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Tax Parcel ID Nos:

KH-00-052.00-01-03.02-000

KH-00-052.00-01-03.03-000

KH-00-052.00-01-03.04-000

Prepared by: Timothy A. Reisinger, P.A.  
19 S. State Street, Suite 103  
Dover, DE 19901

## DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this 16<sup>th</sup> day of May, 2002 by Real Estate Investor Co., LLC a Delaware Limited Liability Company,

WHEREAS, Real Estate Investor Co, LLC a Delaware Limited Liability Company, hereinafter "Declarant" is the legal owner in Fee Simple of certain lots of land situated in Kenton Hundred, Kent County, State of Delaware, and which are shown on the Plot of T. Marvel Everett estate of Record in the Office of the Recorder of Deeds in and for Kent County, State of Delaware in Plot Book 64, Page 1, and which comprise a part of the same lands conveyed unto Real Estate Investor Co., LLC by deed of Sandra Lee Buckworth dated April 29, 2002 and recorded in the said Office of the Recorder of Deeds on May 13, 2002 in Deed Record Book 475, Page 93 and which Lots are future specified in paragraph 1 (f).

WHEREAS, said Real Estate Investor Co., LLC desires to declare and set forth restrictive covenants, which shall henceforth forever be binding upon all the lots depicted on said plot effective as of the date of the recording of this Declarations of Restrictions excluding the current BG zoned lot.

NOW THEREFORE, known all men by these presents, that Real Estate Investor Co., LLC, a Delaware Limited Liability Company, hereby agrees and declares that it is seized of all legal interests in all of the lots comprising said minor sub-division under and subject, nevertheless, to the following restrictive covenants, conditions, easements and agreements which it hereby declares and which shall run with and forever bind said lot(s):

1. Definitions: The following words when used in this Declaration (unless another meaning is clearly intended) shall have the following meanings:

- (a) "Lands" shall mean and refer to all such Lands as are subject to this Declaration.
- (b) "Lot" shall mean and refer to any plot of land shown upon any recorded maps of the properties with the exception of the above mentioned BG / Commercial zoned lot(s).
- (c) "Dwelling" shall mean and refer to any portion of a building structure situated upon the Lands designed and intended for use and occupancy as a residence by a single family.
- (d) "Other Structure" shall mean and refer to any portion of a building structure that is not a dwelling and is situated upon the Lands.

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(e) "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of the fee simple title to any Lot or Living Unit situated upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgage unless and until such mortgage required title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) Tax Map Nos. Included:

KH-00-052.00-01-03.02-000 (Lot 2)

KH-00-052.00-01-03.03-000 (Lot 3)

KH-00-052.00-01-03.04-000 (Lot 4)

Tax Map Nos. Excluded:

KH-00-052.00-01-03.01-000 (Lot 1)

KH-00-052.00-01-03.00-000 (residual)

2. No building, driveway, structure, fence, wall or other erection shall be commenced, nor shall any additions to or changes be made upon any of the lands conveyed by this deed until complete and comprehensive plans and specifications showing the nature, kind, shape, height, materials, floor plan, location, driveway and frontage on the lot of such dwelling or other structure or erections, type and location of septic system, and the name of builder, shall have been submitted to and approved, in writing, by Declarant or a future Building Approval Committee established pursuant to paragraph 25.

Declarant or said Building Approval Committee shall have the right to refuse to approve any such building plans and specification which are not, in its sole judgment, desirable for aesthetics or other reasons, and in so passing upon such location, plans, specification, and builders it may consider, to the extent or alteration the harmony thereof with the surroundings and upon the outlook from the enjoyment of adjacent or neighboring properties. The Declarant shall have the right to refuse to approve a proposed construction if Declarant believes Contractor will not promptly complete the construction in a workmanlike manner. All construction, whether new or an alteration, or an addition, shall be promptly pursued to completion without undue delay and in any event shall be completed within six (6) months of its commencement with Certificate of Occupancy issued by governing authority unless a later date for completion is approved in writing by Declarant or Building Approval Committee.

No building or grade work shall begin prior to Seven ( 7 ) o'clock A.M. and exceed past dusk on any day.

3. No more than one (1) single-family residence may be constructed on any lot which dwelling shall be detached and shall not exceed two and one-half (2 ½) stories in height.

4. A two hundred twenty-five (225) foot minimum setback from the center of the frontage road to the front foundation wall will be required on all dwellings. No dwelling or other structure shall be permitted between the center frontage road and said dwelling.

5. No lot less than twenty (20) acres may be sub-divided or re-sub-divided. Any such dividing shall be done in accordance with the governing authority and may require full major sub-division approval.

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6. Any dwelling upon the lands conveyed herein shall be approved by Declarant or the Building Approval Committee and shall be a type design for a single family residence and shall be used for private residence purposes only.

7. A ranch type dwelling shall have no less than sixteen hundred (1,600) sq. ft. of ground floor living space exclusive of the garage, porch and basement space.

8. A dwelling of two (2) stories or greater shall have no less than two thousand (2,000) sq. ft. of living space combined for the ground floor living space and second floor living space exclusive of the garage, porch and basement space.

9. Garage entrances and entrances to other structures, regardless of type of dwelling or other structure, whether garage is attached or detached, shall be from the side or rear of dwelling or other structure. No entrance shall be permitted on the front of any dwelling or other structure.

10. All dwelling foundations must be faced with brick on all exterior surfaces, excluding rear surface, to a height of at least six (6) courses or greater so as to face (cover) any foundation block or other foundation type material used above the grade area.

11. No dwelling roof may be constructed on any lot with less than a 7/12 pitch while no other structure roof shall be constructed on any lot less than a 5/12 pitch. All roof shingles must be architectural. Other roofing materials must be approved in writing by Declarant or Building Approval Committee prior to construction.

12. No fence, wall, hedge or mass planting shall be erected or permitted on any lot, except with advance written permission from Declarant or Building Approval Committee. Any approved wall, hedge or mass planting shall be properly maintained and trimmed. All fencing regardless of type or style shall be white in color. Any fencing situated in front of the dwelling foundation wall shall be of an open style fence not to exceed four (4) foot in height and shall not be a privacy type fence. All approved fences shall be properly maintained and painted at all times.

13. All lot owners having obtained a building permit of any kind shall, install within eight (8) months of permit, the entrance and driveway to lot. All driveways shall be constructed of either blacktop, concrete,  $\frac{3}{4}$  stone, clam shell or similar material. Driveway surface shall not be less than two (2) inches thick and shall not extend less than two hundred thirty (230) feet in length from the center of the frontage road and shall not be less than twelve (12) feet width. All other driveway designs, types, styles or materials must be approved by Declarant or a future Building Approval Committee.

14. No trailer or mobile home, or manufactured home, including doublewide mobile or manufactured home, or modular home, shall be permitted on any lot at any time.

15. No unlicensed, unregistered, unstreetworthy vehicles, commercial vehicles over one (1) ton payload, boats, travel trailers, campers, motor homes or trailers, excluding horse trailers will be permitted on any lot unless such vehicle is kept to the rear of dwelling or rear of other structure so as to conceal from public view from road frontage. All horse trailers shall be licensed, registered and stored in the rear of dwelling, other structure or as above mentioned. Horse trailers shall not be used for storage for any purpose.

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16. All gardens or tilled ground shall be to the rear or side(s) of the dwelling, excluding flower garden, rock gardens or other approved garden types.

17. Each lot, including ditch bank, will be maintained in a presentable condition free and clear of all debris high grasses and weeds, i.e.: those standing higher than six (6) inches off the ground including those areas surrounding or under fencing and /or fencing post. With the exception of trash collection days, all trash containers on each lot shall be concealed from public view and stored to the rear of dwelling or other structures.

18. Other structures, including but not limited to, barns, sheds dog pens, dog runs, dog houses or similar animal structures, shall not be attached to dwelling and shall be erected no less than fifty (50) feet from the closest rear dwelling wall and shall conform to the plans of the dwelling house or similar.

19. No pigs, goats, geese, poultry, fowl or other offensive farm type animals shall be kept or allowed to remain on any lot, ordinary house pets excluded. Those pets may not be of an offensive or disturbing nature so as to not disturb the peace of the neighbors. Horses shall not be permitted on lots less than 5 acres.

20. No tower(s) for television, radio, cable television, ham radio or like, nor any satellite dish larger than twenty-four (24) inches in diameter, shall be attached to any dwelling, other structure or separately erected on any lot, wind mills excluded.

21. No commerce or industry shall be conducted on any lot. Trades or businesses shall require prior written approval from Declarant or Building Approve Committee.

22. Easements: All lots without the necessity of further reservations, shall be subject to the following easements; utilities, sewer, water lines, drainage purposes or other as may be required.

(a) Easements over, under and along the front and rear twenty (20) feet of all lots.

(b) Ten (10) feet easement over, under and along the side property lines of each lot.

Access by authorized personnel will not be denied for any reason. In the event of construction occurring within said easement, i.e., fences, shed, etc., the construction will be immediately removed at the offending owner's expense.

23. Declarant may assign (in whole or in part) to another person, firm, association or corporation, Declarants rights, duties, and/or options hereunder.

24. Until Declarant has sold one hundred percent (100%) of the lots now existing these restrictive covenants may be amended by Declarant alone.

25. Upon conveyance in fee simple of the final lot subject to the restrictions set forth herein, the Declarant, as its last official act, shall appoint a board of three individuals to constitute a Building Approval Committee one of which may be a member of Declarant's Limited Liability Company. All rights vested within the Building Approval Committee pursuant to the provisions of this Declaration of Restrictions shall accrue to the aforesaid Building Approval Committee. Said committee shall promulgate its own by-laws including provisions for the filling of any vacancies.

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26. Duration. The covenants and restrictions of this Declaration shall run with and bind the land forever as per this Declaration and shall inure to the benefit of and be enforceable by the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, in perpetuity, or Association should one exist.

27. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the owner of record at the time of such mailing, except as may be otherwise provided herein above.

28. 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 restrictions, either to restrain violation or to recover damage, and against the land to enforce any lien created by these covenants; and failure by the Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

29. 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.

IN WITNESS WHEREOF, Real Estate Investor Co., LLC a Delaware Limited Liability Company, does hereunto set its hand and seal this 17<sup>th</sup> day of May, A.D. 2002.

REAL ESTATE INVESTOR CO., LLC

By: Robert D. Kellam  
Robert D. Kellam, Managing Member

STATE OF DELAWARE:

: SS.

KENT COUNTY :

CAME BEFORE ME, a Notary Public for the State and County aforesaid, Robert D. Kellam, Managing Member of Real Estate Investor Co., LLC, a Delaware Limited Liability Company, personally known to me to be same, and did swear and affirm that this Indenture is his Act and Deed and Act and Deed of Real Estate Investor Co., LLC, with full authority, pursuant to the limited liability agreement of Real Estate Investor Co., LLC, to execute this Indenture and bind said limited liability company.

Timothy A. Reisinger, Attorney-at-Law  
Notarial Officer-State of Delaware  
Permanent Commission

Timothy A. Reisinger  
NOTARY PUBLIC

STATE DOCUMENT  
FILED

MAY 17 3 20 PM '02

RECORDED BY  
R.P. WAGNER, JR.  
RECORDER OF DEEDS  
KENT COUNTY, DELAWARE