

[UNOFFICIAL] **Penn Manor Maintenance Corporation**  
**Declaration of Restrictions**

THIS DECLARATION, made this **21** day of **October 1996**, AD by the Board of Directors of, and on behalf of Penn Manor Maintenance Corporation, a not for profit Delaware Corporation, its members all being Lot Owners in the of the community of Thistleberry Farms.

WITNESSETH:

WHEREAS, The Members of Penn Manor Maintenance Corporation, as indicated above, comprised of the Owners of Lots 75 through 105 and Lots 124 through 228 in the development of Penn Manor, now known as Thistleberry Farms, and recorded in the Recorder of Deeds in and for New Castle County, State of Delaware, in Microfilm No. 5985, do hereby amend and modify the Deed Restrictions created by the builder, Corrozi Homes Corporation. This modification is done in accordance with Article 1, Paragraph 18, of the then existing Deed Restrictions.

NOW THEREFORE, THIS DECLARATION WITNESSETH: That of their own free will, at least two thirds of the members and residents, as witnesseth by the attached signatures and provided for in the above mentioned Deed Restrictions, do approve these amendments and modifications. Further that these amendments and modifications and the remaining amended articles included in the original Deed Restrictions shall continue to bind all residences of the above defined Thistleberry Farms as before, and shall be covenants running with and binding upon the land.

**ARTICLE I - DEFINITIONS**

The following words and terms when used in this Declaration shall have the following meanings:

1. "Declaration" shall mean and refer to this Restrictive Covenant Agreement, as amended for the above refereed to lots.
2. "Declarants" shall mean and refer to The Penn Manor Maintenance Corporation as Successor Declarant to Corrozi Homes, Inc. and Capson, Inc., Trustee for The Penn Manor Trust.
3. "Successor Declarants" Shall mean each entity to which Declarant shall have specifically, by writing, assigned *or* conveyed any or all of Declarant's rights, interest, or obligations as Declarant hereunder.
4. "Plan of Development" shall mean and refer to the Recorded Resubdivision Plan as same appears of record herein above recited, and any and all amendments, additions, revisions or deletions to or from said plan.
5. "Lot" shall mean and refer to all Lots referred to above.
6. "Lot Modification" shall mean any addition, change or improvement to the grounds surrounding the dwelling on said Lot. All Lot Modifications shall require submission to, and the Approval of the Architectural Committee except the following:
  - a. Underground utilities relocation, sprinkler systems, buried down spout drains and sump pump drains,
  - b. Landscaping, except where used as a barrier or screen as described elsewhere herein.
7. "Dwelling Alteration" shall include any structural addition, modification, change or changes to the exterior of the existing dwelling visible from above or from any elevation. In the event of a fire or other major cataclysmic event occurring to the Dwelling; the Dwelling may be restored to the exact condition and configuration existing prior to the fire or cataclysmic event. Any alterations, changes, improvements, modifications or other deviations from the exterior of the Dwelling, visible from above or from any elevation, prior to the fire or cataclysmic event shall

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be considered a "Dwelling Alteration" All "Dwelling Alterations" shall require submission to, and Approval of the Architectural Committee and the decision of the Architectural Committee shall be binding on all Lot owners.

8. "Open Space" shall mean and refer to the certain parcels, being portions of the Property, and being the open space shown on the Plan of Development.
9. "Owner" shall mean and refer to the legal title holder of record of a lot. If a Lot is owned by joint tenants, co-tenants, or tenants by the entireties, the joint tenants, co-tenants, or tenants by the entireties shall collectively comprise a single Owner unless or until such mortgage or lien-holder has acquired a fee title to the lot.
10. "Architectural Committee" shall mean and refer to the person or persons designated by Declarants to review Lot Modifications, Dwelling Alterations and building plans, etc.
11. "Architectural Committee Approval" shall mean the positive vote of a simple majority of a quorum of members of the Architectural Committee appointed by the Board President and approved by the Board of Directors as provided for in the corporation's by-laws. The Decision of the Architectural Committee shall be binding all Lot Owner.

## **ARTICLE II - PURPOSE OF THESE DEED RESTRICTIONS**

These Restrictive Covenants exist to assist the Lot Owners in maintaining the value of their individual and collective property and to provide for the orderly appearance, insure the proper maintenance, and protect the general integrity and harmony of the Thistleberry Farms Community.

## **ARTICLE III – RESTRICTIONS**

1. Use and Dwelling. No more than one single family dwelling shall be erected or maintained on any Lot.

Each Lot shall be used for residential, single family purposes only and shall not be further subdivided into two or more lots.

Any Building erected on any Lot shall be set back from a contiguous right-of-way or adjacent parcel to conform with the applicable zoning regulations of the County and the Plan of Development as approved. No Dwelling Alteration or Low Modification shall violate the zoning regulations.

2. Architectural Restrictions. No Modification to any Lot (i.e. swimming pool, fence, basketball set or other fixed playground equipment, etc.) or Dwelling Alteration shall be erected, altered or placed on any Lot unless the plans have been approved by the Architectural Committee. Any Lot Owner desiring Approval of plans for construction of a Dwelling Alteration, or Lot Modifications shall submit two (2) sets of dimensioned plans showing all four (4) elevations together with a description of the exterior materials and their color. The Owner must also submit a two (2) sets of site plans showing locations of the Lot Modifications or Dwelling Alteration on said Lot. The Architectural Committee shall rule on said plans within forty-five (45) days of receipt of the same. The Architectural Committee's decision shall be binding on the Lot owner. If the Architectural Committee has not ruled on the application and plans within the forty-five (45) days, the application shall be deemed automatically approved by "default". The Architectural Committee shall be required to issue a written "default" Approval to the Lot owner and mark their file accordingly.

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Swimming pools shall be of the in ground type.

Clothes Lines shall be of the removable type and removed by sun set.

No sheds, buildings or other unattached storage facilities shall be constructed on any lot at any time.

Each Owner who intends to construct any Dwelling Alteration or Lot Modification shall prepare a grading plan therefore in conformance with all applicable soil and erosion control laws, ordinances, and standards. Two (2) sets of said plan shall be filed with the Architectural Committee with the Approval Request. The Owner shall be solely responsible for the implementation of same and shall implement said plan.

In passing upon such Requests for Approval of plans and specifications the Committee may take into consideration the suitability of the proposed Lot Modifications or Dwelling Alterations and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the Lot Modification or Dwelling Alteration as planned on the outlook from the adjacent neighboring properties.

No construction upon any Lot is to begin until the Architectural Committee issues a written Approval of all plans which are required to be submitted to the Committee by this Declaration.

The minimum allowable roof pitch shall be 7-12 unless otherwise approved by the Architectural Committee.

The exterior colors shall be within the group of colors known as earth tones and match or compliments the present and neighboring dwellings. No all white or bright exterior colors will be permitted unless approved by the Architectural Committee. Changes in the exterior paint color scheme, outside the above referenced earth tones, shall be Approved by the Architectural Committee. The earth tone colors are defined as muted colors containing brown. The Architectural Committee shall determine if a color is included in the earth tone group and their decision shall be binding on all Lot owners.

The exterior of any Dwelling Alteration being constructed on any Lot or Lot Modification shall be completed and the grade shall be restored to its original condition within twelve (12) months from the time of first excavation or grading unless otherwise approved by the Architectural Committee.

Every Lot Modification or Dwelling Alteration shall be placed to the rear of a dwelling.

The Architectural Committee shall determine which are the front, sides and rear of a lot, and its decision shall be binding upon the Lot owner. No outside aerials or antennas, and no overhead electrical lines or wires of any kind shall be erected or maintained upon on any Lot or dwelling thereon except with the written Approval of the Architectural Committee.

No fence, artifacts or planting that acts as a barrier shall be erected, planted, placed or manufactured on any Lot, except with the written Approval of the Architectural Committee.

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All fences shall be constructed of wood of two (2) or three (3) rail, post and rail type construction.

No use of any Lot which creates a nuisance or which is dangerous or offensive to the neighborhood is permitted. No structure upon a Lot shall be used for manufacturing, business, trade, sales activities or any use other than residential use, except home occupations as may be permitted under the New Castle County Zoning Code; except, those that employ personnel and/or those that require visitation by personnel from outside that residence which shall not be permitted. The Architectural Committee shall determine whether a use is in violation of the above provision, and the decision of the Committee shall be binding upon the Lot Owner.

3. Signs. No advertising, signs or notices, except small signs identifying the owner of a Lot, shall be erected or displayed, except with the Approval of the Architectural Committee.

Signs advertising the property for sale (no more than one sign may be placed on any one side of a Lot, and only on those sides adjacent to a street) shall be permitted.

A small security sign affixed to or place near the mail box, or on or near the dwelling shall be permitted.

4. Temporary Residences, Vehicle Parking. No trailers, campers, tents, or out building or structures of a temporary nature shall be used at any time as a residence on any Lot. No trailer (whether occupied or not), camper, boat, truck, commercial or unused vehicle shall be parked on any Lot unless otherwise approved by the Architectural Committee.
5. Animals. No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected, maintained or used upon any Lot, and no horses, ponies or livestock shall be housed or maintained on any lot. Dogs, cats or other domesticated household pets may be kept, provided: (1) that they are not kept, bred or maintained for commercial purposes, and (2) any outside housing for such pets must be approved by the Architectural Committee. All pets must be on a leash when off the owner's lot. Pets shall not be permitted to be unattended when off of their owner's lot.
6. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot, except in closed receptacles which shall be screened from view from other Lots and streets except for collection the evening before regular collection dates in accordance with the regulations of the collection agency. Large items and tree debris need not be placed in a covered container.
7. Lawn Mowing. The Owner of each Lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said Lot in accordance with the grass and weed Control Ordinance of New Castle County or mow said Lot when the grass and/or weeds exceeds eight (8) inches in height.

Declarant reserves to itself, its Successors and Assigns, the right to enter peaceably any Lot whose Owner has not complied with this covenant, for the purpose of mowing, at the expense of the Owner.

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8. Reserve Easement for Declarant. Declarant reserves for itself, its Successors and Assigns, the full liberty and right at all times hereafter to have and use a right-of-way ten (10) feet along the rear and side lines of each Lot for public and private utility purposes, including the rights to install and maintain same from time to time.

Declarant reserves the right to assign to any public authority or to any corporation having power to acquire the same.

9. The Owner of each Lot shall be solely responsible for grading, seeding and maintaining the area between the "curb lines: and the property line of the Lot.
10. Street Dedication. Declarant reserves for itself, its successor and assigns, the right to dedicate the bed of any road or street shown on the Plan of Development to the public authority then having jurisdiction over said without the joiner of any Owner of such Lot (or Lots).
11. Yards. No statues, sculptures, painted trees, bird baths, replicas of animals or other like objects may be affixed to or placed on any Lot or building, where they may be visible from any street, without the prior written Approval of the Architectural Committee.
12. Water Supply. No wells shall be permitted on any Lot for any purpose.
13. The Declarants make no warranty or representation that the necessary permits and approvals can be secured and obtained from the necessary authorities and/or agencies to erect any Modifications or Dwelling Alterations on said Lots or dwelling.
14. Nothing herein shall impose upon the Declarants, their Successors or Assigns, any liability for property damage or personal injury occurring to any person, firm or corporation by reason of use of the streets as shown and laid out on the Plan of Development 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 Declarants, their Successors and Assigns.
15. With respect to any Lot or Lots of the Plan of Development which have not therefore been improved with a dwelling, the Declarants reserve the right to themselves, their successors and assigns, to make applications at time any under the New Castle County Subdivisions and Land Development Regulations, with the consent of any Lot Owners. Said "re-planned" Lots shall not, however contain less square footage than the Lot appearing on the originally approved Plan of Development.
16. The restrictive covenants contained herein shall be enforceable at law or in equity by the Declarants, their Successors and Assigns or any party assign the power to enforce these claiming under Declarants hereby expressly reserves the right to restrictive convents to any incorporated association of Lot Owners by appropriate instrument in writing, filed of record in the Office of the Recorder of Deeds aforesaid. In the event it becomes necessary to seek the aforementioned enforcement at law or in equity, any Lot owner found in violation of these restrictive covenants by an appropriate court of law shall be required to pay all costs associated with said enforcement including all attorney fees, court costs and collection fees incurred in enforcing the said covenants.

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17. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full effect.
18. Right of Revision. Declarant hereby expressly reserves the right at any time to annul, wave, change or modify any of the restrictions, conditions, covenants or provisions contained herein until one half of the Lots have been conveyed to a purchaser thereof. After the conveyance of one-half of the said Lots any change, modification or waiver of said restrictions must be approved by two-thirds of the then Lot Owners. Notwithstanding the forgoing, Declarants shall have the right to assign their powers, including but not limited, the right to approve plans: consent to signs, etc.; determine which are front, side or rear lines; enter upon reserved strips; and any other rights they may have as Declarants hereof, to any individual, corporation or association.