

RESTRICTIONS

SET OUT IN DEED FROM CONCORD DEVELOPMENT COMPANY, a corporation of the State of Delaware, to RUTH R. MARTIN, Single Woman, dated September 9, 1943, and of record in the Office for the Recording of deeds, in and for New Castle County and State of Delaware, in DEED RECORD Z, VOLUME 43, PAGE 136, and binding the property of the said Concord Development Company, a corporation of the State of Delaware, being LOT NO. , SECTION , ON THE PLAN OF A PORTION OF DEERHURST, SITUATE IN BRANDYWINE HUNDRED, NEW CASTLE COUNTY AND STATE OF DELAWARE .

1. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of ten years unless by virtue of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

2. If the parties hereto or any of them or their heirs or assigns 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 situated in the development known as Deerhurst which development for the purposes of this paragraph shall include the Plan thereof recorded in Plat Record 1, Page 30 as well as the aforesaid Plan recorded in Plat Record 1, Page 27, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. All lots in the tract shall be known and described as residential lots except the lot designated on the aforesaid Plan as "commercial". Provided, however, that the designation of said lot for "commercial" purposes shall not prevent the erection of dwelling houses in such designated area in whole or in part at any future time. Provided, that all or any portion of such lot on which any such dwelling house is to be erected shall be subject to and bound by these covenants, conditions, restrictions, easements and reservations.

4. No structure shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

5. No building shall be erected, placed, or altered on any building plot in this subdivision 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Edward P. Peirce, No 2 Murphy Road, Deerhurst, Delaware; W. Percival Johnson and Helen C. Johnson, both of 211 West Baltimore Avenue, Lansdowne, Pennsylvania, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee the remaining member or 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 representative, 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 has 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 representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee,

and of its designated representative, shall cease on and after January 1, 1948. 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 subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded Plat. In any event, no building shall be located on any residential building plot nearer than twenty-two feet to the front lot line nor nearer than twenty-two feet to any side street line. No building except a detached garage or other outbuilding located eighty feet or more from the front lot line, shall be located nearer than eight feet to any side lot line. The provision of this paragraph shall not apply to or bind the said lot designated as "commercial" on said plan of Deerhurst.

7. No residential structure shall be erected or placed on any building plot which plot has an area of less than five thousand square feet or a width of less than fifty feet at the front building setback line.

8. No trade, business, commerce, industry or occupation shall be conducted on any residential building plot or in any building erected thereon except where a licensed physician or dentist uses a portion of the dwelling house in which he resides as an office.

9. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the 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. No dwelling costing less than Four Thousand Dollars shall be permitted on any lot on said tract. The ground floor area of the main structure exclusive of one story open porches and garages shall be not less than seven hundred and fifty square feet in the case of a one story structure nor less than five hundred and twenty-five square feet in the case of a one and one-half, two or two and one-half story structure. Provided, however, that no dwelling shall be erected upon Lots Nos. 161 and 162, Section C. as shown on said Plan which shall cost less than Sixty-five Hundred Dollars to construct which said cost shall be exclusive of ground, financing expenses, architect fees, legal and engineering costs.

11. No pigs, chickens, poultry, rabbits, horses or cattle shall be kept or placed on any residential plot. No noxious or offensive trade or activity shall be carried on upon any residential plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. Easements are hereby reserved over the rear five feet of each lot shown on said Plan for utility installation and maintenance.

13. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty feet of the property line of any area which in the future may be designated "park area" or within said distance of the edge of any open water course, except that clean fill may be placed nearer to the lot line provided the natural water course is not altered or blocked by any such fill.

14. No fence or wall shall be permitted to extend nearer to any street than ten feet beyond the minimum building set-back lines, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than six inches above the finished grade at the back of said retaining wall.

15. The lot designated "commercial" shall be restricted to retail merchandising.