

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this day of
1988, by Stenning Woods Associates, a Delaware Partnership,

W I T N E S S E T H:

WHEREAS, Stenning Woods Associates, by Deed recorded in the Office of the Recorder of Deeds, &c., in and for New Castle County and State of Delaware, on in Deed Record Volume Page &c., is seized of all that certain tract or parcel of land situate in Mill Creek Hundred, New Castle County and State of Delaware, and known as Stenning Woods as shown on a plot thereof showing the number, size, location and description of the lots therein and recorded in the Office of the Recorder of Deed, &c., aforesaid, in Recorders Microfilm No.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That for and in consideration of the premises, Stenning Woods Associates does hereby covenant and declare that hence forth it stands seized of the hereinbefore mentioned and described premises under and subject to the following limitations, reservations, restrictions and conditions, which shall be covenants running with and binding upon the land:

ARTICLE I - DEFINITIONS

The following words and terms when used in this Declaration shall have the following meanings:

1. "Declaration" shall mean and refer to this Restrictive Covenant Agreement for Stenning Woods.
2. "Declarant" shall mean and refer to Stenning Woods Associates.
3. "Successor Declarant" shall mean each entity to which Declarant shall have specifically, by writing, assigned or conveyed any or all of Declarant's right, interests or obligations as Declarant hereunder.
4. "Plan of Development" shall mean and refer to the Record Major Land Development Plan of Stenning Woods, as same appears of record as hereinabove recited, and any and all amendments, additions, revisions or deletions to or from said plan.
5. "Stenning Woods" shall mean and refer to the residential community to be constructed pursuant to the Plan of Development.
6. "Lot" shall mean and refer to all lots in Stenning Woods as shown on the Plan of Development.
7. "Open Space" shall mean and refer to the certain parcels, being portions of the Property, and being the open space shown on the Plan of Development.
8. "Owner" shall mean and refer to the legal holder of record of a Lot in Stenning Woods. If a Lot is owned by joint tenants, co-tenants, or tenants by the entireties, the joint tenants, co-tenants, or tenants by the entireties shall collectively comprise a single Owner unless or until such mortgage or lienholder has acquired fee title to the Lot.
9. "Architectural Committee" shall mean and refer to the person or persons designated by Declarant to review site, improvement and building plans, etc.

ARTICLE I - RESTRICTIONS

1. Use and Structures. No more than one single family dwelling and one associated service building customarily considered to be accessory to a dwelling unit shall be erected or maintained on any Lot.

Each lot shall be used for residential, single family purposes only, and shall not be further subdivided into two or more lots.

All buildings erected on any Lot shall be set back from a contiguous right-of-way or adjacent parcel to conform with the applicable zoning regulations of the County and the Plan of Development as approved.

2. Architectural Restrictions. No building or structure (i.e. swimming pool, tennis court) or addition shall hereafter be erected, 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) sets 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 Stenning 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 built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the buildings or other 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 minimum allowable roof pitch shall be 7-12 unless otherwise approved by the Architectural Committee.

The exterior colors shall be within the group of colors known as earth tones. No all white or bright exterior colors will be permitted unless approved by the Architectural Committee.

The exterior of any dwelling being constructed on any Lot shall be completed within twelve (12) months from the time of the first excavation or grading.

All roofing materials shall be of architectural quality and be a Bird 325 type shingle or equal.

All chimneys shall be constructed of brick, stone or stucco masonry.

Every accessory building or structure shall be attached to the rear of a dwelling. The Architectural Committee shall determine which are the front, side, and rear lines of a Lot, and its decision shall be binding upon the Lot Owner.

No outside TV, satellite dish, or CB aerials or antennas and no overhead electrical lines or wires of any kind shall be erected or maintained upon any Lot or structure thereon except with the written consent of the Architectural Committee.

No artificial masonry or T-111 type wooden siding shall be permitted on the exterior of any dwelling.

No fence or structural artifact or planting that acts as a barrier exceeding four feet in height, shall be erected, planted, placed or maintained on any Lot, except with the written approval of the Architectural Committee. Split rail fence with wire mesh will be the only type of fencing which may be approved.

No use of any Lot which creates a nuisance or which is dangerous or offensive to the neighborhood is permitted. No structure upon a Lot shall be used for manufacturing, business, trade, sales activities or any use other than residential use, except home occupations as may be permitted under the New Castle County Zoning Code. The Architectural Committee shall determine whether a use is violative of the above provisions, and the decision of the Committee shall be binding upon the Lot Owners.

3. Signs. No advertising, signs or notices, except small signs identifying the owner of a Lot, shall be erected or displayed, except with the written consent of the Architectural Committee.

4. Temporary Residences, Vehicle Parking. No trailer, camper, tent, out-building or structure of temporary nature shall be used at any time as a residence on any Lot. No trailer (whether occupied or not), camper, boat, truck, commercial or unused vehicle shall be parked on any Lot.

5. Animals. No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected, maintained or used upon any Lot, and no horses, ponies or livestock shall be housed or maintained on any Lot. Dogs, cats or other domesticated household pets may be kept, provided (1) that they are not kept, bred or maintained for any commercial purpose, and (2) any outside housing for any such animals or pets must be approved by the Architectural Committee.

6. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot, except in a closed receptacle which shall be placed outside the dwelling only for collection on regular collection dates in accordance with the regulations of the collecting agency.

7. Lawn Mowing. The Owner of each Lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said Lot in accordance with the grass and weed Control Ordinance of New Castle County or mow said Lot at least once each month between April 15th and November 15th of each year, whichever is more frequent.

Declarant reserves to itself, its Successors and Assigns, the right to enter peaceably any Lot whose Owner has not complied with this covenant, for the purpose of mowing same, at the expense of the Owner.

8. Reserve Easement for Declarant. Declarant reserves for itself, its Successors and Assigns, the full, free liberty and right at all times hereafter to have and use a right-of-way ten (10) feet wide along the rear and side lines of each Lot for public and private utility purposes, including the rights to install and maintain the same from time to time. Declarant reserves the right to assign any or all of the easements, rights and privileges reserved to any public authority or to any corporation having power to acquire the same.

9. The Owner of each Lot shall be solely responsible for grading, seeding and maintaining the area between the "curb lines, and the property line of the Lot.

10. Street Dedication. Declarant reserves for itself, its successors and assigns, the right to dedicate the bed of any road or street shown on the Plan of Development to the public authority then having jurisdiction over same without the joinder of any Owner of such Lot (or Lots).

11. Yards. No statues, sculptures, painted trees, bird baths, replicas of animals or other like objects may be affixed to or placed on any Lot or building, where they would be visible from any street, without prior written approval of the Architectural Committee.

12. Water Supply. No wells shall be permitted on any Lot for any purpose.

13. The Declarant makes no warranty or representation that the necessary permits and approvals can be secured and obtained from the appropriate authorities and/or agencies to erect any structure at Stenning Woods.

14. Nothing herein 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 the Plan of Development or by reason of the use of easements, reserved herein. 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.

15. With respect to any Lot or Lots on the Plan of Development which have not theretofore been improved with a dwelling house(s), the Declarant reserves the right to itself, its successors and assigns, to make application at any time under the New Castle County Subdivisions and Land Development Regulations to replan any such Lot or Lots, within the same residential zoning classification, without the consent of any Lot Owners. Said "re-planned" Lots shall not, however, contain less square footage than the Lots appearing on the originally approved Plan of Development.

16. The restrictive covenants contained herein shall be enforceable at law or in equity by Declarant, its successors, assigns or any party claiming under Declarant, including any Lot Owner; Declarant hereby expressly reserves the right to assign the power to enforce these restrictive covenants to any incorporated or unincorporated association of Lot Owners by appropriate instrument in writing, filed of record in the Office of the Recorder of Deeds aforesaid.

17. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

18. Right of Revisions. Declarant hereby expressly reserves the right at anytime to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein until the conveyance of the first individual Lot from Stenning Woods Associates to a purchaser thereof. At the time of conveyance of this first individual Lot, this right of revision shall cease and determine, unless a proposed annulment, waiver, change or modification proposed by Stenning Woods Associates is joined into by each and every individual Lot Owner. Notwithstanding the foregoing, Declarant shall have the right to assign its powers herein reserved, including, but not limited to, the right to approve plans; consent to signs, etc.; determine which are front, side, or rear lines; enter upon reserved strips; and any other rights it may have as Declarant hereof, to any corporation or association consisting of owners of building lots as shown on the said plot, which assignment shall be entirely at the election of this Declarant.

IN WITNESS WHEREOF, the said Stenning Woods Associates has caused this Declaration to be executed by a managing partner, the day and year first above written.

Sealed and Delivered
in the Presence of:

STENNING WOODS ASSOCIATES

BY: EUGENE M. JULIAN General Partner

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this day of
1988, personally came before me, the Subscriber, a Notary Public
for the State of Delaware, Eugene M. Julian, General Partner of
Stenning Woods Associates, a partnership existing under the laws
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 the said Partership, and that
his signature is respectively in his own proper handwriting.

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

NOTARY PUBLIC