

Tax Parcel #3-30-11.00-6.07

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26 The Green

Dover, Delaware 19901

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made and entered into this 21st day of July, A.D. 1995, by TIMOTHY S. JOHNSON (hereinafter referred to as "the Declarant").

WHEREAS, the Declarant is the legal owner in fee simple of all that certain piece, parcel and tract of land, lying and being situate in Cedar Creek Hundred, Sussex County and the State of Delaware, fronting on the southerly right-of-way line of State Route #1 and the northwesterly right-of-way line of County Road #206, being more particularly described in a certain Deed of record dated August 2, 1993, and recorded on August 6, 1993, in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Deed Record Book 1928, Page 70 et. seq.; and

WHEREAS, the Declarant desires to amend certain restrictive covenants which are already declared and set forth in the aforesaid Deed, and to declare and set forth certain additional restrictive covenants, all of which shall be binding upon Lots 1 through 8, and Parcels 1 through 5 of the Plot of the Lands of Brown P. Thawley, Jr., of record in Plot Book 50, Page 286, in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, as referenced in the aforesaid Deed;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant does hereby agree and declare that he is seized of all legal interest in the lots and property described in the aforesaid Deed, under and subject to the following restrictive covenants:

1. ~~One-story~~ dwelling houses on the numbered Lots or on any portion or subdivided portions of any numbered Parcel shall not be less than one thousand five hundred (1,500) square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops, basements, and the like.

2. ~~One and one-half story or two story~~ dwelling houses on the numbered Lots or on any portion or subdivided portions of any numbered Parcel shall not be less than two thousand ~~(2,000)~~ square feet, exclusive of all porches, breezeways, carports, garages, terraces, stoops, basements, and the like.

3. All of the other restrictive covenants declared and set forth in the aforesaid Deed, or otherwise of record, shall remain in full force and effect, shall continue to run with the land, shall continue to be binding upon all parties, having any

right, title or interest in the property described in the aforesaid Deed or any part thereof, their heirs, successors, successors-in-title, administrators and assigns, and shall continue to inure to the benefit of each owner of any numbered Lot or any portion or subdivided portion of any numbered Parcel.

4. No dwelling house, outbuilding, or other structure shall be constructed, erected, placed, or permitted to remain upon any of the numbered Lots or on any portion or subdivided portions of any numbered Parcel unless the dwelling house, outbuilding, or other structure is set back at least ~~fifty~~ (50) feet from the front yard line of the Lot or Parcel. For corner Lots or Parcels, the dwelling house, outbuilding, or other structure must be set back at least ~~fifty~~ (50) feet from each adjoining street.

5. All dwelling houses on the numbered Lots or on any portion or subdivided portions of any numbered Parcel shall be constructed in such a manner as to have and include a two-car garage and a paved driveway.

6. No wrecked, dismantled, abandoned, unregistered or inoperable vehicles shall be permitted on any numbered Lot or any portion or subdivided portion of any numbered Parcel.

7. No poultry, cattle, livestock, or other farm or undomesticated animal shall be permitted on any numbered Lot or any portion or subdivided portion of any numbered Parcel.

8. Any outbuilding or other appurtenant structure incidental to or accessory to a dwelling house which may be permitted to be constructed upon on any numbered Lot or any portion or subdivided portion of any numbered Parcel shall be constructed of the same material and in the same style, shape, and color as any dwelling house on any numbered Lot or any portion or subdivided portion of any numbered Parcel.

9. Any person seeking to construct a dwelling house, outbuilding, or other appurtenant structure, or to add to or modify any portion of the exterior of an existing dwelling house, outbuilding, or other appurtenant structure, shall submit plans and specifications for same to the Declarant for review and consideration, and no construction, addition to, or modification of any dwelling house, outbuilding, or other appurtenant structure shall commence until such plans and specifications have been approved in writing by the Declarant. The Declarant shall have the right to refuse approval of any plans or specifications which are, in the Declarant's sole discretion and opinion, unsuitable or undesirable for aesthetic or other reasons. In passing upon such plans and specifications, the Declarant shall have the right to take into consideration the suitability of the proposed dwelling house, outbuilding, or other appurtenant structure and the materials of which the proposed dwelling house, outbuilding, or other appurtenant structure are to be built, the site upon which the it is proposed to be erected and used, the harmony thereof with its surroundings, and the effect of such

dwelling house, outbuilding, or other appurtenant structure, as planned, on the outlook from adjacent or neighboring properties, and any and all other factors which in the Declarant's sole discretion and opinion would affect the desirability or suitability of such proposed dwelling house, outbuilding, or other appurtenant structure.

10. The Declarant shall be responsible for the maintenance of all public streets and stormwater management, as well as a buffer zone of thirty (30) feet along all adjoining agricultural lands, until such time, if any, as Declarant shall assign or turn over its rights and responsibilities to any duly formed association of homeowners, at which time such association of homeowners shall assume the aforesaid responsibilities.

11. The restrictive covenants set forth herein shall be deemed and considered to be covenants running with the land, shall be binding upon all parties, having any right, title or interest in the property described in the aforesaid Deed or any part thereof, their heirs, successors, successors-in-title, administrators and assigns, and shall inure to the benefit of each owner of any numbered Lot or any portion or subdivided portion of any numbered Parcel.

12. The restrictive covenants set forth herein shall be effective as of the date of the recording of this Declaration of Restrictions.

13. AGRICULTURAL PRESERVATION DISTRICT - This property is located in the vicinity of an established Agricultural Preservation District in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.