

(COPIED ON 7/28/90 FOR DEERHURST - AREA III)

DECLARATION OF RESTRICTIONS

Recorded: Recorder of Deeds Office, Wilmington, Delaware
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THIS DECLARATION, made this 10th day of December, 1959, by CERTAIN OWNERS OF PROPERTIES IN THE COMMUNITY KNOWN AS DEERHURST, in Brandywine Hundred, New Castle County and State of Delaware, whose signatures appear at the end hereof,

WHEREAS, all of the signers hereto are owners of lots or parcels of real estate situate in that section of Deerhurst, Brandywine Hundred, New Castle County, Delaware, described in detail by metes and bounds in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, the entire tract aforesaid was subjected to certain restrictions and covenants running with the land by an instrument executed by George M. Peirce and Eva B. Peirce, his wife and others, dated December 30, 1942, and recorded in the Office of the Recorder of Deeds in and for New Castle County, such restrictions being those set forth in Exhibit "B" attached to said agreement, and

WHEREAS, said restrictions on the lots in said tract of land will, in accordance with Paragraph 14 thereof, expire and become ineffective on January 1, 1960, and

WHEREAS, the undersigned do desire to make known and declare the covenants, conditions, agreements, easements, reservations and restrictions which shall be applicable to and bind the real property owned by them within the aforesaid description of land in the community known as Deerhurst, Brandywine Hundred, New Castle County, Delaware.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT all of the undersigned do hereby covenant and declare that from the effective date of this agreement lands owned by them within the community known as Deerhurst, Brandywine Hundred, New Castle County, Delaware, shall be subject to the following covenants, easements, reservations and restrictions which they hereby agree shall be covenants running with the land and shall be binding upon said owners and their respective successors and assigns, which covenants, easements, reservations and restrictions are hereby imposed for the benefit of all of that certain piece or parcel of land more particularly described in Exhibit "A", attached hereto.

The covenants, easements, reservations and restrictions binding as aforesaid are as follows:

1. Land in this tract shall be used for residential purposes only and no buildings of any kind whatsoever shall be erected or maintained thereon except for private dwellings and private garages. No more than one private dwelling and one private garage shall be erected or maintained on one lot.

2. No building, fence, wall, or any other structure shall be erected, altered, or placed on any land bounded by this agreement until detailed and adequate plans and specifications of the proposed structure, addition, or alteration have been submitted in writing and approved in writing by the Deerhurst Civic Association, which is empowered to appoint a committee to administer the provisions of this paragraph. Said plans and specifications must disclose the nature, kind, shape, size, floor plan, location, and approximate cost of the proposed structure, addition, or alteration. Said Civic Association or its duly appointed committee shall have the right to disapprove any such plans or specifications, if in its opinion they are not suitable or desirable for aesthetic or other reasons; and in reviewing said plans the Association shall take into consideration the suitability of the proposed structure, addition, or alteration - its nature, kind, shape, floor plan, materials and construction, and location as regards the site upon which said addition or alteration is to be made and the architectural suitability thereof with the neighboring surroundings and the effect of said building, addition or alteration upon the outlook from adjacent and/or neighboring properties.

Approval or disapproval by the Civic Association or its duly appointed committee must be rendered in writing within thirty (30) days after receipt of plans. In the event that no approval or disapproval is forthcoming within said thirty-day period then it shall be assumed that the plans are approved and the owner or other applicant may proceed in accordance with said plan. The principal office of the Deerhurst Civic Association is 1707 Concord Pike, Wilmington 3, Delaware. In the event that the Deerhurst Civic Association shall become inactive to the extent that it fails to hold an annual meeting within two successive years, a committee having all of the rights and powers of said Civic Association with respect to this provision may be appointed by a vote of the majority of the parties bound by this agreement. The action of said committee shall be just as effective as though rendered by the Civic Association hereunder.

3. No dwelling, house or residence shall be erected on any parcel of land having an area of less than eight thousand seven hundred (8,700) square feet.

4. No building or part thereof shall be erected or maintained closer to any roadway right-of-way line on which said building is erected, than twenty-five (25) feet. No building shall be located nearer than ten (10) feet to any side boundary line; nor nearer than twenty-five (25) feet to any rear boundary line of an interior parcel; nor nearer than fifteen (15) feet to any rear boundary line of a parcel abutting a corner.

5. No two-story dwelling shall be erected with less ground area than eight hundred fifty (350) square feet, exclusive of garages and porches and no one story dwelling shall be erected with less area than twelve hundred (1200) square feet, exclusive of garages and porches.

6. Unenclosed, covered porches may encroach upon restricted areas described in item 4 above as much as a distance of five (5) feet except where to do so would violate applicable zoning laws.

7. All garages shall be attached to or connected with the residential building on the particular lot.

8. Roof construction of buildings erected for use as dwellings or as garages shall be of more than one pitch, the garages on the lots to be of an architectural design conforming to that of the dwelling.

9. No fences or walls shall be permitted to extend nearer to any roadway right-of-way line than the points at which the lot lines intersect the building setback line.

10. No trade, business, commerce, industry, profession, or occupation for gain or profit shall be conducted on any land covered by this agreement or in any building thereon. This provision is not intended, however, to preclude a resident from engaging in incidental activities such as painting or writing for profit.

11. No trailer, basement, tent, shack, garage, barn, shelter, outbuilding, or other structure shall be erected or located on any land for use as a residence temporarily or permanently. This shall not preclude the erection of such underground emergency shelter as shall be recommended by Civil Defense or other duly authorized Civil agency.

12. No animals, birds, or reptiles, except conventional household pets shall be kept or placed on any plot. No noxious or offensive trade or activity shall be conducted on any premises nor shall anything be done thereon or permitted to exist which shall be or become an annoyance or nuisance to adjacent or neighboring properties.

13. It is further agreed that all of the provisions of this agreement shall be enforceable at law or equity by all owners of property within Deerhurst whose property is now or becomes hereafter subject to these restrictions or other identical restrictions. Further provided, that with respect to each separate provision of these restrictions, any resident of Deerhurst may enforce such provision at law or equity provided that a like provision (as that sought to be enforced) shall be binding upon such person and his lot in Deerhurst and further provided that such like provision shall be enforceable by the parties hereto.

14. In the event that any provision hereunder or portion of a provision hereunder shall at any time be declared invalid or unenforceable by a judgment or order of a court having jurisdiction or by any other means, all other provisions and portions of provisions shall continue in full force and effect.

15. All provisions of this declaration shall remain effective until January 1, 1972, at which time this declaration shall be automatically extended for successive periods of ten (10) years unless and until rescinded or modified by the majority vote of the then owners of record of lots bound by the terms of this declaration. For the purpose of this paragraph each parcel shall have one vote.

16. Nothing in this agreement shall make it necessary to alter or remove any structure, or part thereof, in existence on the date of filing this agreement; nor shall it prevent substantially faithful restoration of any said structure within its original building lines; nor shall they prohibit the practice of any profession in any residence in which it is being practiced on the date of recording of this indenture.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals intending to be legally bound thereby on this 10th day of December, 1959.