

LYNNFIELD Deed Restrictions  
Revisions draft 4-29-06

Set out in a certain Declaration of Marsh Road Homes, Inc., a corporation of the State of Delaware dated October 7, 1952 and recorded in the office for the Recording of Deeds, in and for New Castle County, Delaware, in Deed Record R, Volume 52, Page 190.

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 Lynnfield and shall be binding upon Marsh Road Homes, Inc., a corporation of the State of Delaware, its successors and assigns, and only upon all of the lands included within the said Plan of Lynnfield, which said covenants, agreements, conditions, easements, reservations, and restrictions are hereby imposed for the equal benefit of owners 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 Lynnfield:

1. No structures shall be erected upon any of the land area shown on the aforesaid Plan other than single family detached dwellings, for residential use only, not to exceed two and one-half stories in height with attached or detached garages or car ports for not more than two cars. With respect to the area designated on said Plan as "Reserved for Public Uses", Marsh Road Homes, Inc., reserves the right 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 public purposes including by way of illustration but not by way of limitation, churches, schools, (public and private) libraries, museums, fire houses, civic centers, playgrounds, community halls, and including parsonages, custodians quarters, and managers' or superintendents' housing in conjunction with any such public use; the right is also reserved to Marsh Road Homes, Inc., to install and maintain facilities for utilities, drainage or sanitary sewer purposes over, under, and along said areas Designated "Reserved for Public Uses".
2. 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 group elevation by a committee composed of William J. Medgebow, Leon Meltzer, and Leon Weiner, 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, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, 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, 1957, 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.

\* On May 21, 1956, a petition, signed by a majority of Lynnfield residents, was filed naming the Lynnfield Civic Association Board as the Restrictions Committee to succeed the original committee.

3. No building shall be erected on any lot, portion thereof, or combination thereof, shown on aforesaid plan, nearer to the front line lot, nor nearer to the side street line than the building setback lines shown on the aforesaid Plan. In any event, no building shall be located on any residential building lot nearer than twenty-five (25) feet to the front line, nor 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. Notwithstanding the foregoing, no dwelling shall be erected nearer than forty (40) feet to the front lot line of all lots fronting on Marsh Road, as shown on said plan.

No building shall be located nearer than eight (8) feet to an interior lot line except that no side yard shall be required for a garage or other permitted necessary building located sixty-five (65) feet or more from the front lot line. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line except in the cases of corner lots which shall be deemed to have no rear lot lines and the dwellings located thereon shall be subject to the aforesaid eight (8) feet restriction applicable to interior lot lines. For the purpose of this covenant eaves, steps and open porches shall not be considered as a part of the building. Notwithstanding the restrictions on rear or side lot areas, a detached one or two-car garage may be erected on any building lot at least sixty-five (65) feet or more than the front lot line up to the rear lot line, provided the

same shall not encroach on easements reserved and shown on the aforesaid Plan and no side yard shall be required for such garage. **Driveway extensions shall be of solid surface material and meet the approval of the committee and local codes.**

4. No dwelling shall be erected or placed on any residential building lot which lot has an area of less than seven thousand (7,000) square feet or a width of less than sixty-five (65) feet at the front setback line.
5. 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 six hundred (600) square feet in the case of two or two and one-half story structure. No dwelling shall be erected on any residential lot, which may cost less than **One Hundred and Twenty Five Thousand Dollars (\$125,000.00)**, and shall conform to the harmony and exterior design of existing structures, with approval by the committee.
6. 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. (Delete italicized)* Replace with; **permitted by local code and is no way considered noxious or offensive.**
7. 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.
8. No fence shall be erected or permitted on any residential building lot, except to the rear of the main house structure. If a lot 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 must meet the approval of the Committee.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall 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.
10. 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 boat, trailer, camper or recreational**

on amount  
adjusted for  
inflation

**vehicle shall be stored, unless it can fit on and under carport and have three quarters view blocked on three sides. No excessive storage of items shall be permitted to be stored on carport or porches unless it is enclosed. No inoperable or unregistered vehicles shall be permitted on street or on property.**

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.

11. 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.
12. Easements are hereby reserved to Marsh Road Homes, Inc., its successors and assigns, for the installation and maintenance of utilities over, under or along the rear ten (10) feet of all lands abutting the boundary lines of Lynnfield, or abutting the areas designated on said Plan as "Reserved for Public Uses", 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 the Plan; like utility easements are reserved over, under and along three (3) feet of each and every side lot line. All lots to be conveyed by Marsh Road Homes, Inc., shall be subject to any easements, licenses or other interests in land theretofore granted, conveyed or created by said Company to the Delaware Power & Light Company and the Diamond State Telephone Company, their successors and assigns. The easements herein reserved, or which may hereafter be created by Marsh Road Homes, Inc. by conveyance to the aforementioned companies, may be released in whole or in part by an instrument in writing duly recorded and executed by Marsh Road Homes, Inc., Delaware Power & Light Company and The Diamond State Telephone Company, their successors or assigns.
13. Easements shown on the aforesaid recorded Plan of Lynnfield for sanitary sewage and storm drainage and/or easements shown on said Plan for any other purposes, are hereby reserved and all conveyances of Marsh Road Homes, Inc., its successors and assigns, shall without the necessity of any further reservation, be subject to the easements shown on the aforesaid Plan, or otherwise shown of record.
14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street lines and a line connecting them at points twenty-five (25) 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. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.
16. Purchasers of any lot or lots on the Plan of Lynnfield across whose lot or lots a drainage right of way or sewer right of way may pass, as shown on the aforesaid Plan, shall at all times maintain and occupy their lots so as to not interfere with the proper maintenance of said right 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 said easements and abutting land to the extent necessary for the purpose of properly maintaining the same.
17. The purchasers of any lots through which, or abutting which, a stream may flow, shall be responsible, each to the other and to any appropriate public authority, for the maintenance of the bed of said stream and in the same location of said stream bed as of the time a lot shall initially be conveyed by Marsh Road Homes, Inc. to each purchaser. Said stream shall be maintained without obstructions and no refuse or foreign matter shall be deposited or cast therein, no shall the course of such stream be changed or altered by lot owners. In addition to any and all remedies which lot owners may have at law or in equity, each against the other for failure to abide by this covenant, each and every lot owner shall purchase a lot through which the stream shall pass does hereby covenant and agree for himself, his heirs and assigns, that if he shall fail to maintain said stream and if the State Highway Department of the State of Delaware shall enter upon the banks of said stream it being hereby understood that said Department shall have the right to do so and shall clear the same for the purpose of maintaining proper drainage, then each lot owner shall be responsible for and shall pay to the said State Highway Department the reasonable costs incurred by said Department as may be allocated by it to the various abutting property owners, in the exercise of reasonable discretion by said Department.
18. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall be binding upon Marsh Road Homes, Inc., its successors and assigns, and all persons claiming under them, until June 30, 1977, 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, 1977, or within one (1) year prior to the expiration of any successive then (10) year extension, the majority of the then owners of lots included within the aforesaid Plan, by a proper instrument in 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.

19. If Marsh Road Homes, Inc., its successors or assigns, 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 Lynnfield 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 doing so or to recover damages or other dues for such violations.
20. Invalidation of any one of these covenants, conditions, reservations, restrictions, easements or agreements herein contained shall in no way affect any of the other provisions, which shall remain in full force and effect.
21. Any dwelling house erected upon the Plan of Lynnfield shall be connected with a sanitary sewer system.
22. The foregoing covenants, conditions, reservations, restrictions, easements and agreements shall apply to and bind only the land owned by Marsh Road Homes, Inc., **its successors or assigns** shown on the aforesaid Plan of Lynnfield and in no event shall the same be construed to apply to or in any manner bind or effect any lands of Marsh Road Homes, Inc., **its successors or assigns** not shown on the aforesaid Plan.