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**DECLARATION**

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**OF**

**RESTRICTIONS**

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EX 221131010

JOHN J. PATRICKIA  
RECORDER OF DEEDS  
NEW CASTLE CO. DE

Tax Parcel No.: 06-024.00-001  
Prepared By: Larry J. Tarabicos, Esquire  
By: ~~Young, Conaway, Stargatt & Taylor~~  
Rodney Square North, P.O. Box 391  
Wilmington, Delaware 19899

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 12 day of December, 1996, by FIRST STATE/BALDINI JOINT VENTURE, a Delaware joint venture (hereinafter referred to as the "Declarant")

W I T N E S S E T H:

WHEREAS, Declarant is the owner of that certain lot, piece, or parcel of land, situate in Brandywine Hundred, New Castle County and State of Delaware, comprised of approximately 55.9 acres of land, and being known as "Ballymeade", as shown on that certain Record Major Subdivision Plan ("the Plan") prepared by VanDemark & Lynch, Inc., dated January 12, 1996, of record in the Office of the Recorder of Deeds, in and for New Castle County and the State of Delaware, in Microfilm No. 12959, being a residential subdivision of 216 single-family detached lots ("the lots") (hereinafter the "Property"); and

WHEREAS, Declarant desires to develop on the Property a residential community for the benefit of said community and which community shall consist of a variety of single-family detached dwelling units; and

WHEREAS, Declarant desires to provide for the orderly preservation of property values for the individual lots in said community and, to that end, desires to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: The Declarant does hereby covenant and declare that it shall hold and stand seized of the Property subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns:

7/2/96

## ARTICLE I.

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 the lots, and no horses, cows, goats, hogs, poultry, pigeons, or similar animals shall be kept on any part or portion of the lots. Breeding of domestic animals of any kind on any part or portion of any lot or lots 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, of high quality craftsmanship, be no more than four (4) feet in height, and have a floor area no greater than of 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 18, herein.

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

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. Exterior Christmas lights and/or ornaments shall be permitted, provided that such lights are removed no later than January 15th of any year.

Section 6. Trash Receptacles. Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting 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 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 within the property, described, 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 or 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 except that fences which are dividing lines between two single family lots may extend along side lot lines. No fences shall be of a height of more than six (6) feet and all such fences shall be wood constructed. No such fences shall be constructed or maintained upon the lots until the plans for the same have been approved by Declarant, in accordance with the provision of Section 18 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, its successors or assigns, must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

Section 12. Lawn Mowing. The owner of each lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said lot at least once during each of the months from March through November of each year.

Section 13. Yards. No statues, sculptures, painted trees, bird baths, ornaments, or replicas of animals or other like objects may be affixed to or placed on any lot or building.

Section 14. Trampolines. No trampolines of any kind whatsoever shall be erected or maintained on any lot.

Section 15. 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 16. Right-of-Ways. No structures or equipment, of any nature, except for standard mail boxes, shall be constructed or installed within the right-of-ways of the Subdivision streets.

Section 17. Easements. Easements and rights-of-way are hereby reserved on, over, under and along all of the lots in the Property, 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 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 18. 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 specifications, 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, Declarant or it's successors or assigns, shall consider the following factors:

- a) The quality, aesthetic suitability, nature, kind, shape of the proposed building or other structure;
- b) The color, height and materials of which it is to be constructed;
- c) The specific site upon which it is proposed to construct or erect the same;
- d) 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.
- e) The effect on the reasonable passage of light and air to the neighboring properties.

For purposes of this Declaration, the Declarant shall have the sole and exclusive right to determine when lot lines and /or street

lines shall be "front or "side" lines.

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, which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the owner of at least ten per cent (10%) of the dwelling units, shall have the absolute right to amend this Declaration from time to time without the joinder of any other owners by executing and recording an amendment in the Office aforesaid.

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 or a waiver to enforce the other restrictions contained herein. In the event Declarant 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 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. Declarant reserves the right to assign its power to modify or enforce these covenants and restrictions by an appropriate instrument in writing, recorded in the Office of the Recorder of Mortgages, in and for New Castle County, State of Delaware.

ARTICLE IV.

SEVERABILITY

Invalidation of any one of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

EX 221179.040

ARTICLE V.

INTERPRETATION

This Declaration shall bind all lots in the Property owned by Declarant of the date on which this Declaration is recorded and all other lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or its successors in title to vacant lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, or generally carrying on its business as to the development of the Property.

IN WITNESS WHEREOF, the said First State/Baldini Joint Venture has caused this Indenture to be executed and sealed by authorized corporate officers of the joint venturers, the day and year first above written.

Sealed and Delivered  
in the Presence of:

FIRST STATE/BALDINI JOINT VENTURE

By: First State Enterprises, Inc.,

By: *Eugene M. [Signature]*  
President

Attest: *Patricia M. Salgado*  
Asst. Secretary

[Corporate Seal]

By: L & N Construction Co., Inc.

By: *[Signature]*  
President


Attest: *[Signature]*  
Secretary

[Corporate Seal]

STATE OF DELAWARE )  
 ) SS.  
NEW CASTLE COUNTY )

BE IT REMEMBERED that on this 12th day of December,  
A.D. 1996, personally came before me, the Subscriber, a Notary  
Public for the State and County aforesaid, Eugene M. Julian,  
~~President of First State Enterprises, Inc. and Elario N. Baldini,~~  
President of L & N Construction Co., Inc., joint venturers of First  
State/Baldini Joint Venture, a Delaware joint venture, party to  
this Indenture, known to me personally to be such, and acknowledged  
this Indenture to be their act and deed and the act and deed of  
said company.

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

*Kimberly A. Cox*  
Notary Public  
Kimberly A. Cox  
Printed Name of Notary Public  


KIMBERLY A. COX  
NOTARY PUBLIC  
COMMISSION EXPIRES 01-10-2000