

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 28th day of December 1987, by GLASGOW PINES CONSTRUCTION COMPANY, a Delaware Corporation, hereinafter called the “Declarant.”

WITNESSETH:

WHEREAS, Delcarant is the owner of all those certain lands situate in White Clay Creek Hundred, New Castle County, State of Delaware, being Lots 101 through 157 as shown on Record Major Land Development Plan for Summer Hill, Phase II, by Karins and Associates, Inc. of record in the office of the Recorder of Deeds in and for New Castle County, State of Delaware, at Microfilm No. 8878 (the “Property”); and

WHEREAS, Declarant desires to create thereon a residential community for the benefit of said community; and

WHEREAS, Delcarant desires to provide for the orderly preservation of property values for the individual dwelling lots and individual dwelling units in said community and, to that end, desires to subject the real property described above to the covenants and restrictions, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: That the Declarant does hereby covenant and declare that it shall hold and stand seized of the Property and subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns:

ARTICLE 1

GENERAL USE RESTICTIONS

Section 1. Private Residences. Each lot in the Property shall be used for private residential purposes only and no buildings of any kind except private dwelling units shall be erected or maintained thereon.

Section 2. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any lot.

Section 3. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any lot.

Section 4. Vegetable Gardens. No vegetable gardens shall be kept or maintained in side or front yard areas.

Section 5. Television and Radio Antennas. No permanent or temporary television or radio receiving or transmitting antenna shall be installed, constructed, placed or maintained on any lot, except that same may be installed, constructed, placed and/or maintained if it is attached to the dwelling house on such lot, provided that it shall not exceed in height the peak of the roof of said dwelling house by more than ten (10) feet. No satellite dishes shall be placed or maintain on any lot.

Section 6. Trash Receptacles. Trash receptacles shall be kept in enclosed areas, hidden from view, excepting on regular collection days, when they may be placed temporarily at the curb.

Section 7. Prohibited vehicles. No trucks, buses, travel trailers, boat trailers, boats, utility trailers, campers or disabled vehicles of any description shall be kept or maintained on any street, lot or driveway, except that any of the same may be kept within enclosed garages and, except that pick-up trucks up to and including $\frac{3}{4}$ ton and enclosed vans up to 10,000 lbs. G.V.W. are permitted, provided that they do not exceed a height of seven feet.

Section 8. Fences. No fence shall be erected on any lot closer to the front street line than the rear face of the dwelling on said lot. No fences shall be a height more than four (4) feet and all such fences shall be constructed only of wood except that fences enclosing in-ground swimming pools may vary from these Restrictions to the extent, and only to the extent, required by law, ordinance or regulation.

Section 9. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any lot within the premises described, except that a single real estate "For Sale" sign may be so placed and maintained on a lot which is for sale.

Section 10. Swimming Pools. No above-ground pool shall be constructed or maintained on any lot. In-ground swimming pools may be constructed and maintained thereon.

ARTICLE II
CHANGES IN THE DECLARATION

These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots then comprising the Property, which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the owner of any of said lots shall have the absolute right to amend this Declaration from time to time without the joiner of any other owners by executing and recording an amendment in the Office aforesaid, if such amendment is:

- (a) required by Federal, State, County or local law, ordinance, rule or regulation;
or
- (b) required by any mortgage of improved lots and dwelling houses in the premises; or
- (c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or
- (d) required by the Federal Housing Administration, Department of Housing and Urban development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the premises; or
- (e) made in order to have this Declaration comport with changes made to the Record Plan for the Property under Article III hereof.

ARTICLE III
CHANGES IN THE RECORD PLAN

Declarant reserves the right to amend from time to time the Record Plan of the Property, without the further consent of joiner of the owners of any lots, provided that such amendment does not:

- (a) increase the number of lots in the Property by more than 10%;
- (b) decrease the total amount of open space in the Property by more than 10%; or
- (c) change the alignment of any street in the Property at any point where any lots not owned by Declarant abut any such street.

By acceptance and recording of a deed in the Property, the grantee for himself and his successors in title shall be deemed to have given the Declarant his power of attorney for the purpose of executing any such amendments to the Record Plan as owner, provided such amendments comply with the terms of this Article. The term "Record Plan" includes all present and future major and minor subdivision plans, resubdivision plans, land development plans and other plans for which review and/or approvals are required by the laws, ordinances, rules and regulations of New Castle County, its departments and agencies.

ARTICLE IV ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. Action of enforcement may be brought by the Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration. Declarant reserves the right to assign its power to modify or enforce these covenants and restrictions by an appropriate instrument in writing, recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware.

ARTICLE V
SEVERABILITY

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

ARTICLE VI
INTERPRETATION

This Declaration shall bind all lots in the Property owned by Declarant as of the date on which this Declaration is recorded and all other lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or its successors in title to vacant lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, or generally carrying on its business as to the development of the Property.

IN WITNESS WHEREOF, the said Glasgow Pines Construction Company, hath caused its name by Louis J. Capano, Jr. its President, to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Assistant Secretary, the day and year first above written.

Original copy recorded in the office of the Recorder or Deeds in and for New Castle County Book number 644 page number 81.