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New Castle County Recorder MISC

Prepared by & returned to:
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DECLARATION OF RESTRICTIONS
FOR
LONGMEADOW

This Declaration made this 6th day of March, 2001, by Longmeadow L.L.C., a Delaware limited liability company, hereinafter called the "Declarant."

WHEREAS, Declarant is the owner of a certain parcel of land situate in the State of Delaware, County of New Castle, and known as Longmeadow, as shown on the Record Major Subdivision Plan, filed in the office of the Recorder of Deeds of New Castle County, State of Delaware, and any subsequent changes thereto (the "Plan"), showing the number, size, location and description of the lots therein, (the "Land"); and

WHEREAS, Declarant desires to provide for the preservation of property values for the individual dwelling lots and individual dwelling units in said community; and 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 land under and subject to the following covenants and restrictions, which shall run with the land and which shall be binding upon the Declarant, its successors and assigns.

ARTICLE 1 - HOMEOWNERS ASSOCIATIONS

Section 1. Creation of Homeowners Association. In order to preserve the quality of the Longmeadow community and to oversee matters of mutual interest to the homeowners of Longmeadow, there is hereby created a Longmeadow Homeowners Association. The purchaser of any lot of land by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid homeowners association and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said association.

Section 2. Voting Rights. The record holders of each lot shall be entitled to one (1) vote for each lot in which they hold the interest of record in fee and "lot" shall mean each such parcel of land where said parcel contains or is to contain a single family dwelling. The single vote for such lot shall be exercised as the owners may among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one lot.

Section 3. Board of the Homeowners Association. The Board of Directors of the Homeowners Association shall consist of five (5) members which shall be elected by a majority vote of the members of the Homeowners Association at a meeting which shall be held annually on the date of turnover from the Declarant, which shall be not later than six (6) months after conveyance by Declarant of the last remaining lot in Longmeadow.

ARTICLE II - GENERAL USE RESTRICTIONS

Section 1. Private Residences. The lots shall be used for private residential purposes only, and no buildings of any kind except private dwelling units, sheds, dog houses and play houses, shall be erected or maintained thereon. In no event shall any outbuildings or appurtenant structure have a floor area in excess of eighty square feet, and said building must duplicate the exterior color of the principal residence. No such outbuilding or appurtenant structure shall be erected or maintained on any lot closer to the front street line than five feet behind the rear face of the principal building on said lot, nor closer than five feet from the side face of the principal building on said lot. No prefabricated metal sheds or buildings shall be permitted on any lot.

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 the lots. No horses, cows, goats, hogs, poultry, pigeons, rabbits, or similar animals shall be kept upon the lots. No kennel for the breeding or boarding of dogs shall be erected, maintained or used upon any lot. No more than a total of three dogs, cats and other domesticated household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

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

Section 5. Satellite Dishes, Television and Radio Antennas. No permanent or temporary installation of a satellite dish larger than 24" in diameter or a television or radio receiving or transmitting antenna, nor any overhead electrical lines or wires of any kind shall be

constructed, placed or maintained on any lot, nor on the exterior of any building.

Section 6. Trash Receptacles. Trash receptacles shall be kept in enclosed areas, hidden from view, except 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, commercial vans, tractors, campers, commercial trucks or vehicles immobilized for any reason, shall be kept or maintained on any street, lot or driveway, except that pick-up trucks up to and including three-quarter (3/4) ton and enclosed vans up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet.

Section 8. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any lot within Longmeadow, except that a single real estate "For Sale" sign may be so placed and maintained, but not prior to the transfer by Declarant of all lots and/or homes within Longmeadow.

Section 9. Fences. No fence shall be erected on any lot closer to the front street line than the rear face of the principal building on said lot. No fence shall be of a height of more than five (5) feet, and any such fence shall be constructed of 3-rail white PVC, white vinyl, or of wood post and rail or with plain green wire mesh, if desired, and maintained in its natural finish. No fence shall be constructed in a manner which may in any way alter or affect drainage of surface water on the land as established by Declarant.

Section 10. Privacy Fences. Privacy fences are defined as those types of fences which enclose only a small portion of the rear yard close to the building itself; for example, a privacy fence may enclose a rear patio. Such fences are permitted provided they do not

exceed a height of six (6) feet and are constructed of white PVC, white vinyl, or of wood and maintained in their natural finish. In no event shall said privacy fences enclose an area in excess of 500 square feet nor shall any section thereof exceed 25 feet in length. Only one (1) privacy fence enclosure is permitted on any one lot.

Section 11. Restriction on Rental. No owner of a dwelling unit who does not live in said dwelling unit may rent or lease said dwelling unit to more than two (2) persons who are not related to each other by blood, marriage or legal adoption.

Section 12. Yard Ornaments. No statues, sculptures, ornaments, 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.

Section 13. Pools. No above-ground pools whatsoever shall be permitted. In-ground swimming pools may be constructed and maintained subject to the prior approval of the Architectural Committee. Any such pool must be enclosed to the fullest extent required by law.

Section 14. Lawns. Each lot owner shall prevent the development of any unclean, unsanitary, unsightly or unkempt conditions of buildings or grounds of his lot which shall tend to decrease the beauty or safety of the area as a whole or the specific area, nor shall any owner permit the accumulation of wild growth, tall grass, logs, fallen trees, litter, new or old building materials (for other than immediate use) thereby creating an unsightly, unsanitary or unsafe condition. In no event shall more than two (2) cords of firewood be stored or accumulated on any lot.

As to Lots 206, 207, 208 and 209, nothing contained in this Section 14 shall be construed so as to prohibit the creation and maintenance of a natural vegetative buffer zone on these lots. Such a natural vegetative zone would consist of trees and shrubs, wild flowers and natural grasses, all of which being designed to preserve and enhance the natural appearance of these lots as part of the Appoquinimink River basin.

Section 15. Clotheslines. No clotheslines shall be maintained on any lot.

Section 16. Exteriors. No owner or occupant of any dwelling unit shall cause or permit any rug, laundry, aerial, fan, wire, or other object to hang from or protrude from any window or door. No "window" air-conditioning units, defined as those air-conditioning units which are housed in a window or wall, and are visible from the exterior of the home, are permitted. The exterior colors shall be within the group of colors known as soft tones as pre-approved by Declarant. In any event, other colors must be approved by the Architectural Committee.

Section 17. Business & Institutional Use. No trade, business or profession shall be regularly conducted or pursued on any or within or without any structure, nor shall any structure, vehicle or equipment be constructed, placed, maintained or operated, temporarily or permanently, on any lot for any trade, business, manufacturing, or other commercial, institutional or charitable purpose.

Section 18. Nuisances Prohibited. No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any lot, including without being limited to explosives, open or smoking fires, unfenced swimming pools, manure and uncovered refuse. No power lawnmower, chainsaw or other power equipment may be operated on any lot before 8:00 a.m. or after 8:00 p.m.

Section 19. Solar Panels. No solar panel shall be constructed or maintained on any lot except that solar panels not to exceed six (6) feet in height may be maintained if completely enclosed in a privacy fence in accordance with Section 10 hereof.

Section 20. Completion. Any dwelling being completed on any lot shall be completed within twelve (12) months from the time of the first excavation or grading.

Section 21. Window Treatment. All windows from the exterior shall show a solid color, or be backed by shears. The Architectural Committee shall have the sole authority to determine whether a particular window treatment is consistent with this provision.

Section 22. Waiver. 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 or open space, 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.

Section 23. Environmental Permits. No construction of any nature shall be permitted on any portion of any numbered lot designated or found to be within the jurisdiction of the United States Corps of Engineers or the Delaware Department of Natural Resources and Environmental Control, Wetlands Section, without obtaining, in addition to the approval of such proposed construction from the Architectural Committee, a permit, if required, from such agencies for said construction activity.

ARTICLE III -- ARCHITECTURAL CONTROL

Section 1. Review of Plans. No new construction or alterations in the exterior appearance of any building or structure shall be made unless approved by the Declarant. No building, outbuilding, fence, wall, patio, swimming pool, solar panel, screens or screening, or other construction shall be commenced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration thereof, including but not limited to exterior color change and/or change in grade or drainage, be made until the plans and specifications, with illustrations, showing the nature, kind, shape, color, height, materials, and proposed location of same, shall have been submitted to and approved in writing by the Declarant.

Approval of plans, set-backs, location, alterations, specifications, materials, exterior color or finish, elevation, site layout, plot plan and the other matters as aforesaid may be refused by the Declarant upon any ground, including safety or purely aesthetic considerations, which in the sole and absolute discretion of the Declarant shall be deemed sufficient; provided, however, that the Declarant shall reply to requests for same within thirty (30) days from the actual receipt of written submission of said plans and like matters as aforesaid sent by the United States Postal Service, registered or certified mail. Neither the Declarant nor its expressly designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

The Declarant, or its assignee, as set forth in Section 3 of this Article III, in connection with the review of said plans, specifications and illustrations, shall consider them in terms of the harmony of the proposed change, addition, construction or alteration with the structures on surrounding properties and the outlook there from onto the subject property; the effect it will have on the reasonable passage of light and air to the surrounding properties; the consistency and harmony of the architectural design, color, height, size, shape, proposed location and materials with the subject property and with the surrounding structures; and

with respect to the physical impact thereof, including but not limited to drainage on surrounding properties.

Section 2. Appeal. Requests for architectural approval which have been rejected hereunder may be appealed by the applicant in writing. Upon the receipt of same, Declarant or its assignee, as set forth in Section 3 of this Article III, shall schedule a special meeting with the applicant, which meeting shall be held within two (2) weeks after receipt of notice; the decision upon review shall be communicated in writing to the applicant within thirty (30) days after the review meeting; failure of the Declarant or its assigns to give written notice of such decision within said thirty (30) day period shall be construed as a rescission of the initial rejection.

Section 3. Assignment of Architectural Control Function. Declarant will assign the powers and rights reserved hereunder at Section 1 of this Article III to the Board of Directors of the Longmeadow Homeowners Association, as herein described, no later than six (6) months after conveyance by Declarant of the last remaining lot in Longmeadow.

Section 4. Ad Hoc Committee. Prior to the appointment of the Board of Directors of the Longmeadow Homeowner Association, as hereinafter described, and the assignment thereto of the said powers and rights hereunder, the Declarant may appoint an Ad Hoc Architectural Control Committee to assist the Declarant in architectural control matters. Said Ad Hoc Architectural Control Committee will automatically be dissolved upon assignment as hereinabove provided to the Board of Directors of the Longmeadow Homeowners Association.

ARTICLE IV - - CHANGES IN THE DECLARATION OF RESTRICTIONS

The covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said Longmeadow and each lot therein may be waived, abandoned, terminated, modified, altered or changed as to the whole of said tract or any portion thereof with the written consent of the owners of seventy-five percent of the lots contained in Longmeadow. However, the Declarant, so long as it is the owner of any of said lots shall have the absolute right to amend this Declaration without the joinder of any other owners by executing and recording such an amendment, if such amendment is: -

- (a) Required by Federal, State, County or local law, ordinance, rule or regulation; or
- (b) Required by the holder of any mortgage made by Declarant; or
- (c) Required by any title insurance company issuing title insurance to Declarant and/or to the holder of any mortgage made by Declarant; or
- (d) Required in the sole judgment and discretion of Declarant for the benefit of Longmeadow; or
- (e) Required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, New Castle County, State of Delaware, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, 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 within Longmeadow. No such waiver, abandonment, termination, modification, or alteration shall become effective until the proper instrument in writing shall be executed and recorded in the office of the Recorder of Deeds for New Castle County, State of Delaware. The consent of any mortgagee holding an interest in property within Longmeadow shall not be necessary to waive, abandon, terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions, or charges created by this Declaration of Restrictions