

## DECLARATION OF RESTRICTIONS

By this declaration dated October 17, 1988, Ferguson & Flynn Enterprises, Inc. a Pennsylvania corporation ("Declarant") as holder of record title to Lots 1 through and including 124 (the "Lots") and all private Open Spaces shown on a Plan of Patterson Farm (N/K/A/Grantchester) prepared by Karins and Associates, Inc. dated June 12, 1987, and recorded in the office of Recorder of Deeds for New Castle County, Delaware at Microfilm No. 8715 (the "Plan"), hereby covenants and declares for itself and its successors, assigns, grantees and all subsequent Lot owners ("Owners"), legal or equitable, that Declarant does and henceforth shall stand seized of the Lots and Private Open Spaces of Patterson Farm (N/K/A/Grantchester) under and subject to the following reservations, restrictions, covenants, easements and limitations.

### I. BUILDING AND USE RESTRICTIONS

1. The Lots, except as hereinafter provided, shall be used for private residential purposes only and shall be restricted to single family occupancy. No trade business or profession shall be conducted on any Lot.
2. No change in the zoning classification for any Lot shall be sought, nor shall any Lot be further subdivided; except that this prohibition shall not preclude alteration of Lot lines that does not result in the creation of additional Lots, or the subdivision of a Lot for the purpose of adding component parts to adjoining Lots so long as such subdivision does not result in the creation of additional Lots.
3. No buildings of any kind shall be erected or maintained on the Lots except detached private dwelling houses, together with an attached private garage, for the exclusive use of the respective owner or occupant of the Lot upon which such garage is erected. No shacks, detached garages, barns, or other outbuildings shall be constructed except for a doghouse (not exceeding four feet by three feet in size). No outdoor swimming pools of the "above ground" type shall be erected on any Lot. Any swimming pool having a side wall which protrudes above the elevation of the Lot as it existed on the day it was conveyed by Declarant shall be deemed to be an "above ground" swimming pool. Nothing contained herein shall be deemed to prohibit the construction of an "inground" swimming pool. Any such swimming pool must be enclosed with a post and rail or split rail fence 4 feet high with 3 horizontal rails. The height and width of the entire perimeter of the aforementioned post and rail or split rail fence must be fully covered with wire mesh and have a self-locking gate.
4. No building or improvement of any kind or nature shall be erected or maintained on the Lots except in accordance with plans and specifications approved in writing by Declarant, its successors or assigns, which approval may be withheld in the Declarant's sole and absolute discretion.
5. No overhead wires, including telephone, electrical or television cable, outside antenna, aerial or satellite dish for television, radio, or other reception or transmission shall be installed on any Lot; provided, however, that such devices may be installed on the interiors of dwellings or garages. All portions of any such wires or cables not located entirely within the enclosed portion of the structure must be buried beneath the surface of the ground. The provisions of this paragraph may be waived on specific request of an Owner by the Declarant, which waiver must be evidenced by a writing, subject, however, to any governmental rules or regulations.
6. No fences, walls or similar structures, hedges or other bulk landscaping or landscaping screens (in contrast with isolated trees or shrubbery) shall be planted on any Lot except (i) by Declarant at the time when the residence on such Lot is constructed, or (ii) as provided in paragraph 21 below.
7. No change in the elevation, grade or surface composition of any Lot as properly established by Declarant when each home thereon is constructed shall be made which adversely affects surface water drainage to or from any other Lot or open space. Any such swimming pool must be enclosed with a post and rail or split rail fence 4 feet high with 3 horizontal rails. The height and width of the entire exterior perimeter of the aforementioned post and rail, split rail, fences must be fully covered with wire mesh and have a self-locking gate.
8. The presence in Grantchester of travel trailers, mobile homes, motor homes, boats, vans, trucks and other recreational commercial or special purpose vehicles, equipment or items, except for the temporary purpose of loading, unloading or rendering services, is prohibited unless such vehicles are kept completely garaged. No disabled vehicles may be stored on any Lot or parked on any street. No vehicle may be

- parked upon the street between midnight and dawn, otherwise except temporarily. For purposes of this restriction, "temporarily" shall be on an intermittent and not regularly recurring basis.
9. No livestock and no pets except dogs and small domestic cats or other traditional household pets shall be brought or kept upon any Lot or any street or open space in Grantchester. Permitted pets shall not be allowed out-of-doors unless on a leash while being walked by their owners, or unless restrained from leaving their owner's Lot by a properly functioning underground electric fence control.
  10. No offensive, dangerous or unlawful substance, activity or condition shall be brought, conducted or permitted on the Lots or elsewhere in Grantchester. No signs, notices or advertising of any kind (included but not limited to "for sale" or "garage sale" signs) shall be erected or permitted anywhere in Grantchester except for one sign measuring not more than 144 square inches, specifying the owners of said Lot and one temporary unilluminated sign measuring no more than 6 square feet, advertising that the Lot is for sale or rent. Any such "for sale" or "for rent" sign must be removed within 10 days after a contract of sale for such Lot or a lease has been signed by all parties.
  11. No fences of any kind, wall, hedge, or similar structure shall be placed, erected or maintained in the area between the front building line and the street or in the area between the side yard line and the street of a corner lot. No chain link or cyclone fences are permitted. The intention of this paragraph is that a generally open and unobstructed condition will be maintained between structures consistent with the provisions for areas of privacy. Declarant reserves for itself and to the succeeding Owners, the right to remove any wall, fence, hedge or planting erected or planted without compliance with the provisions of this paragraph. Notwithstanding anything contained above to the contrary, "privacy fences," as defined below, shall be permitted on a Lot. Privacy fences shall be defined as those types of fences which enclose only a small portion of a rear yard of a Lot in the immediate vicinity of a residential building located thereon. Such privacy fences shall not exceed 6 feet in height and must be constructed entirely of wood. In no event shall any privacy fence enclose any area in excess of 500 square feet nor shall any section of such fence exceed 25 feet in length.
  12. All trash receptacles should be kept in enclosed areas, hidden from view, except on regular collection days, when they may be placed temporarily at curb.
  13. The Owner shall be responsible for the maintenance of grass and weeds. If owner does not comply with the Grass and Weed Control Ordinance of New Castle County (or the local county or township) or mow his Lot at least once each month between
  - 14.
  - 15.
  - 16.
  17. The owners and occupants of the Lots shall at all times maintain and occupy their Lots so as not to interfere with the purposes for which said easements and have been created and are used. All conveyances for Lots by Declarant or others shall be subject to the said easements and right-of-way without necessity of any further reservation being mentioned therein.
  18. All Lot owners, occupants and other interested persons shall at all times permit the Declarant and/or its respective successors, assignees agents and designees the right to go upon any and all Lot or Lots, street and open spaces to accomplish and to complete grading or landscaping in accordance with the approved plans or required by any governmental department or agency thereof.

### ADMINISTRATION

19. Each purchaser of a Lot, by the acceptance of delivery of the deed thereto, obligates and binds himself, his heirs, personal legal representatives and assigns, including his successors in interest in said Lot, to become and be a member ("Member") of the Grantchester Maintenance Corporation, a Delaware nonprofit, non-stock maintenance corporation (the "Corporation"); to be bound by all of its actions and assessments as provided therein; and be bound by the corporation's rules, regulations and resolutions as hereinafter authorized.
20. By his acceptance of title to any Lot, each Lot owner shall have vested in the 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 Corporation, necessary or advisable.

21. Any such time as Declarant no longer holds title to any Lots in Grantchester, or earlier if Declarant expressly consents in writing, the Corporation may establish an architectural committee for the purpose of establishing and administering written architectural guidelines, rendered with a view towards maintaining the architectural integrity and harmony of Grantchester. Exceptions to this Declaration may be allowed by such committee in accordance with such Architectural Guidelines, upon written application to and written permission from the architectural review committee. The committee shall inform each adjoining neighbor of any applicant and shall hear their concerns before making any decision. Each person making such application, and all other Lot owners affected thereby, shall accept and be bound by the good faith decision of the architectural review committee in granting or denying such application, or in qualifying and limiting any permission granted; provided, however, that any person aggrieved by the committee's decision shall have the right, which must be exercised within thirty (30) days after the committee's decision was announced, to require that the matter be reviewed by a Delaware licensed architect hired by the committee, at the aggrieved person's expense, to review the matter and give his professional opinion thereon, which shall be followed by the committee if it differs from their decision.
22. The Board of Directors of the Corporation shall be authorized, by majority vote, to promulgate and to enforce by legal or equitable means, Community Guidelines governing details of the appearance, use, maintenance and care of the Lots, homes, streets, open spaces, drainage areas and other improvements.
23. In the event that any dwelling is leased or rented to any third party by its Owner, such Owner shall promptly furnish a copy of the lease to the Corporation, and promptly furnish a copy of this Declaration and the Community Guidelines to the tenant. If during such tenancy, the dwelling is not being maintained to the highest standards elsewhere evident in Grantchester, or if this Declaration or the Community Guidelines are being violated by the tenant, the Corporation shall so notify the tenant and the Owner in writing, by certified mail, return receipt requested, sent to their last known address. Thereafter, unless such lack of maintenance or tenant's violation has been rectified within thirty (30) days, the Corporation may, at the Owner's expense, accomplish such maintenance, as it deems reasonably necessary to preserve the community's highest standards of appearance and care, and/or terminate the lease and evict the tenant, as applicable. Any violation of this Declaration or the rules and regulations shall be deemed a breach of the lease and shall entitle the Corporation, as agent for the Owner, to proceed accordingly against the tenant.
24. Neither the Corporation nor any of its directors, officers, and members shall have liability to any Lot owner, tenant, occupant, invitee or other person for any failure to perform any duty herein created, or for any negligent performance, nor shall the Corporation or its directors, officers, or members have any liability for failure to enforce this Declaration, or for any other alleged negligent act or omission.
25. Declarant hereby expressly reserves the right at any time and from time-to-time, with the consent of the record owners of fifty percent (50%) or more of the Lots in Grantchester (other than Lots owned by Declarant) to waive, extinguish or reduce the requirements of all or any of the foregoing declarations, covenants, restrictions, conditions, agreements and/or provisions; provided, however, that any such waiver, extinguishment or reduction shall be applicable to all the Lots, and provided, further, that Declarant shall not modify or change the requirement that all Lots be used for single family residential purposes.
26. Declarant reserves the right to waive or modify any requirements as to any individual Lots necessary to avoid hardship resulting from unintentional noncompliance with this Declaration, provided a valid governmental variance for such noncompliance shall have been granted if it also violates the applicable New Castle County Zoning or Subdivision Code.
27. This Declaration of Restriction shall be regarded as consisting of real covenants running with and binding upon the Lots of Grantchester. It shall be binding upon Declarant, its heirs, personal legal representatives, assigns and grantees (while it or they hold title to any such Lot) until the first day of January 2008, and thereafter shall automatically continue in full and likewise binding force and effect for successive ten (10) year periods, unless and until at least two (2) years before January 1, 2008, and until at least two (2) years before the expiration of any subsequent ten (10) year period, the owners of sixty percent (60%) or more of the Lots shall execute and acknowledge a declaration or declarations releasing, after such time period, or periods, all or any part of the land affected hereby from all or any of the provisions herein contained, and shall record such declaration or declarations in the aforesaid Office where this Declaration lies of record.

28. This Declaration shall be construed to effectuate its purposes, under and in accordance with the Laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no wise affect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of Declarant as the author thereof. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require.
29. Declarant shall have the right, power and authority at any time and from time-to-time, without notice to, action by, or consent of any other Lot owner or owners, to assign all or any part of its rights, powers, privileges and authorities hereunder to the Corporation and/or to any other party or parties by written document specifically reciting the intent so to assign which shall be executed and acknowledged by such other party or parties, and recorded in the aforesaid Office where this Declaration lies recorded. In no event shall Declarant's conveyance of any Lot be deemed to include any such assignment, but such assignment must be by a separate instrument to be effective.
30. Notwithstanding any other provision in the Declaration to the contrary, no restriction, limitation, covenant or other provision in this Declaration or promulgated pursuant hereto, shall be so applied, construed or enforced as to interfere with the construction and sale of homes in Grantchester by Declarant. With limiting the forgoing, the presence of construction vehicles, materials, equipment, trailers, portable toilets and temporary sheds, the existence of noise, dust, dirt and other inconveniences of construction, the pursuit of construction and sales activities utilizing onsite sales offices and signs, and the showing for sale and/or temporary rental of homes, shall not be deemed violative of this Declaration.
31. Each Lot owner, by accepting a deed to his or her Lot, and each occupant of any Lot or dwelling thereon, is thereby deemed to have agreed that breach of this Declaration (other than by Declarant for construction purposes as permitted above) will result in irreparable harm to the other Lot owners, may be enjoined, that specific performance hereof may be awarded, and that any Lot owner (other than Declarant) found to have breached this Declaration shall be liable for attorney's fees and court costs incurred in its enforcement. Each Lot owner further empowers the Corporation, as agent for all Lot owners, to bring any action to enforce this Declaration.
32. Each Lot owner, in accepting a deed to his or her Lot, is thereby deemed to have acknowledged and agreed to that he or she, and every other Lot Owner, has acquired a Lot in Grantchester in reliance on the initial architectural control of Declarant, and that no Lot owner has a right to construct any improvements upon his or her Lot except in accordance with plans and specifications furnished or approved by Declarant. Declarant shall have the discretion but not the obligation to permit (i) modifications from previously approved plans and specifications, or (ii) construction of improvements based upon other plans and specifications. The exercise of such discretion shall not be deemed to invalidate the force or effect of the general prohibition. Moreover, each Lot owner shall further be deemed to have acknowledged and agreed that the Architectural Guidelines subsequently formulated, shall have the same force and effect, as amended from time-to-time, as if they had been appended hereto and made a part hereof from the outset. If any court or other adjudicating authority shall determine that the right of the Declarant or the Architectural Committee in its discretion to permit exceptions is or has been exercised in a way that is arbitrary or otherwise invalid, such determination shall not invalidate the restrictions but shall affect only the manner in which such discretion shall be exercised.