

Prepared By: Timothy M. Rafferty
RETURN TO: P. O. Box 609
Hockessin, Delaware 19707
Tax Parcel No.:
Microfilm No. 2759

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR LAMBETH RIDING

THIS AGREEMENT made this 27th day of July, A.D. 1998

WHEREAS, by declaration dated May 1, 1975 and of record in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware, in Deed Record L. Volume 90, Page 321, Gilpin, VanTrump & Montgomery, Inc., a corporation of the State of Delaware, imposed certain restrictions, conditions, covenants, agreements, and provisions on the real estate constituting the subdivision of Lambeth Riding, as shown on the Record Major Subdivision Plan of Lambeth Riding, of record in the Office aforesaid in Microfilm No. 2759, and which declaration was amended by a declaration of Gilpin, Van Trump & Montgomery, Inc. and FranSteve Fortunato Homes, Inc., a corporation of the State of Delaware, dated January 12, 1976, and recorded in the Office aforesaid in Deed Record A, Volume 92, Page 37; and

WHEREAS, paragraph 1 of the declaration provides that the majority of the lot owners included within the subject property may agree to change said restrictions', and

WHEREAS, the undersigned lot owners constitute a majority of the owners of said lots', and

WHEREAS, said undersigned desire to modify and amend the declaration of restrictions as aforesaid.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS that the undersigned do hereby covenant and declare that the said declaration dated May 1, 1975, and recorded in the Office aforesaid in Deed Record L, Volume 90, Page 321, as amended by amendment dated January 12, 1976 and recorded in the Office aforesaid in Deed Record A, Volume 92, Page 37, shall be amended by adding a new paragraph 8.1:

"8.1 No pool which is constructed or erected above grade commonly referred to as "an above ground pool", shall be constructed, erected, permitted or maintained on any residential building lot. No exterior satellite dish antenna greater than forty (40) inches in diameter, whether attached to a structure or free standing, shall be constructed, erected, permitted or maintained on any residential building lot."

In other respects the declaration of restrictions as amended is hereby ratified and affirmed.

IN WITNESS WHEREOF the parties hereto have executed this declaration the date and year aforesaid.

IN THE PRESENCE OF

Lot No.

60

Keith N. Reed

(SEAL)

60

Loretta Reed

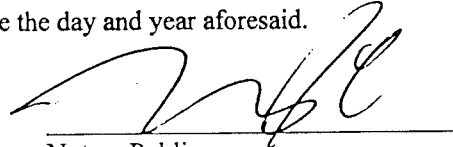
(SEAL)

STATE OF DELAWARE)
: SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 31st day of MAY, A.D. 1997, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, KEITH N. REED, LORETTA REED, JOHN D. BISHOP, JR., LOUISE A. BISHOP, ANNETTE S. MASSEY, BARRY L. MASSEY, STEWART B. TAUB, ALISON H. TAUB, MICHELE ZIEMIANSKI, JAMES C. McCARTY, JENNICE L. McCARTY, BARBARA V. BOUB, MICHAEL N. BOUB, BEVERLY A. HITE, DAVID A. HITE, PAUL T. REYNOLDS, LYNNE F. REYNOLDS, HARRY M. BUNDREN, RUTH C. BUNDREN, JAMES L. MORRISON, PAMELA P. MORRISON, ROBERT J. FAIR, SHERRON A. FAIR, BEVERLY H. JORDAN, JOHN A. JORDAN, SHEILA L. ANGELL, DARYL L. ANGELL, and LINDA K. DION, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

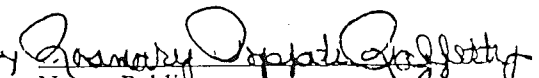
TIMOTHY M. RAFFERTY
NOTARIAL OFFICER
29 Del.C. §4323(a)(3)
PERMANENT COMMISSION


Notary Public
My Commission Expires:

STATE OF DELAWARE)
: SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 19th day of JULY, A.D. 1997, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, ROBERT A. BIROS, ANN M. KOPISH, WILLIAM J. KOPISH, RALPH E. CROUCH, MARGARET W. CROUCH, KATHLEEN D. NEAL, and COLIN CAMERON MacKAY, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

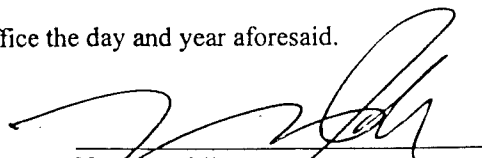
ROSEMARY POPATI RAFFERTY 
Notary Public
My Commission Expires:
12/22/98

STATE OF DELAWARE)
: SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 16th day of AUGUST, A.D. 1997, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, ROY D. LOCKER, YVONNE C. LOCKER, GLENN A. SWEANY, RONDA L. SWEANY, HENRY KEMPERFELT VYE, III, REBECCA W. VYE, JAMES V. DUGAR, CHARLOTTE A. DUGAR, JOSEPH M. CHOU, JANE S. CHOU, JOAN M. BOLLEN, and P. STUART BOLLEN, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

TIMOTHY M. RAFFERTY
NOTARIAL OFFICER
29 Del.C. §4323(a)(3)
PERMANENT COMMISSION

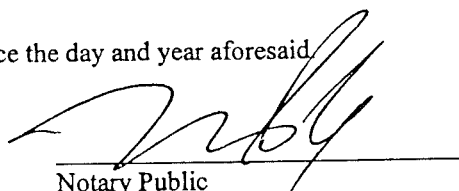

Notary Public
My Commission Expires:

STATE OF DELAWARE)
 : SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 10th day of APRIL, A.D. 1998, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, MITZI H. SAKATA, JOAN E. PUGARELLI, VICTOR S. PUGARELLI, RONALD E. SMALLWOOD, NANCY M. SMALLWOOD, JAMES A. MILLER, IRA F. LOBIS, CYNTHIA M. LOBIS, RICHARD A. WYSOCKI, and DOLORES A. WYSOCKI, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

TIMOTHY M. RAFFERTY
NOTARIAL OFFICER
29 Del.C. §4323(a)(3)
PERMANENT COMMISSION

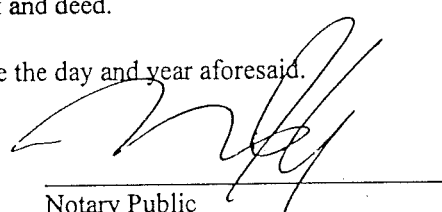

Notary Public
My Commission Expires:

STATE OF DELAWARE)
 : SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 3rd day of MAY, A.D. 1998, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, JOSEPH D. CANDELORO, JOAN CANDELORO, MARY LOUISE MacKAY, EDWARD K. SAKATA, and KATHLEEN H. BIROS, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

TIMOTHY M. RAFFERTY
NOTARIAL OFFICER
29 Del.C. §4323(a)(3)
PERMANENT COMMISSION

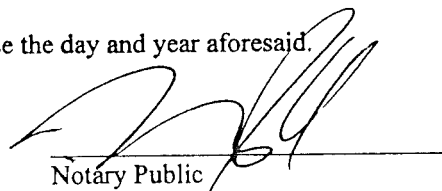

Notary Public
My Commission Expires:

STATE OF DELAWARE)
 : SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 5th day of MAY, A.D. 1998, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, RICHARD N. DION, MARTHA JEAN EKINS, W. LEO EKINS, DAVID G. BAKERIAN, NANCY W. BAKERIAN, NANCY L. STEARNS, and FREDERICK D. STEARNS, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

TIMOTHY M. RAFFERTY
NOTARIAL OFFICER
29 Del.C. §4323(a)(3)
PERMANENT COMMISSION

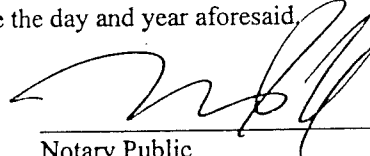

Notary Public
My Commission Expires:

STATE OF DELAWARE)
 : SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 12th day of MAY, A.D. 1998, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, THOMAS G. ZIEMIANSKI and ANN G. MILLER , party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.

TIMOTHY M. RAFFERTY
NOTARIAL OFFICER
29 Del.C. §4323(a)(3)
PERMANENT COMMISSION

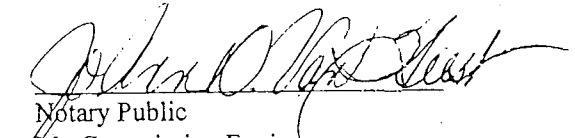


Notary Public
My Commission Expires:

STATE OF DELAWARE)
 : SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this 27th day of JULY, A.D. 1998, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, TIMOTHY M. RAFFERTY and ROSEMARY P. RAFFERTY, party to this Declaration, known to me personally to be such, and each acknowledged this Declaration to be his act and deed.

GIVEN under my hand and seal of office the day and year aforesaid.



Notary Public
My Commission Expires:

JO ANN D. VAN HEEST
NOTARY PUBLIC - DELAWARE
My Commission Expires Aug. 31, 2001

THIS DECLARATION, Made this Twelfth day of
January, A.D. 1976, by Gilpin, Van Trump and Montgomery, Incorporated, a corporation of the State of Delaware, hereinafter referred to as "Gilpin",

A N D

FranSteve Fortunato Homes, Inc., a corporation of the State of Delaware, hereinafter called "Fortunato",

WHEREAS, by Declaration dated May 1, 1975, and of record in the Office of the Recorder of Deeds, in Deed Record L, Volume 90, Page 321, Gilpin imposed certain restrictions, conditions, covenants, agreements and provisions on sixty-three lots, as shown on the Record Major Subdivision Plan of LAMBETH RIDING, of record in the Office aforesaid, in Microfilm No. 2759, as by reference to said Declaration will more fully appear; and

WHEREAS, paragraph 13 of said Declaration provides that Gilpin reserves the right at any time to change or modify any of the restrictions, conditions, covenants, agreements or provisions therein contained with sufficient of the owners to constitute with Gilpin, fifty per cent or more of the lots in said tract; and

WHEREAS, Gilpin is the owner of more than fifty per cent of the lots in said tract; and

WHEREAS, by deed dated May 9, 1975, and of record in the Office aforesaid, in Deed Record L, Volume 90, Page 564, Gilpin conveyed to Fortunato a portion of the lots as shown on the Plan of Lambeth Riding, subject to the above restrictions, as by reference to said deed will more fully appear; and

WHEREAS, Fortunato joins in this Declaration for the purpose of affirmatively consenting to this change and modification to the first mentioned Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Gilpin, Van Trump and Montgomery, Incorporated, a corporation of the State of Delaware, does hereby covenant and declare that the said Declaration, dated May 1, 1975, and of record in the Office aforesaid, in Deed Record L, Volume 90, Page 321, shall be amended by deleting Paragraph 4 thereof in its entirety, and adding in lieu thereof the following new Paragraph 4, as follows:

"4. No building shall be erected or located nearer to any front lot line nor nearer to any side street line, nor nearer to any side property line of the residential building plot upon which it is erected than the set back distance or requirements shown on the first mentioned Record Major Subdivision Plan or than as required by the Zoning Code of New Castle County which distance or requirement is greater. Provided, however, that in the event that any dwelling or other permitted structure erected on any residential building lot violates any front lot line, side street line, side property line or rear yard setback requirements as provided for in this Declaration or on the above mentioned Record Major Subdivision Plan, and such violation also constitutes a violation of any then applicable zoning law or regulation, the grant of a variance by any board, agency or other authority of New Castle County authorized to grant a variance with respect to such zoning violation, shall automatically constitute an amendment and modification of these restrictions with respect to such violation and with respect only to that specific residential building lot for which the variance was granted."

IN WITNESS WHEREOF, the parties hereto have executed
this declaration the day and year aforesaid.

SEALED AND DELIVERED
In the Presence of:

Gilpin, Van Trump and Montgomery,
Incorporated:

Frank Davis

By: [Signature] President
Attest: [Signature] Secretary

FranSteve Fortunato Homes, Inc.:

Frank Davis

By: Steven L. Fortunato
Steven L. Fortunato, President
Attest: Francis P. Fortunato
Francis P. Fortunato, Secretary

STATE OF DELAWARE)
: SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, That on this Twelfth
day of January, A. D. 1976, personally came before me, the Sub-
scriber, a Notary Public for the State of Delaware,
JAMES C. RILEY, JR., President of Gilpin, Van Trump
and Montgomery, Incorporated, a corporation existing under the
laws of the State of Delaware, party to this Indenture, known
to me personally to be such, and acknowledged this Indenture
to be his act and deed and the act and deed of said corporation,
that the signature of the President thereto is in his own proper
handwriting and the seal affixed is the common and corporate
seal of said corporation, and that his act of sealing, executing,
acknowledging and delivering said Indenture was duly authorized
by a resolution of the Board of Directors of said corporation.

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

[Signature]
Notary Public

THIS DECLARATION, Made this first day of May, A. D.
1975,

BY, GILPIN, VAN TRUMP AND MONTGOMERY, INCORPORATED, a corporation of the State of Delaware, hereinafter referred to as "Declarant":

WHEREAS, Declarant is the owner of all those sixty-three lots of land situate in Mill Creek Hundred, New Castle County and State of Delaware, and being known as Lots Nos. 1 to 26, inclusive, Block B; Lots Nos. 27 to 43, inclusive, Block C; Lots Nos. 44 to 50, inclusive, Block D; Lots Nos. 51 to 58, inclusive, Block E; Lots Nos. 59 to 63, inclusive, Block F; on the Record Major Subdivision Plan of Lambeth Riding, as prepared by Howard L. Robertson, Civil Engineer and Surveyor, of Wilmington, Delaware, dated June 12, 1974, and revised to September 23, 1974, recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Microfilm No. 2759;

WHEREAS, the land covered by this Declaration is more particularly bounded and described as follows, to-wit:

ALL that certain lot, piece or parcel of land, situate in Mill Creek Hundred, New Castle County and State of Delaware, being 65.771 acres, more or less, as shown on the Plan of LAMBETH RIDING prepared by Howard L. Robertson, Civil Engineer and Surveyor, dated June 21, 1974, and revised to September 23, 1974, recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 2759, more particularly bounded and described as follows, to-wit:

BEGINNING at a point in the Easterly side of Valley, or Crossan, Road (Maintenance #294), said point of Beginning being distant the following ten courses and distance measured along the said Valley, or Crossan, Road from the Northwesterly end of a forty-nine and fifty-four one-hundredths feet radius intersection curve joining the said Easterly side of Valley, or Crossan, Road with the Northwesterly side of Venus Drive, (North Star, Section A, Microfilm No. 790), at fifty feet wide: (1) North one degree, fifty minutes, twenty-eight seconds West, two hundred ninety-four and fourteen one-hundredths feet to a point; (2) in a Northeasterly direction by an arc of a curve to the right having a radius of five hundred forty-two and ninety-six one-hundredths feet, an arc distance of one hundred eighty-five and ninety-four one-hundredths feet to a point; (3) North eighty-five degrees, thirty minutes, no seconds East, thirty-two and seventy-eight one-hundredths feet to a point; (4) North six degrees, twenty minutes, fifty-four seconds West, sixty-nine and ninety-seven one-hundredths feet to a point; (5) in a Northeasterly direction by an arc of a curve to the right

having a radius of five hundred fifty-three and sixty-six one-hundredths feet, an arc distance of eighty-eight and thirty-three one-hundredths feet to a point of tangency; (6) North thirty-five degrees, twenty-one minutes, ten seconds East, sixty and three one-hundredths feet to a point; (7) North thirty-nine degrees, thirteen minutes, twenty-three seconds East, one hundred forty-three and ninety-two one-hundredths feet to a point; (8) in a North-easterly direction by an arc of a curve to the right having a radius of one thousand nine hundred fifty-four and eighty-six one-hundredths feet, an arc distance of two hundred feet to a point; (9) North eighteen degrees, eight minutes fifty-five seconds East, two hundred twenty-one and nineteen one-hundredths feet to a point; (10) in a Northeasterly direction by an arc of a curve to the left having a radius of one thousand nine hundred thirty-nine and eighty-six one-hundredths feet, an arc distance of twenty and ninety one-hundredths feet to the place of Beginning; thence from said point of Beginning by the aforementioned Easterly side of Valley, or Crossan, Road the following six courses and distances: (1) in a Northeasterly direction by an arc of a curve to the left having a radius of one thousand nine hundred thirty-nine and eighty-six one-hundredths feet, an arc distance of eighty-nine and ten one-hundredths feet to a point of tangency; (2) North fifteen degrees, thirty-one minutes, fifty-nine seconds East, one hundred seventy-nine and seventy-six one-hundredths feet to a point; (3) North twenty-six degrees, fifty minutes, thirty-eight seconds East, fifty and ninety-nine one-hundredths feet to a point; (4) North fifteen degrees, thirty-one minutes, fifty-nine seconds East, fifty feet to a point; (5) North nine degrees, forty-nine minutes, twenty-one seconds East, one hundred and fifty one-hundredths feet to a point; (6) North fifteen degrees, thirty-one minutes, fifty-nine seconds East, six hundred fifty-two and thirty-seven one-hundredths feet to a point; thence by line of lands now or formerly of Henry C. Mitchell, South seventy-three degrees, nine minutes, twenty-one seconds East, one thousand five hundred eighty-four and ninety-six one-hundredths feet to a point; thence by line of lands now or formerly of Joseph Mitchell and Paul W. Mitchell the following two courses and distances: (1) South two degrees, twenty minutes, no seconds East, five hundred sixty-five and twenty-five one-hundredths feet to a point; (2) North eighty-seven degrees, fifty-three minutes, ten seconds East, nine and eighty-seven one-hundredths feet to a point; thence by line of North Star, Section B, Microfilm No. 899, South one degree, thirty-seven minutes, twenty-four seconds East, nine hundred sixty-three and eighty-five one-hundredths feet to a point; thence by line of lands now or formerly of North Star Corporation, South eighty-nine degrees, fifty-four minutes, ten seconds West, four hundred ninety-seven and thirty-two one-hundredths feet to a point; thence by line of North Star, Section A, the following two courses and distances: (1) North four degrees, forty-two minutes, four seconds West, one hundred thirty-three and ninety-six one-hundredths feet to a point; and (2) South eighty-eight degrees, four minutes, eighteen seconds West, one thousand two hundred fifty-seven and sixty one-hundredths feet to a point; thence North seven degrees, nine minutes, nine seconds East, one hundred sixty-one and forty-six one-hundredths feet to a point; thence North seven degrees, forty-five minutes, twenty seconds East, three hundred fifty-two and sixty-one one-hundredths feet to a point; thence South eighty-one degrees, fifty-nine minutes, seventeen seconds East, eight and ninety-six one-hundredths feet to a point; thence North seven degrees, thirty-four minutes, forty-three seconds East, two hundred seventy-seven and seventy-five one-hundredths feet to a point; thence North eighty-one degrees, thirty-seven minutes, forty-seven seconds West, two hundred twenty-nine and eighty-two one-hundredths feet to the place of Beginning. Containing within said bounds 65.771 acres, more or less.

WHEREAS, Declarant desires to make known and declare the covenants, agreements, conditions, easements, reservations and restrictions which shall be applicable to and bind the above described lands;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That GILPIN, VAN TRUMP AND MONTGOMERY, INCORPORATED, a corporation of the State of Delaware does hereby covenant and declare that it shall hold and stand seized of the above described lands;

UNDER AND SUBJECT NEVERTHELESS, to the following covenants, agreements, conditions, easements, reservations and restrictions:

1. These covenants, agreements and restrictions are to run with the land included within the aforesaid metes and bounds and shall be binding upon the party hereto, its successors and assigns, and all persons claiming under them, until January 1, 1987, at which time said covenants, agreements and restrictions shall be automatically extended for successive periods of ten (10) years each unless by a vote of the majority of the then owners of lots included within the aforesaid metes and bounds, it is agreed to change said restrictions or terminate them in whole or in part.

2. All lots included within the aforesaid metes and bounds shall be known and described as residential lots and no structure shall be erected, placed or permitted to remain on any residential building plot on the aforesaid plan, other than what is permitted by the Zoning Code of New Castle County.

3. No building shall be erected, placed or altered on any building plot in the 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 P. Gerald White, Wilmer Bouchelle, and Michael A. Poppiti, Wilmington, Delaware, or by a representative designated by said committee. In the event of death or resignation of any member of said committee, the remaining 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 representatives, 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 have 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representatives shall cease after completion and sale of the dwellings to be built on all lots in Lambeth Riding.

4. No building shall be erected or located nearer to any front lot line nor nearer to any side street line, nor nearer to any side property line of the residential building plot upon which it is erected than the set back distances or requirements shown on the first mentioned Record Major Subdivision Plan or than as required by the Zoning Code of New Castle County which distance or requirement is greater.

5. No animals shall be kept or placed upon any portion of the above described tract or upon the individual building lots whatsoever, except that the residents of any lot as conveyed may maintain thereon cats or dogs used as domestic pets provided that the aggregate number of such cats and dogs does not exceed three.

6. Without the necessity of any further reservations, all conveyances by Declarant, its successors or assigns, shall be subject to the following easements which shall be easements reserved to Declarant, its successors or assigns, for the installation and maintenance of utilities, including, but not by way of limitation, gas, electricity, fuel oil, telephone, community antenna television systems, pay or cable TV systems, water, sanitary sewer, storm sewer drainage, including appurtenant structures, accessory structures, and necessary service connections:

- (a) Easements over, under and along the rear six (6) feet of all such lots.
- (b) Easements over, under and along the side property lines of all lots conveyed for a distance of six (6) feet from each side property line.
- (c) Easements shown on the first mentioned Record Major Subdivision Plan otherwise of record.
- (d) Easements for the installation and maintenance of house connections with any such utility, wherever located on a lot, but only to the extent the owner and/or operator of such utility service shall have assumed responsibility for the maintenance of the aforesaid house connections.
- (e) Temporary rights or easements, necessary or proper to the enjoyment of the aforesaid easements, to enter upon lands adjacent to such easements with trucks and equipment, for the purpose of maintaining utilities or repairing the same as may be reasonable and appropriate to such activity.

Declarant reserves unto 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 such easements are being utilized by any public authority or public utility company for utilities, sewer lines or other utility purposes, such easements shall not be extinguished or modified without the consent of such public authority or public utility company.

7. A garage not exceeding three-car capacity may be erected on any residential building plot for the use of the owners and occupants of the plot upon which the same is erected. Any such garage shall conform in appearance with the architectural design of the dwelling on the plot upon which such garage is erected.

8. No fence, wall, hedge or mass planting shall be erected or permitted on any residential building plot in front of the main house structure, except a hedge fence not exceeding four feet (4') in height. An open iron fence, a wooden picket or a hedge fence may be erected along the side and to the rear of the main house structure, provided, the same shall not exceed four feet (4') in height, except as may be permitted by the committee designated in paragraph 3 hereof or the assignee or successor of said committee. In no event shall a fence be erected beyond the building restriction line.

9. Nothing contained herein shall be construed to prevent the erection of sample houses and signs for display and sale to prospective purchasers or to prevent the use of said sample houses

for display and for promoting the sales of other houses erected, or to be erected, on said lands.

10. If the party hereto, or any of its successors or assigns, or any one claiming under it, 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 situate within said metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent it or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any 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.

12. No commercial vehicle, house trailer, boat trailer or similar type of vehicle shall be parked or stored on any residential building plot in front of the main house structure, or between the main house structure and abutting street, in the case of a corner lot.

13. Anything herein contained to the contrary notwithstanding, Declarant hereby expressly reserves the right-at any time to change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein so long as it shall be the owner of fifty per cent (50%) or more of the lots shown upon said Plan; and thereafter the said Declarant, with sufficient of the owners to constitute with the Declarant, fifty per cent (50%) or more of the lots in said tract, may likewise change or modify any of the restrictions, covenants, agreements or provisions contained herein.

14. All easements, rights-of-ways, restrictions, limitations and conditions set forth upon the first mentioned Record Major Sub-division Plan are incorporated herein and imposed by reference thereto.

15. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or affect any lands not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise; and no owner of any lot or lots included within the aforesaid metes and bounds shall have any rights or easements whether in law, equity or otherwise in and to any lands not included within the aforesaid metes and bounds, any law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, the said GILPIN, VAN TRUMP AND MONTGOMERY, INCORPORATED, a corporation of the State of Delaware, has caused its name by WILMER BOUCHELLE, its Senior Vice President, to be hereunto set, and the common and corporate seal of 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:

GILPIN, VAN TRUMP AND MONTGOMERY,
INCORPORATED:

BY:

Wilmer Bouchelle
Senior Vice President
H. I. Q. 17

Michael A. [Signature]

STATE OF DELAWARE)
 : SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, That on this first day of May, A. D. 1975, personally came before me, the Subscriber, a Notary Public for the State of Delaware, WILMER BOUCHELLE, Senior Vice President of GILPIN, VAN TRUMP AND MONTGOMERY, INCORPORATED, a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the Senior Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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



Notary Public

