

**AMENDED DECLARATION OF RESTRICTIONS  
APPLICABLE TO DICKERSON FARM**

**THIS AMENDMENT**, made this \_\_\_ day of \_\_\_\_\_ 1992, by  
**DICKERSON FARM, L.P.** (hereinafter "Declarant");

**WITNESSETH:**

**WHEREAS**, Declarant is the owner in fee simple title of:

ALL that lot, piece or parcel of land situate in Pencader Hundred and St. Georges Hundred, New Castle County, State of Delaware, and more particularly described as Parcel II on a survey entitled "Perimeter for Johnstone Associates" prepared by Tetra Tech Richardson, dated August 7, 1988, revised to August 8, 1988, and in the description which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter "Dickerson Farm"); and

WHEREAS, Declarant, by a Declaration of Restrictions dated April 4, 1990, of record in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, at Wilmington, in Book 1019, Page 238, et. seq., did impose upon said lands and bind itself, its successors and assigns who become the owner of said parcel of land, to certain covenants; and

**WHEREAS**, the Declarant wishes to amend the Declaration of Restrictions by deleting the same and imposing upon said lands and premises the following covenants:

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That the Declarant, does covenant and declare that it shall hold and stand seized of the lands described on said Exhibit "A"

hereto under and subject to the following restrictions, easements, covenants, agreements, *conditions* and reservations (hereafter "Declaration of Restrictions"), which it has already agreed shall be covenants *running* with the land included within the aforesaid metes and bounds as shown on Exhibit "A", and which shall be binding upon the Declarant, its successors, administrators and assigns, and which said Declaration of Restrictions are hereby imposed for the equal benefit of each lot or parcel of land included within the aforesaid metes and bounds.

1. This Declaration of Restrictions shall run forever with the land included within the aforesaid metes and bounds unless such a duration would be contrary to any rule of law, in which event said restrictions shall be effective for so long as permitted by law and in no event less than twenty (20) years from the date hereof. These restrictions shall be binding upon the Declarant hereto, its successors and assigns, and all persons claiming under it for said duration.

2. Subdivision of lots in Dickerson Farm shall be subject to the prior written approval of Declarant. No resubdivision of any lot shall be permitted without the prior written approval of Declarant. All lots included within the aforesaid metes and bounds shall be *known* and described as residential lots and no building shall be erected, placed or permitted to remain on any residential building lot in Dickerson Farm, other than. one detached single-family dwelling house (not to exceed two and one-half (2/) stories in height or three (3) stories on the downslide side of dwelling) and a private garage for the exclusive use of the owner or occupant **of said** dwelling.

For the purpose of these restrictions, "single-family" shall not include more than three (3) persons who are not related by marriage or blood.

3. No building, structure of any kind, ornaments, fence, pond, shelter, trees or other plantings, tennis court, swimming pool (above ground or in-ground), storage shed or other freestanding structure, outside lights, radio or television antennae, satellite dishes, streets, roads, driveways and parking areas, or other structure shall be constructed, erected, placed, replaced, moved, removed or altered on any lot unless and until the proposed building plans, set-backs, specifications, materials, exterior color or finish, elevation, site layout and/or plot plan showing the proposed location of each building, structure, ornaments, fence, pond, shelter, trees and planting plan, tennis court, swimming pool, outside lights, antennae, radio or TV satellite dishes, streets, roads, driveways and parking areas, and other structures, identification of contractor and construction schedule, shall have been submitted in writing to and approved by an Architectural Review Committee (hereinafter "ARC") for the purpose of approving all construction, improvements, site and location of buildings or structures, planting plans and similar matters within Dickerson Farm. Approval of plans, set-backs, location, alterations, specifications, materials, exterior color or finish, elevation, site layout, plot plan and other matters as aforesaid may be refused by the ARC upon any ground, including safety or purely aesthetic considerations, which in the sole and absolute discretion of the ARC shall seem sufficient; provided, however, that the ARC shall have thirty (30) days from the actual receipt

of written submission of said plans and like matters as aforesaid sent by United States Postal Service, registered mail, or other request requiring ARC approval sent by United States Postal Service, registered mail, to review said plans and like matters as aforesaid. Failure of the ARC to respond within such time shall be deemed an approval. No alterations in the exterior appearance of any building or structure shall be made unless approved by the ARC.

The ARC shall approve the location and, subject to regulations of the Delaware Department of Natural Resources and Environmental Control, the design of all septic systems on all lots in Dickerson Farm, which approval shall be evidenced by a writing signed by a member of the ARC after the submission to the ARC of a site plan which shows the location of the proposed septic systems, together with copies of all necessary governmental permits. Within fourteen (14) calendar days of the respective installation of each system, an "as built" site plan shall be submitted to the ARC which shall show the location of the "as built" septic system. In the event that the "as built" septic system shall be built and located contrary to the site plan as submitted and as approved and shall, in the opinion of the ARC, disclose a potential for polluting or being polluted by a neighboring system or systems, whether or not said neighboring system or systems be then built, the said "as built" systems shall be moved or reconstructed as directed by the ARC at the expense of said lot owner.

This paragraph shall also be applicable to any extension or modification of any septic system or systems existing as of the date of the signing of this Declaration of Restrictions as well as to any new system or systems on a lot with a system existing as of that date.

In respect to *maintenance* of septic systems, all septic systems shall be properly maintained and septic tanks shall be cleaned *and/or* pumped at least every two (2) years and more often if necessary. No flood water, drains, spouting, french *drains* or other water disposal systems shall be connected to the sewage disposal system which shall be reserved for the disposal of raw sewage and other household waste.

Declarant and the Dickerson Farm Service Corporation ("DFSC") (see Paragraph 19 below) shall have the right to enforce the maintenance and repair of septic systems, as above provided, and shall have the further right to enter upon any lot or lots and clean and pump the said septic systems, all at the expenses of the owner of said lot or lots.

4. The Declarant may, at any time, transfer the control of the ARC to the homeowners and/or the DFSC. Thereafter, the powers and duties of the ARC, as enumerated in this Declaration of Restrictions, shall become vested in the Dickerson Farm Service Corporation.

5. The ARC shall be made up of at least two (2), but no more than three (3), individuals, including Caroline duPont, and one (1) representative of Patterson-Schwartz & Associates, Inc., a Delaware corporation ("PSA"). In addition, should Caroline duPont and PSA mutually agree, a third individual may be added to the ARC. A member of the ARC from PSA shall be appointed by PSA, but if such

appointee or an successor appointee is not satisfactory to Caroline duPont, as she in her sole discretion determines, said person shall, at the written request of Caroline duPont, be replaced by PSA.

The ARC shall vote on all plans, set-backs, locations, alterations, specifications, materials, exterior colors or finishes, elevations, site layouts, plot plans and all other matters *concerning* Dickerson Farm as aforesaid submitted to it for approval. A two-thirds (2/3) majority vote is required for the approval of any and all matters submitted to the ARC. In the event of any dispute between the ARC, the Declarant or any members of the ARC and any property owner in Dickerson Farm, the aggrieved party's sole remedy will be binding arbitration before the New Castle County Better Business Bureau, so long as it is real estate related arbitration, or in lieu thereof before the American Arbitration Association in Philadelphia, Pennsylvania, under its commercial arbitration rules.

Dickerson Farm Service Corporation and the owners of lots within Dickerson Farm, by accepting a deed to a lot, agree to indemnify and hold harmless the Declarant and members of the ARC if they are threatened to be made a party to or are made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was a member of the ARC, or in the case of the Declarant, the Declarant acting as part of the ARC, or an employee or agent of the ARC, or is or was serving at the request of the ARC, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him

in connection with any such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the ARC, and had no reason to believe his conduct was unlawful or improper. Any person acting on the basis of an opinion of counsel shall be presumed to have acted in good faith. To the extent that the Dickerson Farm Service Corporation is without sufficient funds to pay the indemnified amounts as hereinbefore provided, the owner of each lot, other than the Declarant, shall contribute to the Dickerson Farm Service Corporation their proportionate share of those costs based upon the indemnified amount divided by the number of lots, other than lots owned by the Declarant. Such payment shall be due within thirty (30) days of the lot owner receiving a bill for those amounts. Any amounts not paid within thirty (30) days shall be a lien against the lot, junior and subordinate to any mortgage, and may be collected by the Dickerson Farm Service Corporation or by the members of the- ARC or the Declarant as any other expenses collectible under the terms of this Declaration.

6. All construction, building, electrical, heating, airconditioning, plumbing and any and all other work must be performed in accordance with the applicable existing laws, rules and regulations *governing* the same and shall be subject to inspection and approval by properly authorized inspectors.

7. There shall not be erected, permitted or maintained upon any of the lands conveyed in this subdivision, any

truck, tractor, derelict car, trailer, mobile home, tent, shack, barn, stable, cattle yard, hog pen, foul yard, or building of any nature or description except a single-family residence, garage or other accessory structure, constructed in accordance with these restrictions, nor any graveyard, hospital, sanitarium, asylum, or similar or kindred institution, nor shall any animals, other than domestic animal or pets, or any form of business (for profit or' otherwise) be housed or maintained or kept on said land (*including* but not limited to any household business); domestic animals or pets shall be limited to three (3) in number.

8. No signs, notices, or advertising matter of any nature, or description, shall be erected, used or permitted upon any lots or ways without the prior written permission of the Declarant.

9. No commercial or recreational vans, boats, trailers, self-propelled motor homes, campers or other recreational vehicles as defined in 21 Del. . §101(29) or boat shall be maintained or parked on any lot or street of the herein described property, unless parked or stored in a closed garage; provided, however, that an owner may maintain one of the foregoing outside of the closed garage. All such vehicles shall bear current Delaware registrations and sit on inflated tires at each wheel.

10. No pigs, chickens, poultry, rabbits, pigeons, cattle, goats, sheep, horses or other non-household pets shall be kept or placed upon any portion of the above described tract.

11. Each lot owner shall prevent the development of



any unclean, unsanitary, unsightly or unkept 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 subsequent owner of these lands permit the accumulation of wild growth, logs, fallen trees, litter, new or old building material (for other than immediate use), or other trash upon said lands, thereby creating an unsightly, unsanitary or unsafe condition, except, however, the natural vegetation shall accumulate in the rear yard building restriction area as set forth in Paragraph 18 hereof, which area may not be disturbed except as provided in Paragraph 18 hereof. At no time may grass or weeds be allowed to grow to a height of more than four inches (4").

12. Each lot owner shall provide receptacles for garbage, not generally visible from the common private streets and roadways of Dickerson Farm, or provide underground garbage receptacles. All laundry drying areas shall be so located or screened to be concealed from view of passersby on the common private streets and roadways of Dickerson Farm.

13. The Declarant or the Dickerson Farm Service Corporation is permitted by these covenants to correct, repair, clean, preserve, clear out, or perform any action on the property of any lot owners required by Paragraphs 11 or 12 hereof, or any other provision of this Declaration of Restrictions. The Declarant or the DFSC, by entering the lot and taking such action, shall not be deemed to have trespassed.

14. No unlicensed motor vehicles shall be used on any area located within Dickerson Farm, and no licensed motorcycles shall be used on any area located within

Dickerson Farm except where used for ingress or egress to or from dwellings and there shall be no "Joy riding" on any part of Dickerson Farm. All vehicles shall *contain* properly functioning mufflers.

15. There shall be no trees, shrubbery, structures, fences or other obstructions placed in any drainage easements shown on the Record Major Subdivision Plan of Dickerson Farm.

16. If the Declarant hereto, or any of its successors or assigns or any one claiming under it, or any person owning any lot or occupying any house shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant or its designated representatives or any person or persons owning any real property situate within said metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and to prevent it or them from doing so and/or to recover damages or other dues for such violation; provided, however, that Declarant, its successors or assigns, shall have no liability whatsoever based on its failure to enforce these restrictions, and nothing herein shall be construed in any manner to impose any liability on Declarant, its successors and assigns.

17. Invalidation of any one of the covenants contained herein or any part or subpart of any covenant herein by valid judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

18. An easement ten (10) feet in width is hereby reserve over the rear and side lot lines of each lot laid

out on the above described tract of land for utility and drainage purposes, including the right of installation and maintenance of said public or private utilities, said reservation and easement to be jointly for the benefit of Dickerson Farm and the owners of lots in the above-described lots of land. All utility lines shall be underground, except as specifically approved by the ARC.

19. The rear yard building restriction area as shown on Sheet 3 of 3 of the Record Major Subdivision Plan for Dickerson Farm, Parcel 2, dated August 7, 1988, revised to August 8, 1988, is an area, which contains wetlands. No buildings, structures, ornaments, fences, shelters, streets, roads, driveways, parking areas or other structures shall be constructed, erected, placed, replaced or renovated over those portions of lots adjoining Back Creek in Dickerson Farm identified as being beyond the rear yard Building Restriction Line on the Record Major Subdivision Plan dated August 7, 1988, revised to August 8, 1988; nor may any of the lands, trees, bushes or other natural vegetation within such rear building restriction area be in any way disturbed; nor may such improvements be placed on those portions of such lots designated on the aforesaid Record Major Subdivision Plan as a drainage easement, nor may any trash, grass clippings, leaves, branches or other refuse be placed or dumped in the woods as shown on the aforesaid Plan. Lot owners shall be responsible to keep the drainage easement free of debris and weeds and shall not permit sediment to accumulate or permit the topography to change. If a lot owner fails to properly maintain the drainage easement, the DFSC may come upon the lot and maintain the easement at the lot owner's expense.

20. In order that the provisions of these Restrictions may be enforced after the termination of the responsibilities of the ARC under Paragraph 4 hereof, and in order to provide for the common safety and well-being of residents of Dickerson Farm, as well as the benefit of New Castle County, there shall be organized a maintenance corporation known as Dickerson Farm Service Corporation (hereinafter the "DFSC"), whose members shall be all of the record owners of the land within Dickerson Farm.

(a) The purchaser of any lot in Dickerson Farm by the acceptance of a deed to said lot, 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 the duties and obligations imposed by membership in said corporation, but no owner shall have more than one (1) membership.

(b) Each owner of any lot or lots, by acceptance of a deed therefore, is deemed to promise, covenant and agree to pay to the maintenance corporation (1) annual assessments or charges, and (2) special assessments for capital improvements, or other purposes, such assessments to be fixed, established and collected from time to time as hereinafter required, 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 to pay to the *maintenance* corporation his 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

(2) years of assessments for the maintenance costs associated with the maintenance of the common areas. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall be a lien upon the land of said owner in Dickerson Farm and, in addition, shall be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The assessments levied by the association shall be used exclusively for the purpose of the improvement and maintenance of the public and private open spaces, drainage ditches and swales, maintenance, repair and payment for the cost of operating the entrance island and sign, purchase of any insurance, if the Board of Directors deems it appropriate, enforcement of these Restrictions, including but not limited to employment of counsel, and \*for performing ail other acts DFSC is authorized to perform under these restrictions. Notwithstanding the dedication of the streets within Dickerson Farm, the DFSC is authorized (but not required) to collect monies for snow and ice removal for the roadways and streets if, in the opinion of the Board of Directors, the State of Delaware, Division of Highways, has failed to adequately provide for snow and ice removal within the area Dickerson Farm.

Said assessments shall be in sufficient amount to pay for said taxes and like charges and to pay the cost of keeping the said areas in good usable and safe condition and to offset any uncollected prior assessments. By a two-thirds (2/3) vote of its members, DFSC may levy other special assessments, the proceeds of which shall be used for the benefit of the land governed hereby.

Until sixty (60) lots have been sold or conveyed by Declarant and/or any entity, organization or individual

connected or related to Declarant, to subsequent grantees who have or will construct residences in Dickerson Farm, Declarant shall exercise all-rights and duties of the DFSC, *including* the right to levy assessments; provided, however, that Declarant shall pay the same assessments levied by it for all lots owned by it.

(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 after thirty (30) days and shall (i) bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and (ii) include a late payment fee of ten percent (10%) of the amount of the delinquent assessment, which rates may be modified by the vote of a majority of the members of the DFSC. The DFSC 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 attorneys' 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 non-use of the common areas, streets, or common private roadways or abandonment of his or her lot.

(e) It is expressly agreed that the assessments and interest thereon, if any, referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made, and it is expressly agreed that by

acceptance of title to any of the land included in said tract, the owner (not including mortgage) from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay said assessments to DFSC, including any prior unpaid assessments.

(f) By his or her acceptance of title, each owner shall be held to vest in DFSC 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 DFSC 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 charge; provided that such subordination shall apply only to the charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages, and the transferee 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 if there is a surplus at a foreclosure sale, then such surplus shall be subject to lien created in this paragraph.

(h) Declarant, its successors and assigns, shall incorporate under the laws of the State of Delaware, prior to conveyance of the first lot hereunder to a homeowner, a *non-profit* corporation to be *known* as Dickerson Farm Service Corporation ("DFSC") for the benefit of all lot owners as aforesaid, which corporation

shall be charged with the duty of improving and maintaining said public and private open spaces, drainage ditches and swales, in the *condition* required by the New Castle County Code, and discharging all other responsibilities set forth in these restrictions, and shall be charged with the payment of taxes and similar governmental charges as set forth in Paragraph 19(b) hereof. By a two-thirds (2/3) vote of its members, DFSC may take such other action for the benefit of the lands governed hereby.

(i) All of the record owners shall be entitled to one (1) vote<sup>-</sup> for each lot in which they hold the interest of record in fee and "lot," for the purpose of this subparagraph 19(i), shall mean each such parcel of land where said parcel contains or is to contain a single-family dwelling. The 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 lot.

(j) DFSC shall at no time close or obstruct the streets, except insofar as the same shall be temporarily necessary for *maintenance* or repairs. However, DFSC may, by a two-thirds (2/3) vote of its members, implement reasonable security measures for the benefit of the residents of Dickerson Farm and their property, *including* but not limited to the erection of a security gate and guard house at the public *entrance* to Dickerson Farm.

Notwithstanding *anything* in the foregoing paragraph to the contrary, neither the Declarant, nor DFSC, nor any party claiming through them, shall prevent or prohibit members of the general traveling public having lawful reasons therefore from traveling across and upon the



streets or roadways of Dickerson Farm.

21. Failure of the Declarant or DFSC to enforce any of the aforesaid covenants shall not be construed to constitute a waiver of enforcement of any subsequent violations.

22. After the powers of the ARC are transferred by-written document to the DFSC, the covenants, agreements, conditions, reservations, restrictions and charges created and established herein for the benefit of said Dickerson Farm 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 (75%) of the lots contained in Dickerson Farm, and in case only a portion of said tract is intended to be affected, the written consent of the owners of seventy-five percent (75%) of the lots in the portion to be affected shall also be secured. 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, in and for New Castle County, State of Delaware. The consent of any mortgage holding an interest in property within Dickerson Farm shall not be necessary to waive, abandon, terminate, modify, alter or change any of the covenants, agreements, conditions, reservations, restrictions or charge created by this Declaration of Restrictions provided the interests of such mortgages are not materially and adversely affected thereby. Notwithstanding the foregoing, so long as Declarant owns any lots in Dickerson Farm, it shall have the right to amend these Restrictions without the consent of any other lot owner, provided that the amendment is

necessary to comply with any State, County or Federal rule, regulation or law or to correct technical or other errors in these Restrictions.

23. In order to protect the safety of the drinking water in Dickerson Farm, no lot owner within the Natural Resources Protection Area as shown on the cover page of the Record Major Subdivision Plan may place upon the lot any lawn, agricultural or other chemical not approved by the water company which owns or maintains the well field.

24. The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall apply to, run with and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any *manner* bind or affect any lands not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise, and no owner of any lot or lots included within the aforesaid metes and bounds shall have any right or easements whether in law, equity or otherwise, in and to any lands not included within the aforesaid metes and bounds, and law, custom or usage to the contrary notwithstanding.

**IN WITNESS WHEREOF**, the said Declarant has caused these presents to be duly executed the day and year first hereinabove written.

DICKERSON FARM, L.P.  
By: It General Partner,  
Patterson-Schwartz &  
Associates, Inc.

(Corporate Seal)

By: \_\_\_\_\_

Attest: \_\_\_\_\_

*Charles E. Schwartz II*  
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State of  
Delaware:  
          :ss.  
New Castle  
County:

This Instrument was acknowledged before me on this 14<sup>th</sup>  
day of April 1992, by \_\_\_\_\_ W. Duncan

Patterson, Vice President of Patterson-Schwartz &  
Associates, Inc., General Partner of  
Dickerson Farm, L.P.

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Notary Public/Attorney At Law