

# Becks Woods Maintenance Corporation

## DECLARATION OF RESTRICTIONS Single Family Homes

**Becks Woods Maintenance Corporation  
PO Box 184  
Bear, DE 19701**

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# *Becks Woods*

## *Maintenance Corporation*

### **DECLARATION OF RESTRICTIONS**

#### **Single-Family Homes**

This Declaration made this 4th day of August 1989, by BECKS WOODS ASSOCIATES, a partnership organized under the laws of the State of Delaware, hereinafter called "Declarant"

#### **WITNESSETH:**

WHEREAS, Declarant is the owner of all that certain piece, parcel or tract of land being the single family section of BECKS WOODS subdivision located northwest of U.S. Route 40, situate in Pencader Hundred, New Castle County and State of Delaware (155 single family lots), as shown on the Record Resubdivision Plan of Becks Woods, dated March 14, 1989, and recorded March 23, 1989, on Microfilm No. 9708 in the Office of the Recorder of Deeds in and for New Castle County, Delaware, being more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of imposing upon said land certain restrictions and covenants respecting the use thereof:

NOW, THEREFORE, this declaration witnesseth: that for and in consideration of the premises, BECKS WOODS ASSOCIATES, a partnership organized under the laws of the state of Delaware as aforesaid, does hereby covenant and declare that henceforth it shall stand seized of the land and premises more particularly described in Exhibit "A" attached hereto under and subject to the following limitations, reservations, restrictions and conditions which shall be deemed to be covenants running with the land:

#### **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.

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**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 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 the 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 thirty (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 in 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 a 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<sup>1</sup>** 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 construction and with no more than three (3) horizontal split rails. Fences which are four feet high shall 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 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 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 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

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<sup>1</sup> Refer to Amended Fence Restriction Single Family Homes, page 6

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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**

Each owner of a lot in the single family section of Becks Woods Subdivision may install, cut or remove any tree, shrubs, or revise any landscaping within the boundaries of such owner's lot. However, no lot owner may cut, remove, install or otherwise change the condition of any trees, shrubs or landscaping within any of the area designated as open space, parkland, street or boulevard on the Record Resubdivision Plan for Becks Woods. In the event any such trees, shrubs, landscaping are so cut, removed, or the condition thereof changed in violation of the terms hereof by any owner of any of the lots in the aforesaid single family subdivision, or such owner's, agent, employee or servant, such lot owner shall immediately replace said tree, shrub or landscaping with like kind, size and variety.

**6. Television and Radio Antennas**

No television satellite dish, no radio receiving or transmitting antenna or other similar device, no television transmitting antenna or other similar device, no television receiving 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.

**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, except non-commercial pickup trucks and vans described below, travel, utility or boat trailers, campers, boats, disabled vehicles of any description or buses of any description shall be kept or maintained, temporarily or permanently, on any lot, street, or driveway within the premises, except that such vehicles may be kept wholly within a closed garage. Pickup trucks up to and including 3/4 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

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deed therefore is deemed to covenant and agree to maintain any and all drainage swales located on his property.

**11. Signs**

No signs of any nature whatsoever shall be erected, placed or maintained on any lot within 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 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 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 statutes, 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. 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,

**16. Amendment**

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 owners of two-thirds (2/3) of the lots described hereinabove recorded in the Office aforesaid.

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 therefore covenants and agrees that the Declarant, so long as it is the owner of any lots within the premises described in Exhibit "A," shall have the absolute right to amend this Declaration without the joinder of any other owners by executing and recording such 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 in the premises; or
- (c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or

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(d) 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,

**17. Remedies**

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 herein contained. Each person, firm, or corporation who is found by a court, in any action to enforce these restrictions and covenants, to have violated any of these restrictions or covenants shall be liable for reasonable attorney's fees and other expenses as allowed by the court incurred in the prosecution of such action. Failure to so enforce any such violations shall in no event be deemed a waiver of the right to do so thereafter.

**18. Declarant**

The term "Declarant" includes the person executing this instrument. However, if any other person, firm or corporation engaged in the business of developing the premises and/or construction of homes on the lots contained therein acquires title to more than 50% (fifty percent) of the lots in the premises, then such other person, firm or corporation shall by the terms hereof be substituted for the undersigned as "Declarant"

**19. Development and Construction**

Moreover, 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 hereof, so long as such person, firm or corporation is engaged in development of the premises and/or construction of homes on the lot contained therein.

**20. Amendment by Declarant**

Notwithstanding anything herein to the contrary, any 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 premises, the right during such time to amend this Declaration without notice to any party 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,

**21. Severability**

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

# **Amended Fence Restriction Single Family Homes**

**September 15, 1994**

WE, THE UNDERSIGNED, are the majority of the owners of all the land contained in the certain development known as Becks Woods, which said land and premises are subject to the conditions, covenants and restrictions contained in a certain Declaration of Restrictions by Becks Woods Associates, a Delaware partnership, dated August 4, 1989 and recorded in the office of the New Castle County Recorder of Deeds, Deed Record 911, Page 1, providing as follows:

**Section 4, subparagraph (a) - Fences.**

No fence shall be erected on any lot closer to the front street line than the rear face of the principal building of 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 construction and with no more than three (3) horizontal split rails. Fences which are four feet high shall have three horizontal rails. The height and width of the interior of such fences may be required by the Declarant to be fully covered with wire mesh. In any event, no Fence shall be constructed or maintained upon any lot until such plans for same have been approved by the Declarant, its successors or assigns.

WHEREAS, in the above recited Declaration of Restrictions a majority of two-thirds the owners of lots on the plan of Becks Woods have the right to change said restrictions.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the above-cited restrictions are amended by striking paragraph 4 (a) in its entirety and by substituting, in lieu thereof, the following:

**Section 4, subparagraph (a) - Fences (revised 1994)**

No fence shall be erected on any lot closer to the front street line than the rear face of the structural wall of the principal building that projects farthest into the side yard. (Note: The principal building does not include a family room or other such room that extends further into the back yard than the main building.) The fence to the side property lines must be erected parallel to the rear face of the principal building. 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 construction and with no more than three (3) horizontal split rails. Fences which are four feet high shall have three horizontal rails. The height and width of the interior of such fences may be required by the Declarant to be fully covered with wire mesh. In any event, no fence shall be constructed or maintained upon any lot until such plans for same have been approved by the Declarant, its successors or assigns.

*[Signatures and witnesses were duly recorded on the original documents and filed with New Castle County.]*