

# ***Thornwood Maintenance Association Deed Restrictions***

***Current Wording March 19, 2003***

## ***1. Private Residences***

Each lot shall be used for private residential purposes only and no buildings of any kind shall be erected or maintained thereon except private dwelling houses, each house being a single family detached home, and being designed for occupancy by a single family.

## ***2. Animals and Pets***

No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of the properties or lots and no horses, cows, goats, hogs, poultry, pigeons, rabbits or similar animals shall be kept on any portion of the properties or lots. No building(s) or improvement(s) shall be erected or maintained on any lot which shall be used for the habitation or enclosure of any animal(s) excepting that usual household pets may be housed within the dwelling houses.

## ***3. Trade, Business, etc.***

No trade or business of any nature whatsoever nor any building designed or intended for such purposes or for industrial or manufacturing purposes or for any dangerous or offensive trade whatsoever shall be erected, permitted, maintained or operated on any of the Land included in said tract; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained upon any of the said Lands.

## ***4. Architectural Control***

No building, shed, fence, wall, retaining wall, pond, post, cover, swimming pool or other construction shall be commenced, erected or maintained upon any lot nor shall any exterior addition to or change or alteration thereof including but not limited to exterior facade color change and/or change in grade or drainage be made until the plans and specifications showing the nature, kind, shape, color, height, materials and proposed location of same shall have been submitted to and approved in writing by Declarant. In granting or withholding any such approval, Declarant shall consider whether such request is in harmony with respect to design and location to surrounding structures and topography. In the event the Declarant or its successors and assigns fail to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, approval thereof will be deemed to have been given by the Declarant. The Declarant shall have the right to assign the power to approve or disapprove at any time in its discretion, to a maintenance corporation, the members of which shall consist of lot owners, or to an Architectural Control Committee (Committee) which shall consist of three owners of record within the subdivision who will be appointed by the Declarant. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant

to this covenant. At any time the then record owners of a majority of the lots shall have the power through the duly recorded written instrument to change the membership of the Committee or to withdraw powers and duties from the Committee or restore to it any of its powers and duties.

***The following standards shall apply with respect to the approval of fences and swimming pools:***

(a) ***Fences.*** No fence shall be erected on any lot closer to the front street line than the rear face of the principal building on said lot. No fence, except a privacy fence as described below, shall be of a height of more than four (4) feet and all such fences shall be post and rail, wood constructed and with no more than three (3) horizontal split rails. Fences which are four feet high must have three horizontal rails the height and width of the entire interior perimeter of such fences may be required by Declarant to be fully covered with wire mesh. In any event, no fence shall be constructed or maintained upon any lot until plans for the design and exact location of the same have been approved by Declarant, its successors or assigns.

(b) ***Privacy Fences.*** Privacy fences are fences which enclose only a small portion of the rear yard close to the building itself; for example, a privacy fence may enclose a rear patio. A board on board type privacy fence may be permitted provided it does not exceed a height of six (6) feet and is constructed of wood. In no event shall any privacy fence enclose an area in excess of 500 square feet, nor shall any section thereof exceed 25 feet in length. In any event, no privacy fence shall be constructed or maintained upon any lot until plans for design, color and exact location for the same have been approved by Declarant, its successors or assigns.

(c) ***Swimming Pools and Swimming Pool Fences.***

No above-ground swimming pool shall be constructed or maintained on any lot. One in-ground swimming pool on each lot may be permitted to be constructed and maintained. Any in-ground swimming pool must be enclosed with a post and split rail fence no higher than four (4) feet and no more than three (3) horizontal rails. The height and width of the entire interior perimeter of a swimming pool fence must be fully covered with wire mesh. In any event, no such swimming pool or swimming pool fence shall be constructed or maintained upon any lot until plans for the same have been approved by Declarant, its successors and assigns.

***5. Trees, Shrubs and Landscaping***

No live trees exceeding eight inches (8") in diameter at a height of three feet (3') from the ground shall be cut without the prior written consent of the Declarant. In the event any such trees are so cut without having first obtained said consent, the owner of the lot on which said tree is so cut shall forthwith replace it with a tree of like size and variety. The consent required herein shall not be unreasonably withheld and shall be deemed to have been given if not denied within thirty (30) days after receipt by the Declarant of a request for same. In granting or withholding any such approval, Declarant shall consider whether such request is in harmony with respect to designs and location to surrounding structures and topography and whether or not such request is consistent with the policy of leaving trees, shrubs and/or landscaping provided or done by Declarant undisturbed, for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

**6. *Television Antennas, Radio Antennas, and Solar Panels***

No television satellite dish, no radio or television receiving or transmitting antenna or other similar device, (except a normal consumer television receiving antenna mounted on a roof or chimney), shall be constructed, placed or maintained on the outside of any building or dwelling house on any lot. No solar panel or similar device shall be constructed, placed, or maintained on the roof or other outside portion of any building or dwelling house nor maintained on any other portion of any lot.

**7. *Trash Receptacles***

Trash receptacles shall be kept in enclosed areas, hidden from view, excepting that on regular collection days trash receptacles may be placed temporarily at the curb for trash collection purposes. Each owner or occupant shall take all reasonable steps to prevent his garbage and refuse from omitting odors sufficient reasonably to annoy any other occupant or owner.

**8. *Prohibited Vehicles***

No trucks, buses, vans, (except for non-commercial pick-up trucks and vans described below), travel trailers, utility trailers, boat trailers or any other kind of trailers, campers, boats, recreational vehicles as defined in Title 21 of the Delaware Code as amended from time to time, disabled vehicle of any type, shall be kept or maintained, temporarily or permanently, on any lot, street, driveway within the premises, except that such vehicles may be kept wholly within a closed garage. Pickup trucks up to and including ¾ ton and enclosed vans not exceeding 10,000 lbs. G.V.W. and a height of 7 feet are permitted provided such vehicles are not used for commercial purposes. Vehicle repairs, except tire changes and battery service, shall not be conducted within the premises.

**9. *Clothes Lines and Laundry***

No permanent outside clothes lines or clothes line posts are permitted. Portable outside clothes lines, which are approved by Declarant, shall be permissible, provided such portable outside clothes lines are used for drying clothes during daylight hours only.

**10. *Maintenance of Lawns, Shrubs, Sidewalks and Drainage Swales***

All grass, shrubs, hedges, etc. shall be trimmed and maintained in a neat manner. All sidewalks shall be repaired when required and kept free of snow and ice. Each owner of any lot by acceptance of a deed therefor is deemed to covenant and agree to fully maintain at such owner's sole cost and expense any and all drainage swales located on his property, free of debris and obstructions with grass and/or plant growth properly cut and trimmed so that drainage water will properly flow through such swales.

**11. *Signs***

No signs of any nature whatsoever shall be erected, placed or maintained on any lot with in the premises described, except that a standard, single real estate "FOR SALE" sign may be so placed and maintained.

**12. Vegetable Gardens**

No vegetable garden shall be kept or maintained in the side or the front yard area of any lot. Any such garden in the rear yard area of any corner lot shall be screened by shrubbery on the street side.

**13. Window Treatment**

All windows from the exterior shall show white or off-white fabric or color compatible with color of the exterior finish of dwelling. Any disputes regarding color selection or compatibility will be determined in the sole discretion of Declarant, or its assigns.

**14. Ornaments**

No statues, sculptures, painted trees, bird baths, replicas of animals, persons or other like objects, except temporary holiday decorations and flags, may be affixed to or placed on any lot or building where such object would be visible from any street.

**15. Wetlands**

The land contains wetlands as defined in Federal and or State statutes and regulations. The record plan generally shows the location of such wetlands, some of which may be located or will be located within the perimeter of individual lots. No Land containing such wetlands shall be filled, altered, or disturbed, other than in accordance with the laws and regulations of all Federal and State Agencies having jurisdiction.

**16. Term**

These covenants and restrictions shall run with and bind the Land and shall inure to the benefit of and be enforceable by the owners of any Land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of ten (10) years from the date hereof after which time said covenants shall be automatically extended for successive periods of ten (10) years unless nullified by instrument signed by the then owners of two-thirds of the lots and recorded in the office of the Recorder of Deeds in and for New Castle County and State of Delaware.

**17. Amendment**

- (a) These covenants and restrictions may be changed, altered or modified, in whole or in part at any time, by an instrument in writing signed by the owner or owners of two-thirds (2/3) of the lots described hereinabove recorded in the office aforesaid.
- (b) Notwithstanding the foregoing, Declarant reserves unto itself, which shall be deemed to be a personal reservation for so long as Declarant shall own title to any portion of the Land, the right during such time to amend this Declaration without notice to or the prior consent of any other person, firm, or corporation, provided further that if Star States owns a portion of the Land Declarant shall give notice to and obtain the prior written consent to such amendment by Star States, which consent shall not be unreasonably withheld.
- (c) Notwithstanding the foregoing at the time of the conveyance of a dwelling in the properties to any owner, each owner of a dwelling by acceptance of a deed therefor covenants and agrees that the Declarant, so long as it is the developer of any lots within the Land shall have the absolute right to amend this Declaration without the joinder or approval of any other owners of the Lands except Star States, if it then owns any portions of the land by executing and recording such amendment in the Office aforesaid, if such amendment is:

- I* required by Federal, State, County or local law, ordinance, rule or regulation; or
- II* required by any mortgagee of improved lots and dwelling houses in the premises; or
- III* required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or
- IV* required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Government National mortgage Association, Federal Home Loan Mortgage Corporation, 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 premises.

(d) Any amendment under subparagraphs (b) and (c) of this Section 16 shall be by appropriate instrument in writing signed by Declarant, and recorded in the Office of the Recorder of Deeds, in and For New Castle County, State of Delaware.

**18. Remedies**

The following natural or artificial persons have the right to enforce compliance with these covenants and restrictions:

- (a) Declarant
- (b) An owner of any Lot subject to this Declaration either in his, her or its individual capacity or as an officer or member of a committee of any civic association or homeowner’s association for Thornwood.
- (c) Thornwood Maintenance Association, a Delaware corporation.

Each person, firm, or corporation who has violated any of these restrictions or covenants shall be liable for reasonable attorney’s fees and any other expenses incurred, whether or not there is a lawsuit, as a result of such violation or violations by any person who has the right to enforce compliance with these covenants and restrictions. Such reasonable attorney’s fees and costs may be recovered (1) in a separate action for the recovery of the same or (2) in any action for violation of these covenants and restrictions, reasonable attorney’s fees and expenses may be awarded by the court as costs in favor of a person enforcing compliance with these restrictions and against a person who has violated the terms of these covenants and restrictions.

Failure to enforce any violations of these covenants and restrictions shall not be deemed a waiver of the right to do so any time thereafter.”

**19. Declarant**

The term “Declarant” includes Thornwood Development Corporation, a Delaware Corporation. If any other person, firm or corporation engaged in the business of developing the Land and/or construction of homes on the lots contained therein (except for Star States Development Company, its subsidiaries), hereafter acquires title to more than 50% of the lots in Thornwood, then such other person, firm or corporation shall by the terms hereof be substituted for the Thornwood Development Corporation, a Delaware Corporation as “Declarant”.

**20. *Development and Construction***

Moreover, Declarant and any person, firm or corporation with the permission of Declarant and upon such terms as Declarant may impose, may engage in activities prohibited by the terms of this Declaration, so long as such person, firm or corporation is engaged in development of the premises and/or construction of homes on the lots contained therein.

**21. *Severability***

Invalidation of any one of these covenants or restrictions or portions thereof by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

**22. *Assignment of Declarant's Rights***

Notwithstanding anything to the contrary, Declarant reserves the right to assign all rights and duties as Declarant under this Agreement by the execution and delivery of an appropriate assignment document in recordable form.