

101599

BK2327P30236

07 SEP 12 P 4: 07 B

RIVER WALK SUBDIVISION
MICROFILM NO: 13261

NCC Tax Parcel No: 09-041.00-002

Prepared by: Samuel J. Frabizzio, Esquire
1200 Pennsylvania Avenue, #301
Wilmington, DE 19806

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made as of this 11th day of September, 1997, by RIVER WALK, INC., a Delaware corporation, hereinafter referred to as "Declarant"

WHEREAS, Declarant is the owner of the land in the subdivision of River Walk situate in White Clay Creek Hundred, New Castle County, State of Delaware, as shown on the Record Major Subdivision Plan for River Walk as prepared by KCI Technologies, Inc, dated November 4, 1996 as said Plan was recorded on July 24, 1997 in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, in Microfilm No 13261, and

WHEREAS, the Declarant is the owner of said parcel of land and is desirous of imposing upon said land the hereinafter stated covenants, agreements, conditions, reservations and restrictions as stated by the Declarant

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The Declarant herein hereby covenants and declares that the said Development known as River Walk shall be held,

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

1 These covenants, agreements and restrictions are to run with the land and shall be binding upon the Declarant, its successors and assigns, and all persons claiming under them, until January 1, 2007, at which time said covenants, agreements and restrictions shall be automatically extended for successive periods of ten (10) years each, unless the then owners and first mortgagees of more than 75% of the said lots change restrictions, or terminate them in whole or in part, by appropriate instruments duly executed and recorded

2 The architectural design of any house erected within said development shall not be changed without receiving written approval from the Declarant, its successors or assigns

5/20/34

BK 2327 PG 0237

Architectural design shall be interpreted to mean all exterior elements, including but not limited to, entrance doors, garage doors, exterior trim, roofing, siding, paint colors and fencing.

After construction of the original structure on any lot within this subdivision, no detached structure or addition to the principal structure shall be placed or erected without consent of the Declarant, its successors or assigns, with the exception that storage sheds may be placed in the rear yard; such sheds having a maximum size of 150 square feet and a height not to exceed nine (9) feet to roof top. All sheds shall be constructed of durable materials with all sides fully enclosed with colors similar to those used on the house.

3 All storm windows and storm doors placed on the building within the aforesaid development shall have a color similar to the color of the windows installed by the Declarant.

4 There shall be no television antenna, satellite dish or any other type of radio or video reception device placed on the exterior of the dwelling or any other part of the property unless specifically approved, in writing, by the Declarant, its successors or assigns. No sports equipment shall be placed on the structure or in the front yard of any property.

5 No fence shall be erected which has a height in excess of five (5) feet. Fences may be constructed along the rear and side yard only and such side yard fence commencing from the rear shall not extend past the rear corner of the house. No fence shall be constructed other than black vinyl coated cyclone type fencing, without slats, or 1" x 4" natural cedar designed for fencing, without the written approval of the Declarant.

6 No trade, business, commerce, industry or occupation shall be conducted on any residential building lot or in any building erected thereon except those allowed by New Castle County.

7 No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on the above described 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.

8 No boats, trailers, house trailers, campers, commercial vehicles, trailered or untrailered vehicle used for racing or recreational purposes shall be parked or stored for a period of time exceeding one (1) calendar week per calendar month in the area between the front of the house and the curb. In case of corner lots, this restriction shall also apply to the side of the house facing the adjoining street. The Declarant has the right to remove any of the above in violation of this section with twenty-four (24) hours' notice and at the expense of the property owner.

9 No animals, livestock or poultry shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept, provided they are not kept, bred or maintained for commercial purposes. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10 Without the necessity of any further reservation, all conveyances by Declarant, its successors or assigns, of lots on the aforesaid Plan shall be subject to the following easements which shall be easements hereby expressly reserved to Declarant, its successors or assigns, for the installation, use and maintenance of utilities and mail facilities, including, but not by way of limitation, gas, electricity, fuel oil, telephone, community antenna or cable television systems, pay TV systems, Direct TV or other communication facilities, water, sewer, drainage, including appurtenant structures, accessory structures and necessary service connections

- a Easements shown on the aforesaid Plan or otherwise of record.
- b Easements under, along and across the area shown on the aforesaid recorded plat as intended to be dedicated for road purposes.
- c 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.
- d 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 or repairing any installations as may be reasonable and appropriate to such activity.

No owner of any property shown on the aforesaid Plan, nor any member of the public generally, shall have vested property interest or right, whether in law, equity or otherwise, in or to any of the easements reserved in the paragraph, and the Declarant reserves to himself, his successors or assigns (of any such easement), the right to modify, extinguish or vacate all or any of said easements, provided, however, in the event any such easement is being utilized by any public authority or public utility company for utilities, sewer lines or drainage purposes, such easement shall not be modified or extinguished without the consent of such public authority or public utility company.

BK2327PG0239

11 No hedge or similar mass plantings shall be erected or permitted except to the rear and side of the main house structure

12 If Declarant, its successors or assigns, or persons claiming under them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant or other person or persons owning any of the above identified lots on the aforesaid Plan to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and recover damages or other dues for such violation

13 Invalidation of any of these covenants, or any part thereof, by judgment or Court order, shall in no wise affect any of the other provisions which shall remain in full force and effect

14 These restrictions shall not prohibit the construction and maintenance on the land on the aforesaid Plan of sample houses, signage, construction and sales offices, storage and parking facilities and other necessary operations conducted thereon by a Developer in connection with the business of construction and selling or renting dwelling units on said lands

15 In the event any dwelling or other permitted structure erected on any residential building lot is so placed that it violates a front, side or rear yard setback restriction as provided herein and such violation also constitutes a violation of any then applicable zoning law or regulation, the grant of a variance with respect to the zoning violations shall automatically constitute a variance and modification of these restrictions with respect to such violation

16 Anything herein contained to the contrary notwithstanding the Declarant hereby expressly reserves the right at any time to change or modify any of the restrictions, conditions, covenants, agreements or provisions of the lots shown upon said Plan

17 Declarant reserves unto themselves the right to modify, change or amend the Record Plan of River Walk. By accepting a Deed, each lot owner shall be deemed to have appointed Declarant as their attorney-in-fact for the sole and limited purpose of modifying the Record Major Subdivision Plan for River Walk and Declarant shall be authorized to sign such modified Plan on behalf of each and every lot owner

18 Failure by Declarant or any land owner to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the rights to do so thereafter as to the same breach or as to the one occurring prior or subsequently thereto

BK2327FG0240

19 Any or all of the rights, powers, titles and estate reserved or given to the Declarant in this Declaration may be assigned to any one or more individuals, public government bodies, corporation or associates that will agree to assume said rights, powers, duties and obligations and carry out and perform the same Any such assignment or transfer shall be made by appropriate instrument in writing to which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and power; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given and assumed by the said Declarant, the said Declarant thereupon being released therefrom

IN WITNESS WHEREOF, the said Declarant has hereunto executed this Declaration the day and year first above written

Signed and Delivered
in the Presence of:

Maureen J. Voss
Witness

RIVER WALK, INC.,
a Delaware corporation

By [Signature] (SEAL)
Frank J. Capano, Jr., President

Attest [Signature] (SEAL)
Michael M. Capano, Secretary

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

BE IT REMEMBERED, That on this 11th day of September, in the year of our LORD, one thousand nine hundred and ninety-seven personally came before me, the Subscriber, Frank J. Capano, Jr., President of River Walk, Inc., a corporation of the State of Delaware, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of said corporation, that the signature of the President 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 Declaration 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

Samuel J. Frabizic
Samuel J. Frabizic, Esquire
Attorney-at-Law

rx-dec rst
(08/05/97)