

PERSIMMON PARK PLACE
DECLARATION OF RESTRICTIONS

1. All residences are intended solely for residential purposes. No residence or lot of any portion thereof may be used for commercial purposes except that the declarant may use all or part of the common elements for fundraising activities. Such exception can be authorized only by the Persimmon Park Place Condominium Council, Inc.
2. There shall be no obstructions of any kind of the common elements nor shall there be any storage in the common elements without prior written consent of Persimmon Park Place Council, Inc.
3. Nothing shall be done or kept in any residence which will increase the rate or cancellation of insurance on the residence or adjoining residences without the prior written consent of Persimmon Park Place Condominium Council, Inc.
4. No animals, Livestock or poultry of any kind shall be raised, bred or kept on any lot or in any residence except that dogs, cats or other legal household pets may be kept subject to rules and regulations to be spelled out in the Code of Regulations or adopted by Persimmon Park Place Condominium Council, Inc.
5. No noxious, offensive or illegal activity shall be carried on in any residence or on any lot nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to other residents and/or property owners.
6. Use and occupancy of all residences shall be subject to those restrictions set forth in the Code of Regulations, Declaration and in any rules promulgated by Persimmon Park Place Condominium Council, Inc. or in these deed restrictions.
7. No residence owner may at any time bring or maintain any action at law or equity for partitioning of any lot, nor bring or maintain any proceeding to subdivide any lot pursuant to any subdivision and land development laws applicable thereto.
8. No common element area intended for parking purposes shall be used for parking any form of transportation otherwise prohibited by the Persimmon Park Place Condominium Council, Inc. This prohibition is intended to permit the Persimmon Park Place Council, Inc. to ban or restrict to certain areas the parking of special purpose vehicles that would detract from the residential appearances of the community-at-large.
9. No resident or owner shall obstruct, post or decorate any of the common elements without the prior written authorization of Persimmon Park Place Condominium Council, Inc.
10. All residences in Persimmon Park Place must be equipped to utilize electricity/gas for heating, air conditioning and cooking. No resident nor owner shall store gasoline, oils, kerosene, fuels or any petroleum products below or above ground within the area of Persimmon Park Place.
11. Any home placed on any lot must have removed its wheels and axles and be permanently affixed to the lot on which it is situate by affixation approved by both the Environmental Committee and by the City of Dover.
12. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family manufactured residential dwelling and permitted accessory structures such as sheds, porches, decks and awnings. Owner or resident must obtain a building permit prior to erecting any structure. Residents and owners shall comply with article 25 of these restrictions.
13. Once construction on any remodeling, reconstruction, alteration or addition is commenced, such construction must proceed without delay until the same is completed. Cessation of work once started and before completion for a continuous period thirty (30) days shall be prima facie evidence of an to abandon the same in its partially completed state and shall be deemed to be a public nuisance.
14. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or so placed against the rear of the dwelling and kept so as not to be visible from any street at any time except during refuse collections.
15. All signs, billboards or advertising structures of any kind are prohibited except upon application to and written permission from the Persimmon Park Place Condominium Council, Inc. excepting property "For Sale" signs which may be displayed upon any lot if the same does not violate the provisions of the Zoning Ordinances of the City Of Dover.
16. No stripped down, partially wrecked, disabled, unlicensed, expired registration, junk motor vehicle or sizable part thereof, shall be permitted to be parked on any street or on any lot.
17. No truck shall be parked overnight or for any longer period of time on any lot or on any street. The definition of "truck" for purposes of this restriction shall be any vehicle larger than van size or ³/₄ ton truck which shall be deemed a "truck" and prohibited. No boats, campers nor RV's shall be parked in Persimmon Park Place at any time.

18. In the event that any dwelling is destroyed in whole or in part by fire, windstorm or for any other cause or act of God, the debris resulting therefrom shall be immediately removed and the lot restored to a slightly condition with reasonable promptness. The replacement dwelling in such circumstances must be a new dwelling. "Reasonable Promptness" shall be ten (10) days or sooner unless any insurance investigation or investigation by any state, city or county or federal agency requires a greater period of time for completion in which case "reasonable time" shall mean immediately after the conclusion of such investigation.

19. No trash, ashes, garbage or other refuse shall be dumped or sorted or accumulated on any lot. No outside burning of woods, leaves, trash, garbage or household refuse shall be permitted.

20. No satellite dishes, exterior television or radio antenna of any kind except 18" satellite dished shall be constructed or erected or installed or allowed to be installed, placed on any lot or dwelling or in any common area. Authorized satellite dishes shall only be installed in the rear of the property.

21. No outdoor clothes pole or clothes lines shall be permitted except for umbrella type clothes lines located directly behind the dwelling.

22. All front, rear and side setback requirements and all height requirements shall be as required by the City of Dover Zoning Ordinance as amended from time to time. Any variance from any requirement granted by the City of Dover through its Board of Adjustments shall be deemed to be in compliance with such requirements.

23. Every dwelling constructed or situated on a lot shall contain a minimum of 750 square feet of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, decks and other out buildings).

24. No owner shall do or cause to be done any work affecting his property situate on his/her numbered lot which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament therein. Any work being performed on a dwelling situate on a lot, which in the sole opinion of the Persimmon Park Place Condominium Council, Inc. violates this paragraph shall be stopped immediately and no recommencing or continuing such work shall be permitted without the consent in writing of the Persimmon Park Place Condominium Council, Inc. No additions can be made to the exterior of any dwelling without in every case first obtaining in writing the consent of the Environmental Control Committee.

25. There is established an Environmental Control Committee (hereinafter "Committee") which shall function as hereinafter spelled out, to wit:

(a) The committee shall be composed of three (3) members to be appointed by the Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant. At any time the Declarant may, at its sole opinion, relinquish to the Persimmon Park Place Condominium Council, Inc. The power of appointment and removal reserved herein to Declarant. Such transfer of power must be evidenced in writing. If Declarant has not transferred such appointment authority within four months after the time when Declarant shall have sold seventy-five (75%) percent or more of the total number of lots with dwellings including Phases II through VI, then such transfer shall occur within thirty (30) days of such time or on October 1, 1992, whichever date first occurs..

(b) All plans and specifications and details for any structure or improvements relating to any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Committee.

(c) There shall be submitted to the Committee two (2) complete sets of plans, specifications and details for the erection or alteration of what is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, details land specifications therefore have received such written approval as herein provided.

(d) The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions; if the design or color scheme of the proposed structure is not in harmony with the general surroundings of such lot and dwelling or adjoining lot and dwelling, or if the plans and specifications submitted are incomplete; or in the event the Committee deems the plans, specifications or details or any part thereof, to be contrary to the interest, welfare or rights of all or any part of the Persimmon Park Place Development. The decisions of the Committee shall be final.

(e) The Committee shall approve or disapprove plans, specifications and details within fifteen (15) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent file.

(f) Neither the Committee nor any architect or agent thereof or council or declarant shall be responsible in any way for any defects in any plans or specifications or details submitted, revised or approved in accordance with the

foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications and details.

(g) In order to preserve the natural quality and aesthetic appearance of the existing geographic areas, all property lines shall be kept free and open one to another and no fences shall be permitted on any lot or lot lines except where, in the opinion of the Committee, a fence or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area.

(h) In order to insure the orderly and aesthetic development of Persimmon Park Place as a residential area of high standards, the Environmental Control Committee shall have the right to modify the proposed front, rear and side setbacks of any dwelling on any lot in order to insure the development of each lot is harmony with the adjacent lots, provided, however, that all setbacks of front, rear and side yards shall comply with the minimum requirements of the City of Dover Zoning Ordinance or any approved variance therefrom.

(i) The Committee may allow reasonable variance and adjustments in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood

26. Each owner shall, at such owner's expense, keep the exterior of its manufactured home in good order and repair and in a clean and sanitary condition and shall do all maintenance that may, at any time, be necessary to maintain the good appearance and condition of the manufactured home.

27. No owner shall, without first obtaining written consent of the Committee, make or permit to be made any structural alteration, improvement or addition in or to a dwelling. No owner shall do any act or work that might impair any easement or hereditament appurtenant to the property or any part thereof without the consent of the Committee and such owner shall be responsible for any and all expenses incurred if such owner obtains written approval pursuant to this paragraph.

28. The Persimmon Park Place Condominium Council, Inc. shall have authority to promulgate such rules and regulations and to render such decisions as it deems necessary from time to time relating to the use of the numbered lots and dwellings and may amend the same from time to time as it may deem fit.

29. Each owner shall comply with the provisions of this Declaration of Restrictions, and also with the provisions of the Declaration, and Code of Regulations for the condominium regime, all decisions and resolutions of the Persimmon Park Place Condominium Council, Inc. and any rules and regulations promulgated by the Council as lawfully amended from time to time and to decisions of the Environmental Control Committee, and failure to comply with such restrictions, provisions, decisions, resolutions, rules or regulations shall be grounds for an action to recover sums due for damages for injunctive relief or pursuant to any other law of the State of Delaware whereby such relief on the above violations would be obtainable.

All present or future owners, their lessees or any other person or persons who utilize the lots and dwelling in any manner are subject to the provisions of this Declaration of Restrictions as well as the Declaration, Code of Regulations, decisions and resolutions of Council and rules and regulations promulgated by the Council and to decisions of the Environmental Control Committee and the mere acquisition or rental of any unity or the mere act of occupancy of any dwelling shall signify that the provisions of this Declaration of Restrictions are accepted and ratified.

30. Declarant, by the recording of this Declaration of Restrictions, is committing all dwellings in Persimmon Park Place to this Declaration of Restrictions.

31. References to "Council" and "Persimmon Park Place Condominium Council, Inc." shall refer to a Delaware corporation which is formed for purposes of managing the business, operation and affairs of Persimmon Park Place and said Council shall manage the dwellings and areas restricted hereunder while the property is under the control of Declarant and later while under the control of the individual dwelling owners, and all of the above deed restrictions shall be enforceable by the Persimmon Park Place Condominium Council, Inc. and its successors and in perpetuity.

32. In addition to enforcement by Persimmon Park Place Condominium Council, Inc. all of these restrictions may also be enforced by any lot owner whose lot is subject to the same. A failure by the Council or any individual lot owner to enforce a violation shall not be deemed a waiver or estoppel or laches as to the subsequent enforcement of such violation nor shall it be deemed a waiver of any future, similar or the same violation. Enforcement shall be in the Court of Chancery or such other appropriate Court having jurisdiction.

33. The declared invalidity of one or more of the restrictions contained in this Declaration of Restrictions, whether in whole or in part, shall not affect the validity of the others, including any parts thereof.

34. These restrictions shall be binding upon the successors and assigns of Persimmon Park Place, L.P., a Delaware limited partnership.

PERSIMMON PARK PLACE RULES

The terms herein shall have the meanings ascribed thereto in the Declaration and Code of Regulations relating to the property known as Persimmon Park Place Condominium, which property has heretofore been submitted to the Delaware Unit Property Act, Title 25, Chapter 22 of the Delaware Code, revised 1974, as amended.

All present and future owners, mortgagees, lessees and occupants of the dwellings and common areas and their tenants, guests, invitees, employees, agents and any other person or entity who or which may use the facilities of the property are subject to and bound by these rules and all amendments hereto.

1. All terms and words used herein shall have the same meaning as given those terms and words by the definitions thereof set forth in Persimmon Park Place Declaration as amended to include the Code of Regulations.
2. The units, numbered lots and dwellings, and the various parts of the common elements shall be used solely for their respective intended purposes, as stated in the Declaration, Code of Regulations, and Declaration of Restrictions.
3. Each owner/resident shall keep his/her unit to which he/she has sole access, in a good state of preservation and cleanliness and shall maintain all landscaping and grass and lot areas in a neat and attractive way. The owner shall be held responsible for the state of preservation and cleanliness of the property.
4. No activity shall be carried on upon the common areas which will cause unreasonable wear and tear to the grounds or damage to the landscaping. No bicycles, toys, tires, tools, ladders, or any other items shall be stored or left on any common areas and there shall be no littering of the common areas.
5. The Persimmon Park Place Condominium Council, Inc. shall be responsible for grass cutting, landscaping and pavement maintenance in the common areas.
6. All property must be free of litter at all times.
7. The only pets permitted are household pets, and such pets shall not disturb the peace of neighbors at any time. All dogs and cats must be restrained on leashes or otherwise restricted when outdoors when outside of the owners' property, i.e., when in any common area or on any road. In accordance with the ordinances of the City of Dover, all pet owners are required to pick up all feces in any common area or on any road or on any other owners' property as well as their own property.
8. It shall be the unit owners' option to maintain lawn lights in operational condition.
9. No motor vehicles shall drive in excess of 15 mph on any road within the boundaries of Persimmon Park Place subdivision.
10. No motor vehicle may operate with a loud or noisy muffler within the boundaries of Persimmon Park Place subdivision.
11. No unlicensed motorized vehicle, boat or RV shall be permitted at any time on any road, any common area or private parking pad in Persimmon Park Place.
12. The number of permanent residents in any unit shall at no time exceed those permitted under the City of Dover Housing Code.
13. No oversized vehicles including, but not limited to, trucks larger than those defined in Paragraph 9.02(f) of the Declaration, tractor trailers, tractor cabs or buses shall be permitted to park in the common areas or in any parking space situate on any lot. This paragraph shall not apply to school buses engaged in the transportation of children to and from school nor does it apply to the Declarant or its successors or assigns during the development stage of any phases in Persimmon Park Place Condominium. This paragraph shall also not apply to delivery trucks in the process of picking up or delivering goods to owners' residences or to the common areas other than roads at Persimmon Park Place.
14. The use or uses of all units, lots and dwellings shall at all times comply with the Zoning Code, Housing Code and other pertinent regulations of the City of Dover, or other governmental agency having jurisdiction.

15. All radio, television, transmission, reception or other electrical equipment of any kind or nature installed or used in each dwelling shall fully comply with all rules, regulations, requirements or recommendations of all public authorities having jurisdiction and of all insurers issuing fire insurance coverage over any portion of the property, and any owner alone shall be liable for any damage or injury caused by any radio, television; transmission, reception, or other electrical equipment in such owner's home. Notwithstanding the provisions of Paragraph 21 of the Declaration of Restrictions appertaining to Persimmon Park Place, satellite dishes less than one meter in diameter are now permitted by virtue of regulations promulgated by the Federal Communications Commission.

16. No owner shall make or permit any disturbing noises or do or permit anything to be done in or about the property which will interfere with the rights, comforts or conveniences of other owners. No owner shall play or operate, or permit to be played or operated, a phonograph, radio or television set or other type amplification equipment in such owner's dwelling at any time, if the same shall be done in a manner which disturbs or annoys other owners or occupants of Persimmon Park Place.

17. No vehicles shall park on grass areas at any time in the common areas as well as on owners' lawn areas.

18. No vehicle shall be parked in such manner as to impede or deny ready access to any entrance to or exit from any home or common area. No owner shall use any common element area to repair, service or wash any automobile or other vehicle. It is prohibited in Persimmon Park Place on any lot, road or common area to perform commercial auto repair services on motor vehicles which shall include auto detailing. Limited auto repair services on vehicle(s) owned by the owner of a lot are permitted only on said owner's lot.

19. No toxic chemical acid or similar substance shall be placed or disposed of in any drain or common area, unless properly neutralized.

20. All persons using the pool and pool area must comply with the rules governing utilization of the pool and pool area. Persons using the pool shall be responsible for their safety and understand they swim at their own risk.

21. No swimming pools on private lots may be constructed without the approval of the Environmental Control Committee. This prohibition is not intended to prohibit the use of small, easily movable, temporary wading pools for young children.

22. Any complaints regarding the maintenance and condition of the common areas or regarding the actions of the Council or its officers, agents, employees or independent contractors, or of the actions of any other owner, or invitees, employees, clients or independent contractors, shall be in to the Council and the Council shall be permitted, except in emergencies a reasonable time in which to study and act the complaint prior to any other action being taken.

23. Any consent or approval given by the Council or its agents under these rules may be revoked or modified at any time.

24. No owner shall permit any inflammable, combustible or explosive fluid, material, chemical or toxic substance to be stored within his home, except in underwriter approved containers.

25. Council will promulgate swimming pool, tennis court and bath house regulations which shall have the same force and effect as these rules when adopted. These Rules be posted where practical.

26. The term owner, as used herein, when referring to any matter of either permitted or prohibited conduct in and about the shall include any guest, invitee, employee, agent, tenant, occupant or mortgagee of any dwelling, any corporate officer (if the unit owner is a corporation) or independent contractor of a unit owner, the singular or the plural, and all genders, as the sense thereof may apply.

27. The Council may, pursuant to the Code of Regulations, amend these rules from time to time.

28. The common areas may be utilized for authorized community-related activities such as fund-raisers, meetings and social events by any owner or owners. The term "authorized" as herein utilized refers to approval by a majority of the Persimmon Park Place Condominium Council, Inc. upon reasonable application for approval.

29. Paragraphs 5 and 9 of the Declaration of Restrictions shall be interpreted to specifically prohibit the storage of old, abandoned or unusable vehicles and furnishings and miscellaneous sundry debris on any lot or common area by any owner.

30. In the event that Council acting on its own or in accordance with a written complaint is required to cut grass, remove debris or abandoned and unusable vehicles at Council's expense, or otherwise enforce the Declaration, Code of Regulations, Restrictions or these Rules, Council shall be authorized to perform such work and to bill by way of special assessment reasonable charges to such offending owner who has failed to perform these activities in accordance with these rules. Prior to Council's exercising its discretion to act in this regard, Council shall be required to request each owner to perform these services and shall serve said owner with a request either personally or by certified mail and to provide owner with (7) days from the date of receipt of such notice in order to afford owner a reasonable opportunity to perform these activities itself or themselves. Notification to perform shall be by letter, either hand-delivered or sent by certified mail and notification of the special assessment shall be in the same manner as receipt of quarterly dues which is by regular mail.

31. In furtherance of Paragraph 19 of the Declaration of Restrictions, all owners at Persimmon Park Place shall be required to remove their trash receptacles [from the front of their property as expeditiously as possible after said trash has been collected. Under no circumstances shall any trash receptacle remain on the front of the property more than twelve (12) hours prior to its intended collection or more than twelve (12) hours after the time of its intended collection.

32. In implementation of Article XIII of the Declaration of Condominium, in the event that Council is required to go to Court to recover unpaid assessments along with interest accruing on said unpaid assessments, Council shall also be permitted to recover its reasonable attorneys' fees and the costs of the action against any unit owner against whom a judgement for unpaid assessments is obtained.

33. In implementation of Paragraphs 29 and 30 of the Declaration of Restrictions for Persimmon Park Place, in the event that Council is required to seek damages or other injunctive relief against any property owner or tenant or occupant, in the event that Council is successful in obtaining such relief, then Council shall also be entitled to have reimbursed to it by such property owner, tenant or occupant reasonable attorneys' fees along with the costs of the action.