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MICHAEL G. BATTAGLIA
RECORDER OF DEEDS
NEW CASTLE CO. DE

Parcel Nos.: 11-035.20-001-017
11-036.00-001
11-036.10-012-151
11-031.30-001-042
11-036.30-024-027

Prepared by/Return to:

GARY A. BRYDE, P.A.
724 YORKLYN ROAD - SUITE 100
HOCKESSIN, DELAWARE 19707

THIS DECLARATION, made this day of 1999, by 395

ASSOCIATES, L.L.C., a Delaware limited liability company, hereinafter referred to as
"Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land situate in Pencader
Hundred, New Castle County and State of Delaware, being 167.13 acres as shown on the Record
Re-subdivision Plan of Farmington prepared by Karins and Associates, Inc., dated March 30,
1995, (the "Plan") which land is designated for the construction of single family homes with
appurtenant private open space; and

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its
successors, and assigns, who is the owner of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declarant does covenant and declare that it shall hold and stand seized of all that
certain parcel of land situate in Pencader Hundred, New Castle County and State of Delaware, as
it appears on the Record Re-subdivision Plan of Farmington under and subject to the following
covenants and agreements which shall be covenants running with the land and which shall be
binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots
appearing on said Plan of Farmington, and for the benefit of New Castle County.

6/6/02

1. In order that the private open spaces as set forth on said Plan shall be maintained according to the provisions of Sections 32-447(c) and (d) of the New Castle County Code, there shall be organized as provided in Paragraph 2 hereof, a maintenance corporation whose members shall be the record owners of lots shown on said Plan.

(a) 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 maintenance corporation 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 corporation.

(b) Each owner of any lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the maintenance corporation when necessary annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided, that all assessments must be fixed at a uniform rate for all lots. The owner of any lot agrees, at the time of settlement for the purchase of said lot, to sign a confession of judgment obligating him or her to pay to the maintenance corporation his or her share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement on any lot within the subdivision, the maintenance corporation may collect the equivalent of two years of assessments for the maintenance costs associated with the maintenance of the common areas. The assessments levied by the maintenance corporation shall be used exclusively for the purpose of maintaining said private open space.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate of interest then in effect, and the maintenance corporation may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the private open space or abandonment of his or her lot.

(e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the maintenance corporation, including prior unpaid assessments.

(f) By his or her acceptance of title, each owner shall be held to vest in the maintenance corporation the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be, in the opinion of the maintenance corporation, necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the

rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(h) Declarant hereby grants to New Castle County, its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said private open space at the expense of the owners of said lots. In the event that New Castle County elects to maintain the private open space as set forth above, all expenses of maintenance shall be assessed pro rata against the owners of each lot, and shall be collectible by New Castle County, as provided in New Castle County Code Section 32-447, or in the manner set forth above in relation to collection by the maintenance corporation. The provisions of paragraph 1(g) above notwithstanding, any lien for such expenses or maintenance asserted by the County and filed with the Recorder of Deeds in accordance with New Castle County Code Section 32-447 shall be a lien from the time of recording and shall have priority in relation to other liens, either general or special, including mortgages and other liens according to the time of recording of such liens in the proper office, as in the said Section provided.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the conveyance of the first lot hereunder to a homeowner, a nonprofit corporation to be known as a "maintenance corporation" for the benefit of all owners, which maintenance corporation shall be charged with the duty of maintaining said private open space in the condition required by the aforesaid New Castle County Ordinance.

3. These covenants and restrictions shall be taken to be real covenants running with

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the land and binding thereon perpetually.

4. Declarant, for itself, its successors and assigns, grants to the lot owners the free and uninterrupted use of all the private open space as shown on the said Plan of Farmington in common with others entitled thereto forever. Each lot owner, by acceptance of a deed, grants to all other lot owners, their guests, invitees and licensees the free and uninterrupted use of all the private open space and grants to the maintenance corporation the right to come upon any lot owner's lot for purposes of maintaining the private open space.

5. The following definitions are applicable hereto:

(a) "Corporation" shall mean and refer to the "maintenance corporation," its successors and assigns, and to the proper named corporate entity to be formed as provided hereunder.

(b) "Lot" shall mean and refer to lots as shown on the said Record Major Subdivision Plan of Farmington.

(c) "Member" shall mean and refer to every person or entity who holds membership in the corporation.

(d) "Owner" shall mean and refer to the record owner of a fee simple title to the lots as shown on the said Plan of Farmington.

(e) "Declarant" shall mean and refer to 395 Associates, L.L.C., a Delaware limited liability company, its successors and assigns.

6. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of 75% of the lot owners and of the New Castle County Council.

IN WITNESS WHEREOF, the said 395 Associates, L.L.C., a Delaware limited liability company, has caused its name by Frank Acierno, its Partner, to be hereunto set.

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SEALED AND DELIVERED
IN THE PRESENCE OF:

395 ASSOCIATES, L.L.C.
a Delaware limited liability company

Helen M. McClure

BY: *Frank Acierno* (SEAL)
Member

STATE OF DELAWARE)
) SS.
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this *23rd* day of *February* 1999, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, Frank Acierno, Member of 395 Associates, L.L.C., a Delaware limited liability company, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and the signature of the Member thereto is in his own proper handwriting, and that his act of sealing, executing and delivering said Indenture was duly authorized by the Limited Liability Company.

GIVEN under my hand and seal of office, the day and year aforesaid.

Helen M. McClure
Notary
HELEN M. MCCLURE
NOTARY PUBLIC-DELAWARE
My Commission Expires Oct. 22, 2000

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RECORDED IN 14595

12:00 PM
15-1-1998

RETURN TO: C. M. H. B. H. B. H.
STONE HILL OFFICE
724 KILLEN ROAD, SUITE 100
ROCKESIDE, DE. 19107

DECLARATION OF RESTRICTIONS

FOR FARMINGTON

THIS DECLARATION, made this 10th day of February, 1998, by 395
ASSOCIATES, a Delaware general partnership (hereinafter "Declarant") provides:

WITNESSETH

WHEREAS, Declarant is the owner of all those certain lands situate in New Castle
Hundred, New Castle County and State of Delaware, being known as FARMINGTON, as shown
on a certain Record Major Resubdivision Plan prepared by Karins and Associates, consulting
engineers, dated March 30, 1995, of record in the Office of the Recorder of Deeds in and for
New Castle County, Delaware in Microfilm No 12422 (hereinafter the "Property"), and,

WHEREAS, Declarant desires to construct, and is in the process of constructing,
thereon, a single-family residential community, and,

WHEREAS, Declarant desires to provide for the orderly preservation of property values
for the individual dwelling lots and individual dwelling units in and for the benefit of said
community and to that end, desires to subject the Property to the covenants and restrictions,
hereinafter set forth, each and all of which is and are for the benefit of the 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, 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 I

GENERAL USE RESTRICTIONS

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

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erected or maintained thereon, except such outbuildings as are customarily appurtenant to residential dwelling units. Each house shall be used solely for single family purposes and occupancy and for the exclusive use of the single family occupying the house.

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. Any animal shelter (i.e., doghouse, rabbit hutch, etc.) shall be made of wood, of high quality craftsmanship, and shall be no larger than 3' x 4' x 3'.

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

Section 5. Television and Radio Antennas. No permanent or temporary radio receiving or transmitting antenna or temporary television antenna shall be installed, constructed, placed or maintained on any lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling house.

Section 6. Trash Receptacles Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, except for regular collection days, when they may be placed temporarily at the curb

Section 7. Prohibited Vehicles No Trucks, buses, travel trailers, utility trailers, campers or disabled vehicles, of any description, shall be kept or maintained on any street, lot or driveway, except that pick-up trucks up to and including 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 of a height of more than six (6) feet and all such fences shall be constructed of natural finish wood (i.e. stockade, split rail, privacy, etc.).

Section 9. Lawn Mowing/Lawn Maintenance The owner of each lot shall be responsible for the maintenance of sidewalks (if any) adjacent to their respective lots, landscaping, grass and weeds thereon and shall mow said lot at least once during each of the

months from March through November

Section 10 Above-Ground Swimming Pools No owner of any lot shall permit the placement, erection, or maintenance of an above-ground swimming pool on such lot at any time

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 located on the Property, which amendment 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, jointly and mutually, have the absolute right to amend this Declaration from time to time without the joinder of any other lot 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 mortgagee of improved lots and dwelling houses on the Property, or,
- (c) required by any title insurance company issuing title insurance to owners and/or mortgagees of the same, or,
- (d) required by 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 Corporation, 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 Property

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ARTICLE III
CHANGES IN THE RECORD PLAN

395 ASSOCIATES, with respect to lots now owned by it, shall have the absolute right, power and privilege, without the consent or joinder of the owners of Lots, to amend, enlarge and resubdivide any existing or future record subdivision, land development and resubdivision plans for all or any part of the Property. Each owner of a Lot, by accepting a deed thereto, irrevocably authorizes and empowers the Declarant to sign all such amended, enlarged or subdivided plans on behalf of such owner; provided, however, that the actual consent, joinder and signature of the record owner shall be required for any amended, enlarged or resubdivided plan which, as to such owner's Lot, would (i) change the Lot lines, (ii) impose new easements on such Lot, or (iii) add or eliminate sidewalks to or from such Lot. This Article shall terminate at such time as Declarant, their successors and express assigns of the rights, powers and privileges herein contained, no longer own any Lot within the Property

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 the 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 lot 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.

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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 to prohibit or impede construction by Declarant, or its successor in title, on vacant lots, or 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 395 ASSOCIATES, has caused it name, by Frank E Acierno, its partner, to be hereunto set, the day and year first above written

Witness
Allen M. McIlwaine

Frank E Acierno (Seal)
Frank E Acierno

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STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 10th day of February, A.D.. 1998,
personally came before me, the Subscriber, a Notary Public for the State and County aforesaid,
FRANK E. ACIERNO, Partner, of 395 Associates, party to this Indenture, known to me
personally to be such, and acknowledged this Indenture to be his act and deed and the act and
deed of said Partnership.

GIVEN under my Hand and Seal of Office, the day and year aforesaid

Helen M. McClure
Notary Public

Helen M. McClure
Notary Public, State of Delaware
My Commission Expires October 22, 1998