~~ hereby grant unto the County the right to use 1 additional strip(s) of land to be referred to as temporary right-of-way adjacent to the permanent right-of-way as follows: 20' wide, adjacent to and on the southerly side of the 15' easement

as shown on the aforesaid Drawing No. I-31-5, said temporary right-of-way to be used only during the period of the original construction contract or agreement of said sewer system, for any and all purposes pertinent thereto.

* 3. The said permanent right-of-way referred to in paragraph No. 1 is to continue only for the purpose of maintaining, operating and replacing said sewer system and the Grantor(s) his/her/their/its heirs/successors and assigns reserve the full use and enjoyment of said land, except as the same may be affected by the right-of-way above, provided that the construction of any building or part thereof within the said right-of-way shall not be done without prior written approval by the office of the Kent County Engineer.

4. Construction, operation and maintenance of said sewer shall be done in such a manner as to result in the least possible inconvenience to the Grantor(s) and without cost or expense to the Grantor(s). All earth shall be replaced and the property restored after the construction of said sanitary sewer system, or after making any repairs to same, to the condition in which it formerly was, consistent with good engineering practices.

5. The Grantor(s) agree(s) to abide by all rules and regulations that are in effect relative to the use of the sanitary sewers in Kent County.

6. The covenants and agreements herein contained shall be binding upon the heirs, administrators, successors and assigns of the respective parties to this agreement.

IN WITNESS WHEREOF: The parties hereto have duly executed this agreement on the day and year aforesaid.

C. A. Fairfield
Witness

J. Paul Bell (SEAL)

Kathleen A. Bell (sent)

*Not Applicable

115 North Fairfield Ave.
Mailing Address

"Sewer Right-of-Way"

H- 22- 402

R E S T R I C T I O N S

Contained in Deed Edgar W. Buchanan to The Fairfield Corporation, dated April 26, 1960 and of record in Deed Record H, Volume 22, Page 40

1. No buildings shall be erected or used upon the above described parcel of land except for residential purposes and buildings used in connection therewith.
2. No residence shall be erected upon the above described parcel which cost less than \$17,500.00
3. No trailer shall be placed, permitted, or kept upon this parcel for any purpose at any time.
4. In the event that the premises should be subdivided, the following restrictions shall also apply to and run with the lands herein-conveyed:
 - (a) No subdivision shall contain less than 15,000 sq. ft. land.
 - (b) No more than one single family dwelling shall be erected upon each subdivision.

Contained in Deed Wilds Building Corporation to G. Daniel Enterline, Jr and Gay C. Enterline, his wife, dated September 30, 1970 and recorded in Deed Record S, Volume 26, Page 32.

also 2-23-216

1. No building shall be erected nearer to any street line than thirty-(35) feet or nearer to any side line or rear lot than ten (10) feet
2. No pigs, chickens, poultry, rabbits, horses, cattle, etc. shall be kept or placed on the above-described lands and premises. Nothing in this paragraph shall be construed to prohibit domestic pets.
3. No line fence, wall or hedge higher than three (3) feet shall be erected or maintained on said lands and premises unless the owners of said lot receive written permission from the adjoining lot owner or owners.