

DECLARATION OF RESTRICTIONS  
FRENCHTOWN WOODS

THIS DECLARATION, made this 12th day of January, 1990, by EUGENE M. JULIAN and JOSEPH R. JULIAN, Trustees, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain real property situated in Pender Hundred, New Castle County and State of Delaware, as shown on a Record Resubdivision Plan entitled Frenchtown Woods as such Plan is of record in the Office for the Recording of Deeds, in and for New Castle County, in Microfilm No. 9990, recorded on August 31, 1989, and

WHEREAS, the Declarant, in connection with the development of Frenchtown Woods, desires to make known and declare the conditions, agreements, covenants, easements, reservations, and restrictions which shall be applicable to and bind said premises;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declarant herein, does hereby covenant and declare that it shall hold and stand seized of said tract of land shown on said Plan, known as Frenchtown Woods.

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

1. The numbered lots on said Plan shall be known and described as "residential building lots" and shall be used for private residential purposes only, except as herein provided, and no building of any kind shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences. Any appurtenant utility or recreational structure such as swimming pools, toolhouses, storage buildings, greenhouses, barbecue pits, tennis courts, and the like shall not be deemed violations of this covenant.
2. Each private dwelling house shall be occupied and used by its respective owner only as a private dwelling for the owner, his family, tenants and house guests and not for transient or hotel purposes which is defined as rental for any period less than thirty (30) days or any rental where the occupants of the dwelling are provided customary hotel services.
3. No building, fence, wall, satellite dish, or other structure shall be commenced, erected or maintained, nor shall any additions to or change or alteration therein be made, until plans and specifications, plot plan and grading plan, or satisfactory information shall have been submitted to and approved in writing by said Declarant, its successors or assigns, which shall have the right to refuse to approve any such plans or specifications which in its opinion are not suitable or desirable; and in so passing upon such plans and specifications the said Declarant, its successors or assigns, may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring properties.
4. No trade, business, commerce, industry or occupation shall be conducted on any residential building lot or in any building erected thereon except where the professional office or studio of a physician, surgeon, dentist, lawyer, architect, engineer, musician, artist, teacher, real estate broker, registered nurse, or other similar professional person, who resides in a dwelling unit on the premises and incidental to such residence maintains his professional office in said structure.
5. No animals, livestock or poultry 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 commercial purposes. Each lot owner, by acceptance of a deed, covenants and agrees that he shall not place any fans, air conditioning units or other devices in any exterior window, nor permit any wires or antennas to be installed for television,

radio or otherwise along or on any exterior of a structure or wall. No noxious or offensive trade or activity shall be carried on upon any residential lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.

The unawtightly or dangerous placement on any residential lot of travel trailers, mobile homes, motor homes, boats, vans and trucks shall be deemed a nuisance hereunder, except for temporary placement of the same for the purpose of loading or unloading.

6. Without the necessity of any future reservation, each residential building lot shall be subject to a perpetual easement for encroachment which now or hereafter may exist and may be reconstructed with the same easement for encroachments which previously existed, by reason of as build variations or of the settlement or movement, or destruction and reconstruction of any part of any adjoining residential building lot (including further encroachments as a result of such settlement, movement or reconstruction), or errors in dimensions or proportions shown on the Plan. Such encroachments may remain undisturbed and the easement therefor shall exist so long as the encroachment exists, but no longer.

7. Any dwelling house or dwelling unit erected on any residential building lot shall be connected with a sanitary sewer system approved by the County of New Castle.

8. No building or structure (i.e. swimming pool, tennis court) or addition shall hereafter be rented, altered or placed on any Lot unless the Plans have been approved by the Architectural Committee. Any Lot Owner desiring approval of plans for construction or alteration of a building or structure of addition shall submit two (2) set of plans showing all four (4) elevations together with a description of the exterior materials and their color. Owner must also submit a site plan showing location of building or structure or addition on said Lot. The Architectural Committee shall rule on said plans within thirty (30) days of receipt of same.

Each Owner who intends to construct any dwelling or structure on his Lot shall prepare a grading plan therefore in conformance with all applicable soil and erosion control laws, ordinances, and standards. Said Plan shall be filed with the Architectural Committee. Owner shall be solely responsible for the implementation of same, and shall implement said plan. All plans for construction of homes shall be prepared and stamped by a registered architect. Said plans shall maintain style integrity in harmony with other structures in Frenchtown Woods. In passing upon such plans and specifications the Committee may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be build, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the buildings or toher structures as planned on the outlook from the adjacent or neighboring properties.

No construction upon the Lot is to begin until the Architectural Committee issues written approval of all plans which are required to be submitted to the Committee by this Declaration.

The "Architectural Committee" shall mean and refer to the person or persons designated by Declarant, its successors or assigns, to review site, improvement, and building plans, etc.

9. Nothing herein contained shall impose upon Declarant, its successors or assigns, any liability for property damage or personal injury occurring to any person, firm or corporation by reason of the use of the streets as shown and laid out on said Plan or by reason of the use of the easements as shown on said Plan or herein reserved and all persons, firms or corporations using such streets and easements shall do so at their own risk and without liability on the part of the Declarant, its successors or assigns.

10. If Declarant, its successors or assigns, or persons claiming under them, shall violate or attempt to violate 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.

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

12. The foregoing covenants, agreements, conditions, easements, reservations, and restrictions shall apply to and bind only the numbered lots on said Plan, and in no event shall the same be construed to apply to or in any manner bind or affect any other lands of the Declarant; whether such lands are contiguous thereto or otherwise; and no owner of any such lot or lots shall have any rights or easements whether in law, equity or otherwise in and to any other lands of the Declarant, any law, custom or usage to the contrary notwithstanding.

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

14. Anything herein contained to the contrary notwithstanding, the said 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 percent (50%) or more of the lots shown on said Plan; and thereafter the said Declarant with sufficient of the owners to constitute with the Declarant fifty percent (50%) or more of the lots in said tract, may likewise change or modify any of the restrictions, covenants, agreements, or provisions contained herein.

15. Violation of any restrictions or conditions or breach of any covenant or agreement herein contained shall give the Declarant, in addition to all other remedies, the right to enter upon the land as to which such violation or breach exists and summarily to abate and remove, at the expense of the owner thereof, any structure, thing or condition that may be or exist thereon, contrary to the intent and meaning of the provisions hereof; and the said Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

16. 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.

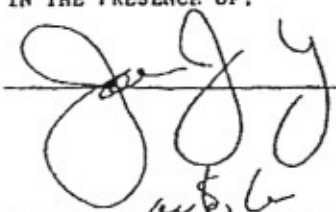
17. Any or all of the rights and powers, titles and estate reserved or given to the Declarant in this Deed may be assigned to any one or more individuals, public governmental bodies, corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing to which the assignee or transferee shall 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.

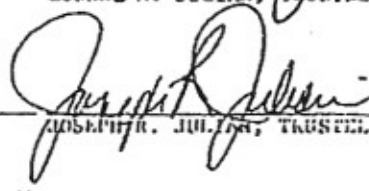
18. Any lot, or lots, or combinations thereof, shown upon the said Plan may be utilized, at the discretion of Declarant, for the construction or improvement thereof with recreational facilities.

19. Declarant reserves the right to construct and maintain signs advertising dwelling units for the sale or rent in the area so long as the area shown on the Plan shall be the subject of further development and sale or rental which sign shall not otherwise violate the law or regulations of the State of Delaware or the County of New Castle or the appropriate agencies thereof.

IN WITNESS WHEREOF, the said EUGENE H. JULIAN and JOSEPH R. JULIAN, TRUSTEES, Have hereunto set their hands and seals, on the day, month, and year first above written.

SEALED AND DELIVERED  
IN THE PRESENCE OF:

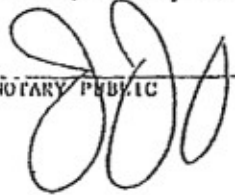
  
 \_\_\_\_\_ (SEAL)  
 EUGENE M. JULIAN, TRUSTEE

  
 \_\_\_\_\_ (SEAL)  
 JOSEPH R. JULIAN, TRUSTEE

STATE OF DELAWARE )  
                          ) SS.  
NEW CASTLE COUNTY )

BE IT REMEMBERED, that on this 12th day of January, A.D., 1990,  
personally appeared before me, the Subscriber a Notary Public, in and for  
State and County-aforesaid, EUGENE M. JULIAN and JOSEPH R. JULIAN,  
TRUSTEES, known to me to be such, parties to this Instrument, and acknow-  
ledged that their act of signing this Instrument, was their act and Deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, the day and year aforesaid.

  
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 NOTARY PUBLIC