

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE  
TO ESTATES AT FARMINGTON

THIS AMENDED AND RESTATED DECLARATION, made this \_\_\_\_ day of 2025, by Estates at Farmington Maintenance Corporation (hereinafter "Declarant" or "EAFMC"), a planned community situate in New Castle County, Delaware consisting of the units and common elements as shown on the declaration plan referenced in the original declaration (herein after the "Original Declaration") dated February 10, 1998 and recorded in the New Castle County Recorder of Deeds Office in Book 2402, Page 288; pursuant to Article II of the Original Declaration, waiver, abandonment, termination, modification, alteration or changes to the Original Declaration may be made upon written consent of the owners of 2/3's of the lots contained within Estates at Farmington, and said written consent having been given;

WITNESSETH:

WHEREAS, Declarant desires to provide for the orderly preservation of property values for the individual dwelling lots and individual dwelling units in and for the benefit of said community and to that end, desires to subject the Property to the covenants and restrictions, hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner thereof

NOW, THEREFORE, THIS DECLARATION WITNESSETH That the Declarant does hereby covenant and declare that it shall hold and stand seized of the Property, subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns

**ARTICLE I**

**GENERAL USE RESTRICTIONS**

**Note:** Where required, Delaware State law and/or New Castle County ordinances supersedes the following Estates at Farmington Maintenance Corporation Deed Restrictions.

**Section 1 Private Residences.** Each lot in the Property shall be used for private residential purposes only and no buildings of any kind, except private dwelling units, shall be erected or maintained thereon, except such outbuildings as are customarily appurtenant to residential dwelling units. Each house shall be used solely for single family purposes and occupancy, for the exclusive use of the single family occupying the house, and shall not be used as a short-term rental for less than 30 days at a time.

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE  
TO ESTATES AT FARMINGTON

**Section 2 Trailers, Mobile Homes, Etc.** No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any lot.

**Section 3 Animals and Pets.** No animals of any kind, other than usual household pets, shall be kept, or maintained on any lot. Livestock, including chickens and roosters, are not permitted. Any animal shelter (ie, doghouse, rabbit hutch, etc.) shall be *made of high-quality materials and high quality craftsmanship*, and shall be no larger than 3'x4'x3' *and only located in the backyard.*

**Section 4 Vegetable Gardens.** No vegetable gardens shall be kept or maintained inside the house or in the front or in any side yard areas.

**Section 5 Television and Radio Antennas.** No permanent or temporary radio receiving or transmitting antenna or temporary television antenna shall be installed, constructed, placed or maintained on any lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling house.

**Section 6 Trash Receptacles.** Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, except for regular collection days, when they may be placed temporarily at the curb.

**Section 7 Prohibited Vehicles.** No Trucks, buses, trailers, utility trailers, campers or disabled vehicles, of any description, shall be kept or maintained on any street, lot or driveway. *All such vehicles shall be in compliance with Delaware State law and/or New Castle County ordinances.*

**Section 8 Fences.** No fence shall be erected on any lot closer to the front street line than the rear face of the dwelling on said lot. No fences shall be of a height of more than six (6) feet and all such fences shall be constructed of current fencing materials. No Chain Link Fence shall be erected on any lot. *All fences shall be properly maintained with no missing, or broken rails, or missing or leaning or fallen posts or sections.*

**Section 9 Lawn Mowing / Yard Maintenance.** The owner of each lot shall be responsible for the maintenance of walkways and driveways adjacent to their respective lots, landscaping, grass and weeds thereon and shall mow said lot at least once during each of the months from March through November.

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE  
TO ESTATES AT FARMINGTON

**Section 10 Above-Ground Swimming Pools.** No owner of any lot shall permit the placement, erection, or maintenance of an above-ground swimming pool on such lot at any time.

**Section 11 Offensive Activity and Noise.** No offensive activity or unreasonably loud noises, shall be conducted on any lot; all noise levels must be in compliance with New Castle County Code and/or Delaware State law. “Offensive activity” is defined as anything being done which is an unreasonable annoyance or nuisance to a neighbor or community including, but not limited to, noise pollution, light pollution, accumulation of rubbish and/or tangible items which effective neighbors or the general aesthetic of the neighborhood.

**ARTICLE II**

**CHANGES IN THE DECLARATION**

These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two thirds (2/3) of the lots located on the Property, which amendment shall be recorded In the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the owner of any of said lots shall, jointly and mutually, have the absolute right to amend this Declaration from time to time without the joinder of any other lot owners by executing and recording an amendment in the Office aforesaid, if such amendment is

(a) required by Federal, State, County of local law, ordinance, rule or regulation, or,

(b) required by any mortgagee of improved lots and dwelling houses on the

Property, or,

(c) required by any title Insurance company Issuing title Insurance to owners and/or mortgagees of the same, or,

(d) required by federal Housing Administration Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, GNMA or by any like public or private institution requiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the Property.

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE  
TO ESTATES AT FARMINGTON

**ARTICLE III**

**ENFORCEMENT**

Enforcement of these covenants and restrictions shall be by any proceeding at law or equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein action of enforcement may be brought by the Declarant, Its successors and assigns or any owner of any lot which is the subject of this Declaration. Declarant reserves the right to assign its power to modify or enforce these covenants and restrictions by an appropriate instrument in writing, recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware.

**ARTICLE IV**

**SEVERABILITY**

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

**ARTICLE V**

**INTERPRETATION**

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

**THIS PORTION INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

AMENDED AND RESTATED DECLARATION OF RESTRICTIONS APPLICABLE  
TO ESTATES AT FARMINGTON

IN WITNESS WHEREOF, the said ESTATES AT FARMINGTON MAINTENANCE CORPORATION Board President, has caused it name to be hereunto set, the day and year first above.

---

Brian Newirth

---

Brenda Yates