



FAIRFAX CIVIC ASSOCIATION

BOX 7153 TALLEYVILLE, DELAWARE 19303

DEED RESTRICTIONS

BEGINNING at a point in the center line of Murphy Road in the boundary line between the land herein described and lands now or formerly of Suburban Wilmington Development Co.; thence North three degrees, twenty-nine minutes, five seconds East along said boundary line and along line of lands now or formerly of Wilmington appliance Co. and Suburban Wilmington Development Co., seventeen hundred eight feet and nine one-hundredths of a foot to a point; thence North eighty-one degrees, seven minutes, twenty-one seconds East six hundred sixty-nine feet and seventy-three one-hundredths of a foot to a point; thence South nine degrees, forty-eight minutes, thirty-eight seconds East sixteen hundred forty-seven feet and eighty-four one-hundredths of a foot to a point in the said center line of Murphy Road; thence thereby South seventy-nine degrees, fifty-nine minutes, fifty seconds West ten hundred sixty-two feet and forty-five one-hundredths of a foot to the point and place of BEGINNING.

WHEREAS, Mann Construction Company has heretofore conveyed a portion of said lands on the Westerly side of Inglewood Road on the aforesaid Plan of a Section of Fairfax to Alfred J. Vilone, Inc., and,

WHEREAS, Mann Construction Company in connection with the development of the lands owned by it on the aforesaid Plan of a Section of Fairfax, being all the lands shown on said Plan excepting lands heretofore conveyed to Alfred J. Vilone, Inc., desire to make known and declare the covenants, agreements, conditions, easements, reservations and restrictions which shall be applicable to and bind the lands owned by the said Mann Construction Company on the aforesaid Plan of a Section of Fairfax; and,

WHEREAS, Alfred J. Vilone, Inc., joins in this Declaration for the purpose of declaring the restrictions and easements which shall be applicable to and bind the lands owned by it on the Westerly side of Inglewood Road on the aforesaid Plan of a Section of Fairfax; and,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Mann Construction Company, a corporation of the State of Delaware does hereby covenant and declare that it shall hold and stand seized of the lands shown on the aforesaid Plan of a Section of Fairfax, excepting the lands heretofore conveyed to Alfred J. Vilone, Inc.

UNDER AND SUBJECT NEVERTHELESS to the following covenants, agreements, conditions, easements, reservations and restrictions which it is hereby agreed shall be covenants running with the land included within the aforesaid Plan of a Section of Fairfax and shall be binding upon Mann Construction Company, its successors and assigns, and only upon all of the lands included within the aforesaid Plan of a Section of Fairfax, which said covenants, agreements, conditions, easements, reservations and restrictions are hereby imposed for the equal benefit of each lot shown on the aforesaid Plan of Fairfax;

1. If Mann Construction Company, its successors or assigns shall violate or attempt to violate any of the covenants herein, it

shall be lawful for any other person or persons owning any real property on the said Plan to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

3. All numbered lots in Blocks 28, 29, 30, 31, 32, 33 and 34 on the aforesaid Plan of Fairfax shall be known and described as residential building plots and no building shall be erected, altered, placed or permitted to remain on any residential plot other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

4. No building shall be erected, placed or altered on any residential building plot on the Plan until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in said development and as to location of the building with respect to topography and finished ground elevation by a committee composed of Alfred J. Vilone, Olga M. Vilone and Mary Silicato, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative shall cease on and after January 1, 1955. Thereafter the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument, shall be executed by the then record owners of a majority of the lots in said development and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

5. No building shall be erected on any residential building plot nearer to the front lot line nor nearer to the side street line than the building setback lines shown on the aforesaid Plan. In any event, no building shall be located on any residential building plot nearer than twenty-five (25) feet to the front lot line nor nearer than twenty-five (25) feet to any side street line. No building shall be erected nearer than five (5) feet to any side property line except as otherwise herein provided. A detached garage shall not exceed one-story in height or be erected on any residential building plot nearer than sixty (60) feet to the front lot line but may be erected to within two and one-half (2 1/2) feet of a side property line.

6. No dwelling shall be erected or placed on any residential building lot which plot has an area of less than fifty-five hundred (5500) square feet or a width of less than fifty (50) feet at the front set-back line.

7. No trade, business, commerce, industry or occupation shall be conducted on any residential building plot or in any building erected thereon, except where a licensed physician or dentist uses a portion of the dwelling house in which he resides as his office. No trade, business, commerce, industry or occupation shall be conducted on the land on the Westerly side of Inglewood Road on the aforesaid land or in any apartment building erected thereon, except that a licensed physician or dentist may maintain an office in any such apartment building with the written consent of Mann Construction Company.

8. No basement, garage or other outbuilding erected in the aforesaid metes and bounds shall at any time be used as a residence temporarily or permanently, nor shall any tent, shack, trailer or structure of a temporary character be used as a residence.

9. No pigs, chickens, poultry, rabbits, horses or cattle shall be kept or placed on any parcel of land or in any building erected thereon within the aforesaid metes and bounds nor shall any noxious or offensive trade or activity be carried on nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.

10. The ground floor area of the main structure of any dwelling on a residential building plot, exclusive of one story open porches and garages shall be not less than seven hundred (700) square feet in the case of a one or one and one-half story structure nor less than five hundred fifty (550) square feet in the case of a two or two and one-half story structure.

11. Easements are hereby reserved to Mann Construction Company, its successors and assigns, for the installation and maintenance or utilities over, under and along the rear ten (10) feet of all lots or parcels of land abutting the boundary lines of the aforesaid Plan of a Section of Fairfax, and such easements are reserved over the rear five (5) feet of all other residential plots laid out or hereafter conveyed. Easements shown on the aforesaid Plan are also reserved to Mann Construction Company, its successors and assigns. Easements herein reserved may be released in whole or in part by an instrument in writing duly recorded and executed by Mann Construction Company, Delaware Power and Light Company and Diamond State Telephone Company, their successors and assigns.

12. No fence, wall, hedge or mass planting shall be erected or permitted on any residential building plot, except to the rear of the main house structure. If the owner elects to erect a fence, hedge or mass planting to the rear of his home structure, it shall not be permitted to be over four (4) feet high and must meet the approval of the committee.

13. Alfred J. Vilone, Inc. and Mann Construction Company hereby covenant and agree that the tract of land on the Westerly side of Inglewood Road on the aforesaid Plan of a Section of Fairfax shall be used for apartment house purposes and for garages and/or parking

areas for the use of the owners and occupants of such apartment houses and shall be subject to all of the covenants and agreements as contained and set forth in the Declaration except those covenants and agreements which expressly refer to "residential building plot", it being understood that the term "residential building plot" as used in this Declaration refers to Building Plots in Blocks 28, 29, 30, 31, 32, 33 and 34 on the aforesaid Plan of a Section of Fairfax and does not in any way refer to or affect the land on the Westerly side of Inglewood.

14. The aforesaid covenants, agreements, conditions, easements, reservations and restrictions shall be binding upon Mann Construction Company and Alfred J. Vilone, Inc. their respective successors and assigns, and all persons claiming under them, until January 1, 1982 at which time the same shall be automatically extended for successive periods of ten (10) years each unless within one (1) year prior to January 1, 1982 or within one (1) year prior to the expiration of any successive ten (10) year extension, the majority of the then owners of lots included within the aforesaid metes and bounds by a proper instrument in writing and duly recorded in the Office for the Recording of Deeds in and for New Castle County, Delaware, modify, alter, change, abandon or terminate the same in whole or in part.

15. Mann Construction Company reserved to itself, its successors and assigns and shall have the right to alter, amend, modify, revoke or terminate all or any of these restrictions, conditions and agreements by instrument in writing executed by fifty percent of the owners of lots on the aforesaid Plan of Fairfax which instrument shall be duly recorded in the Office for the Recording of Deeds in and for New Castle County, Delaware.

16. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to and bind only the lands owned by Mann Construction Company and Alfred J. Vilone, Inc. on the aforesaid Plan of a Section of Fairfax and in no event shall the same be construed to apply to or in any manner bind or affect any lands of Mann Construction Company or Alfred J. Vilone, Inc. not shown on the aforesaid plan, whether such lands are contiguous thereto or otherwise; and no owned of any lot or lots on the aforesaid Plan shall have any rights or easements whether in law, equity or otherwise in and to any lands of Mann Construction Company or Alfred J. Vilone, Inc. not included within the limits of the aforesaid Plan of Fairfax, any law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, The said MANN CONSTRUCTION COMPANY, hath caused its name by Alfred J. Vilone its President to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written and ALFRED J. VILONE, INC. hath caused its name by Alfred J. Vilone, its President to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its secretary, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Ruth R. Martin

MANN CONSTRUCTION COMPANY

By: Alfred J. Vilone
President

ATTEST: Olga M. Vilone