

LONGWOOD, Section 1 Restrictions

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wt 1-67 PAGE 688

THIS DECLARATION made this 13th day of April,
A. D. 1961, by WILMONT HOMES INC., a corporation of the State of
Delaware, hereinafter called "DECLARANT",

WHEREAS, Declarant is the owner in fee simple of all
that certain tract of land situate in Brandywine Hundred, New Castle
County and State of Delaware, known as SECTION 1., LONGWOOD,
as shown and laid out on a Plan thereof prepared by Van Demark & Lynch,
Inc., Civil Engineers and Surveyors of Wilmington, Delaware and about to be
recorded in the Office for the Recording of Deeds, in and for New Castle
County, Delaware, under the provisions of the Regional Planning Act for
New Castle County, said tract of land being more particularly described by
metes and bounds in Schedule "A" attached hereto and made a part hereof; and

WHEREAS, the Declarant desires to impose certain restric-
tive covenants and conditions on the aforesaid tract of land;

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

That for and in consideration of the premises, Declarant hereby covenants and
declares for itself, its successors and assigns, that it does and shall stand
seized of all that certain tract of land as shown and laid out on the Plan of
SECTION 1., LONGWOOD and as more particularly described in Schedule
"A" hereto:

UNDER AND SUBJECT, NEVERTHELESS, to the following
covenants, agreements, conditions, easements, reservations and
restrictions which it is hereby agreed shall be covenants running with the
land included within the aforesaid Plan of SECTION 1., LONGWOOD
and shall be binding upon Declarant, its Successors and Assigns, and only
upon all of the lands included within the said Plan of SECTION 1.,
LONGWOOD which said Covenants, agreements, conditions, easements,
reservations and restrictions are hereby imposed for the equal benefit of

owners of lots, as the same now are or hereafter may be shown or established on the aforesaid Plan of SECTION 1., LONGWOOD.

1. No structures shall be erected upon any of the lots shown on the aforesaid Plan other than single family, detached dwellings for residential use only, not to exceed three stories in height. Attached or detached garages or car ports may be constructed and maintained for the use of the owners and occupants of the dwelling on the residential plot on which the same are located. Appurtenant structures for recreational use such as swimming pools, barbecue pits, badminton or tennis courts, basketball backboards and the like are not to be deemed violations of the foregoing covenant. With respect to the area designated on said Plan as "Dedicated for Park and Public Uses", Declarant reserves the right to itself, its successors and assigns, to dedicate, sell, transfer, or convey the same or any part thereof to any non-profit corporation, association or public authority or agency for park, recreational, educational, religious or other like purposes, including by way of illustration but not by way of limitation, churches, schools (public and private), libraries, museums, fire houses, civic centers, playgrounds, swimming pools, tennis courts, ice skating rinks and like facilities; community halls and including parsonages, custodians' quarters, and managers' or superintendents' housing in conjunction with any such use; the right is also reserved to Declarant to install and maintain facilities for utilities, drainage or sanitary sewer purposes over, under and along said areas designated "Dedicated for Park and Public Uses".

2. Nothing contained in these restrictions shall be construed as in any way preventing the construction of sample or model homes and related parking areas and signs and advertising in connection therewith in the development by Declarant, its successors and assigns or affiliated enterprises; the furnishing of said homes and the use of such sample or model homes for purposes of display and showing to the public generally shall be for a period of time commencing with the date hereof and ending upon completion and sale of homes on all of the building lots shown on the Plan of SECTION 1., LONGWOOD. By acceptance of a deed to any lot shown on said Plan of SECTION 1., LONGWOOD, each purchaser shall be deemed to have consented to and approved of the construction, maintenance and use of model or sample homes for the purposes and the period of time above stated. Further, during the period of construction, as above defined, tools, machinery and materials may be temporarily stored on vacant lots and within the area "Dedicated for Park and Public Uses"; and temporary sales and construction offices and storage warehouses and depots may be erected and maintained anywhere on the aforesaid Plan, including the area "Dedicated for Park and Public Uses".

3. No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building shall have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in said development and as to location of the building with respect to topography and finished ground elevation by a committee composed of Louis P. Shassian, Harry Rubenstein and Alfred Frascowski, 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, such approval will not be required and this covenant shall be deemed to have been fully complied with. The committee shall serve without compensation and its power shall cease on June 30, 1981, unless, prior to that date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said development, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

4. No building shall be erected on any lot, portion thereof or combination thereof, shown on the aforesaid Plan, nearer to the front lot line, or nearer to the side street line than the building set-back lines shown on the aforesaid Plan. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to the side street line; provided, however, the word "building" shall not be construed as including open porches and steps and similar construction projecting beyond the main structure of the building.

No building shall be located nearer than eight (8) feet to an interior side property line with a minimum aggregate width of the two side yards of twenty (20) feet. No dwelling shall be located on any interior plot nearer than thirty (30) feet to the rear lot line except in the cases of corner plots which shall conform to the existing zoning code of New Castle County. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

5. No dwelling shall be erected or placed on any residential building plot which has an area of less than ten thousand (10,000) square feet.

6. The ground floor area of any main structure and dwelling erected upon the area shown on the aforesaid Plan, exclusive of open porches and garages, shall not be less than seven hundred fifty (750) square feet in the case of a one or one and one-half story structure, nor less than five hundred fifty (550) square feet in the case of a two or two and one-half or three story structure.

7. No trade, business, commerce, industry or occupation shall be conducted on any portion of the area shown on the aforesaid Plan 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 his office, except that a builder shall have the right to construct houses and carry on all incidental commerce and trade, including all necessary signs, related to the construction and sale of houses in SECTION I., LONGWOOD.

8. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

REC I-67 PAGE 671

9. No fence shall be erected or permitted on any residential building plot, except to the rear of the main house structure. If the owner elects to erect a fence to the rear of his home structure, it shall not be permitted to be over four (4) feet in height and the design of said fence must meet the approval of the Committee.

10. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. 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.

13. Easements are hereby reserved to Declarant, its successors and assigns, for the installation and maintenance of utilities over and along the rear ten (10) feet of all land abutting the boundary lines of SECTION 1, LONGWOOD or abutting the area designated on said Plan as "Reserved for Public Open Space", and such easements are also reserved over, under and along the rear five (5) feet of all other residential lots now or hereafter laid out on said Plan; like easements are also reserved over, under and along five (5) feet on each and every side property line.

All lots to be conveyed by the said Declarant, its successors and assigns, shall be subject to any easements, licenses or other interest in land theretofore or hereafter granted, conveyed or created to the Delaware Power and Light Company and Diamond State Telephone Company, their successors and assigns.

Easements shown on the recorded Plan of SECTION 1, LONGWOOD are hereby reserved to Declarant, its successors and assigns.

Declarant reserves to itself, its successors and assigns, of any such easements, the right to modify or extinguish any such easements without the consent of the owners of lots on the aforesaid Plan; provided, however, in the event any such easements are being utilized by any public authority or public utility company for utilities, sewer lines or drainage purposes, such easements shall not be modified or extinguished without the consent of such public authority or public utility company.

REC I-67 PAGE 672

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Purchasers of any lot or lots on the Plan of SECTION 1., LONGWOOD across whose lot or lots a drainage right of way or sewer right of way may pass, as shown on the aforesaid Plan or as designated by Indenture, shall at all times maintain and occupy their lots so as not to interfere with the proper maintenance of said rights of way; public utilities and such public authority as may have an interest in such easement shall at all times be entitled to enter upon such easements and abutting land to the extent necessary for the purposes of properly maintaining the same.

16. Declarant, its successors and assigns, shall not subdivide any lot shown on the aforesaid plan of SECTION 1., LONGWOOD, excepting, however, from such prohibition, and said Declarant, its successors and assigns, do hereby expressly reserve the right to convey more or less than a whole lot, and thereby to subdivide for the limited purpose only of correcting minor violations of the restrictions hereinabove set forth relating to side, rear and set back lines and yards wherever misplacement of a building or accessory structure on any lot may so require in order that the conveyance thereof shall comply with such restrictions. In making such subdivision for such limited purpose, it shall not be necessary to obtain the consent or agreement of the owner of any lot shown on the aforesaid Plan. Nothing herein contained shall be construed as preventing subdivision of adjacent lots on said Plan for the purpose of creating larger lots than shown thereon.

17. In the event any dwelling or other permitted structure erected on any residential building plot is so placed that it violates a front, side or rear yard setback restriction as provided in this Declaration and such violation also constitutes a violation of any then applicable zoning law or regulation, the grant of a variance by the Board of Adjustment of New Castle County or other authority authorized to grant such a variance with respect to the zoning violation shall automatically constitute a variance and modification of these restrictions with respect to such violation.

18. Anything herein contained to the contrary notwithstanding, Declarant reserves to itself, and subsequent developers of SECTION 1., LONGWOOD, the right to sell, transfer or convey any lot or lots shown and laid out on the aforesaid Plan to any nonprofit corporation or association organized by persons who are residents of SECTION 1., LONGWOOD for the purpose of constructing, maintaining and operating thereon a swimming pool with bathhouses and other facilities usually appurtenant to such use, ice-skating rinks, tennis courts and similar open-air recreational facilities, which use shall be subject to such membership rules, regulations, subscriptions and dues as may be promulgated and assessed from time to time by any

REC-67 PAGE 673

such nonprofit corporation or association; provided only that first preference for membership in such pool shall be provided residents of SECTION 1., LONGWOOD.

Any lot or lots on the aforesaid Plan may also be sold, conveyed and used for church purposes and for all religious and educational purposes incidental to such church use.

19. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall be binding upon Declarant, its successors and assigns, and all persons claiming under them, until June 30, 1981, at which time the same shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to June 30, 1981, or within one (1) year prior to the expiration of any successive ten (10) year extension, the majority of the then owners of lots included within the aforesaid Plan, by a proper instrument of writing and duly recorded in the Office for the Recording of Deeds, in and for New Castle County, Delaware, modify, alter, change, abandon, or terminate the same, in whole or in part.

20. If anyone shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements and reservations or easements herein contained, it shall be lawful for any other person or persons owning any real property shown on the Plan of SECTION 1., LONGWOOD to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same and either to prevent him or them from so doing or to recover damages or other dues for such violations,

21. Invalidation of any one of these covenants, conditions, reservations, restrictions, easements or agreements herein contained shall in no wise affect any of the other provisions which shall remain in full force and effect,

22. Any dwelling house erected upon the Plan of SECTION 1., LONGWOOD shall be connected with a sanitary sewer system.

23. The foregoing covenants, conditions, reservations, restrictions, easements and agreements shall apply to and bind only the land owned by Declarant, shown on the aforesaid Plan of SECTION 1., LONGWOOD and as described herein and in no event shall the same be construed to apply to or in any manner bind or affect any other lands of Declarant, not shown on the aforesaid Plan and not described herein.

IN WITNESS WHEREOF, the said WILMONT HOMES INC.,

hath caused its name by Louis P. Shassian, 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.

Sealed and Delivered in the Presence of:

Alfred Grayhards

WILMONT HOMES INC.

BY: *[Signature]*
President

ATTEST: *[Signature]*
Secretary