Stonefield Neighborhood Deed Restrictions

Latest Article 1. change 01/14/2019, Rev. A 09/18/2019

ARTICLE 1.

GENERAL USE RESTRICTIONS

Section 1. Private Residences. Each Lot in the Property shall be used for private residential purposes only and no buildings of any kind except private dwelling units shall be erected or maintained on any Lot.

Section 2. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any Lot.

Section 3. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of any Lot, and no horses, cows, goats, hogs, poultry, pigeons, or similar animals shall be kept on any part or portion of any Lot. Breeding of domestic animals of any kind on any part or portion of any Lot or in any building or structure thereon is expressly prohibited. Outbuildings, such as dog houses, rabbit hutches and similar structures shall be constructed of wood, or high quality craftsmanship, be no more than four (4) feet in height, and have a floor area no more than twelve (12) square feet. In any event, no such outbuildings shall be erected or maintained upon any Lot until the required approvals have been obtained in accordance with Section 19 herein.

Section 4. Vegetable Gardens. No vegetable gardens shall be kept or maintained on the front yards or side yards of any Lot.

Section 5. Television and Radio Antennas, Satellite dishes and Exterior Mechanical Devices, Etc. No television antennas, radio antennas, satellite dishes, television or radio receiving or transmitting devices, solar energy panels or any other exterior mechanical devices shall be installed, constructed, placed or maintained on any Lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling unit; provided, however, that two satellite dishes, no larger than twenty-four inches (24”) in diameter and no taller than four feet (4’) in height, may be erected or mounted on the rear of the dwelling or in the rear yard of the Lot. Exterior Christmas lights and/or ornaments shall be permitted, provided that such lights are removed no later than January 30th of any year.

Section 6. Trash Receptacles. Trash Receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, except that they may be placed temporarily at street side on the regular day of collection if required by the collection agency.

Section 7. Prohibited Vehicles. No trucks, buses, travel trailers, boat trailers, boats, utility trailers, commercial vans, tractors, campers or vehicles immobilized for any reason, shall be kept or maintained on any street, Lot or driveway, except that pick-up trucks up to and including three-quarter (3/4) ton and enclosed vans and sport utility vehicles up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet.

Section 8. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any Lot, except that a single real estate “For Sale” sign may be so placed and maintained, but must be removed within five (5) days after a non-contingency contract for sale and purchase for such Lot has been signed by all parties thereto.

Section 9. Fences. No enclosing on non-enclosing fence or barrier (hereinafter the “fence”) shall be erected on any Lot closer to the front street line than the rear-most wall of the principal building on said Lot. No fences shall be of a height of more than four (4) feet (6) inches. Split rail designs shall be no higher than four (4) feet to the top of the upper rail, with not more and not less than three (3) rails, and constructed only of wood. Such wood may be left untreated to weather naturally or stained to a wood-tone finish, but shall not be stained any other color and shall not be painted. Cast aluminum designs shall be no higher than four (4) feet (6) inches, picket style, with the pickets no closer than two (2) inches. Wood picket style designs shall be no higher than (4) feet, pickets constructed of spruce and/or cedar, with pickets no closer than (2) inches. Such wood must be stained to a wood tone finish, but shall not be stained any other color and shall not be painted. Wood picket style design may be erected solely around in-ground pools. No chain link designs are allowed. White vinyl fence shall be no higher than (6) feet with a maximum enclosure of four-hundred (400) square feet. White vinyl fences may be erected for the sole purpose of enclosing home utilities, waste receptacles, pool equipment and fire wood. No such fences shall be constructed or maintained upon any Lot until the plans for the same have been approved by Declarant, in accordance with the provision of Section 19 herein.

Section 10. Swimming Pools. No above-ground swimming pools shall be constructed or maintained on any Lot, except that children’s wading pools not exceeding two (2) feet in height shall be permitted.

Section 11. Trees, Shrubs and Landscaping. Any and all trees, shrubs and/or landscaping planted or provided by the Declarant in the common open spaces, its successors or assigns, must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

Section 12. Yards. No statues, sculptures, painted trees, ornaments, or replicas of animals or other like objects may be affixed to or placed on any Lot or building.

Section 13. Trampolines. No trampolines of any kind whatsoever shall be erected or maintained on any Lot.

Section 14. Clothes Lines. No permanent outside clothes lines or clothes line posts shall be erected or maintained on any Lot, except that portable outside clothes lines are permitted, provided same are utilized for clothes during daylight hours only

Section 15. Right-of-Ways. No structures, improvements, or equipment, of any nature, including rocks, trees, etc., except for standard mail boxes, shall be constructed or installed within the right-of-ways of the Stonefield subdivision streets. The owner of each Lot shall be responsible for maintaining the areas between the boundary of the Lot and the actual paved area of the right-of-ways.

Section16. Outbuildings. No outbuildings, sheds, garages, enclosed outdoor storage facilities, or other similar structures shall be erected, placed or maintained on any Lot unless such structures are: (i) constructed of a material other than metal; (ii) are located only in the rear yard of any Lot; (iii) do not exceed the aggregate size of One Hundred Ninety Two (192) square feet on each Lot; (iv) do not exceed a height of nine (9) feet above ground level; (v) are built in accordance with plans, specifications and illustrations approved by Declarants or their successors or assigns pursuant to Section 19 of this Declaration; and (vi) if such structures are outbuildings for animals or pets, such as dog houses, rabbit hutches and similar structures, such structures shall also comply with the requirements of Section 3 of this Declaration.

Section 17. Basketball Goals. No basketball goals shall be erected, placed or maintained on any Lot at any time, except for (i) a maximum of one permanently installed goal located in the rear driveway of each Lot, or (ii) temporary basketball goals that are removed within forty-eight (48) hours after being placed on the Lot to an indoor storage location, and that are not placed outside again for at least another forty-eight (48) hours. Notwithstanding the foregoing, in no event shall any temporary basketball goals be placed at any time within the right-of-ways of the Stonefield subdivision streets.

Section 18. Easements. Easements and rights-of-way hereby reserved on, over, under and along each Lot for poles, wires, conduits, pipes, for lighting, heating, gas, electricity, telephone, and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, ten (10) feet from the front and rear property lines of each Lot and seven (7) feet from the side lines of each Lot, together with the right of access thereto for the purpose of further construction and/or repair. A twenty (20) foot wide easement, ten (10) feet on each side of the centerline, of each pipe, structure, line or swale, shall be created, wherever possible, where a sanitary sewer or storm sewer exists. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

Section 19. Review of Plans. Notwithstanding anything contained herein to the contrary, no outbuildings, buildings, structures of a temporary or permanent nature, swimming pools, fences or other construction or improvements shall be constructed, erected or placed 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 specification, with illustrations, showing the nature, kind, shape, color, height materials and proposed location of same, shall have been submitted to and approved in writing by the Declarant. The Declarant, its successors or assigns, in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which in its opinion are not suitable or desirable to the community. In passing upon such plans and specifications, the Declarant or its successors or assigns shall consider the following factors:

* 1. The quality, aesthetic suitability, nature, kind and shape of the proposed building or other structure;
  2. The color, height and materials of which it is to be constructed;
  3. The specific site upon which it is proposed to construct or erect the same;
  4. The harmony of the proposed change, alteration, addition, building or structure with structures on neighboring properties and the outlook and view from the neighboring properties.
  5. The effect on the reasonable passage of light and air to the neighboring properties.

For purposes of this Declaration, the Declarants shall have the sole and exclusive right to determine when lot lines and/or street lines shall be “front” or “side.”

ARTICLE II.

CHANGES IN THE DECLARATION

These covenants and restrictions may be changed altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the Lots being in good standing, which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware.

ARTICLE III.

ENFORCEMENT

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, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter a waiver to enforce the other restriction contained herein. In the event Declarant, its successors or assigns, incurs any expenses, including attorneys’ fees, in connection with its efforts to enforce the terms hereof, the Lot owner in violation of these covenants shall also be obligated to reimburse Declarant, its successors or assigns, for all such expenses. Action of enforcement may be brought by the Declarant, its successors and assigns, or any owner of any land, which is the subject of this Declaration.