

Deed and Agreement

BETWEEN

Woodlawn Trustees, Incorporated

AND

Reuben Satterthwaite, Jr.

CONTAINING

**Restrictions, Covenants, Conditions, Etc.
Relating To**

Woodbrook

**Brandywine Hundred, New Castle Co.
Delaware**

NOTICE

Land in Woodbrook, located in Brandywine Hundred, New Castle County and State of Delaware, will be conveyed subject to the provisions of this Deed and Agreement, dated November 6, 1952 and recorded in Deed Record S, Vol. 52, Page 194, etc.

Inasmuch as the various restrictions, easements, covenants, conditions, etc., which appear herein will not be repeated in the Deeds to purchaser, a copy of this pamphlet should be delivered with each Deed and Contract of Sale, and should be read carefully by the purchaser so that he may have full knowledge concerning the said restrictions, etc.

Upon re-sale of any property in Woodbrook, this pamphlet should be delivered to the subsequent purchaser.

Each Deed for the sale of land in Woodbrook should contain a proper reference to this Deed and Agreement.

WOODLAWN TRUSTEES, INCORPORATED.

COPY

THIS DEED, Made this Sixth day of November, in the year of our Lord one thousand nine hundred and fifty-two.

BETWEEN, Woodlawn Trustees, Incorporated, a corporation of the State of Delaware, Party of the first part,

And

REUBEN SATTERTHWAITE, JR., of the City of Wilmington, County of New Castle and State of Delaware, Party of the second part.

WHEREAS, The said party of the first part is now the owner of a certain tract of land situate in Brandywine Hundred, New Castle County and State of Delaware, known as WOODBROOK, as hereinafter more particularly bounded and described, and a plot showing the number, size, location and description of the lots therein is recorded in the office for the Recording of Deeds, &c., in and for New Castle County and State of Delaware, in Plat Book No. 2, Page 88; and Plat Door Mo. 3. Page 61;

AND WHEREAS, The said party of the first part desires to develop and improve said tract of land and to convey the same unto the said party of the second part for the purpose of subjecting said land to the covenants, agreements, casements, restrictions, conditions and charges as hereinafter set forth, with the understanding that the said tract of land will be immediately reconveyed by the said party of the second part unto the said party of the first part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part,

All

That certain lot, piece or parcel of land, it being the real estate development known as WOODBROOK, situate in Brandywine Hundred, New Castle County and State of Delaware, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the center line of the Rockland Road at a corner of lands of Alfred I. duPont, deceased; thence from said Beginning point along the said center line of the Rockland Road North forty-three degrees, thirty-two minutes, forty

-two seconds West seventy feet to the intersection with the center line of Country Club Drive (at sixty feet wide), a corner of lands of E. I. duPont de Nemours and Company; thence along the said center line of Country Club Drive and along line of lands of the said E. I. duPont de Nemours and Company the eight following courses and distances: North forty-six degrees, twenty-seven minutes, eighteen seconds East one hundred eighty-eight and sixty-four hundredths feet to a point of curve; thence Northeasterly along a line curving toward the South with a radius of five hundred seventy-three and sixty-nine hundredths feet, a distance of two hundred fifty-four and eighty-six hundredths feet to a point of tangency, the said point of tangency being distant from the last mentioned point of curve North fifty-nine degrees, ten minutes, fifty-four seconds East two hundred fifty-two and seventy-seven hundredths feet; thence North seventy-one degrees, fifty-four minutes, thirty Seconds East three hundred fifty-four and sixty-seven hundredths feet to a point of curve; thence Northeasterly along a line curving toward the South with a radius of twenty-eight hundred and sixty-four and ninety-three hundredths feet, a distance of four hundred twenty-seven and seventy-four hundredths feet to a point of tangency, the said point of tangency being distant from the last mentioned point of curve North seventy-six degrees, eleven minutes, eight seconds East four hundred twenty-seven and thirty-five hundredths feet; thence North eighty degrees, twenty-seven minutes, forty-six seconds East eleven hundred seventy-two and seventy-two hundredths feet to a point of curve; thence Northerly along a line curving toward the West with a radius of three hundred eighty-three and seven hundredths feet, a distance of five hundred eight and thirty-eight hundredths feet to a point of tangency, the said point of tangency being distant from the last mentioned point of curve North forty-two degrees, twenty-six minutes, thirty-seven seconds East four hundred seventy-one and eighty-eight hundredths feet; thence North four degrees, twenty-five minutes, twenty-eight seconds East five hundred five and ninety-six hundredths feet to a point of curve; thence Northwesterly along a line curving toward the West with a radius of three hundred eighty-three and six hundredths feet, a distance of four hundred fifty-five and eighty-six hundredths feet to a point of tangency at the intersection with the center line of Cornwall Road (at sixty feet wide), the said point of tangency being distant from the last mentioned point of curve North twenty-nine degrees, forty minutes, eleven seconds West four hundred twenty-nine and forty-three hundredths feet; thence along the said center line of Cornwall Road, along line of other lands of Woodlawn Trustees, Incorporated, South sixty-three degrees, forty-five minutes, forty-one seconds East two hundred fifty-nine and twenty-seven hundredths feet to the intersection with of Cranebrook Road (at sixty feet wide); thence along the said center line of Crane-

brook Road, along line of other lands of Woodlawn Trustees, Incorporated, the three following courses and distances: North four degrees, twenty-five minutes, nineteen seconds East three hundred two and seventy-six hundredths feet to a point of curve; thence Northeasterly along a line curving toward the East with a radius of three hundred and eighty-three and six hundredths feet, a distance of three hundred seventy-eight and forty-six hundredths feet to a point of tangency, the said point of tangency being distant from the last mentioned point of curve North thirty-two degrees, forty-three minutes, thirty-four seconds East three hundred sixty-three and twenty-five hundredths feet; and thence North sixty-one degrees, one minute, forty-eight seconds East one hundred ninety-three and ninety hundredths feet to the intersection with the center line of Sharpley Road (at seventy feet wide); thence along the said center line of Sharpley Road South thirty-two degrees, fifty-seven minutes, forty-one seconds East two hundred eighty-seven and fifty-four hundredths feet to a corner of lands of Harry C. and Sadie C. Hanby; thence by lands of the said Harry C. and Sadie C. Hanby the two following courses and distances: South eighty-one degrees, thirty minutes, nineteen seconds West two hundred seventy-nine and thirty-three hundredths feet to a point, and South eight degrees, twenty-nine minutes, forty-one seconds East three hundred thirty-four and sixty-six hundredths feet to a point; thence partly along line of lands of the said Harry C. and Sadie C. Hanby and partly along line of lands of J. Seward and Charlotte H. Wilson North eighty-one degrees, thirty minutes, nineteen seconds East four hundred seventy-nine and twelve hundredths feet to a point on the Westerly side of Foulkstone Road (at sixty feet wide); thence along the said Westerly side of Foulkstone Road North four degrees, twenty-seven minutes, fifty seconds East one hundred seventy-three and ninety-one hundredths feet to the center line of the said Sharpley Road; thence along the said center line of Sharpley Road North eighty-one degrees, twenty-eight minutes, forty-eight seconds East two hundred thirty-five and eighty-seven hundredths feet to a corner of lands of the real estate development known as Fairfax Farms; thence partly along line of lands of the said Fairfax Farms and partly along line of lands of William H. Wilson South four degrees, twenty-five minutes, forty-two seconds West fourteen hundred thirty-seven and fifty-five hundredths feet to a corner of lands of Lincoln Steel Company; thence by line of lands of the said Lincoln Steel Company the three following courses and distances: South seventy-seven degrees, forty-four minutes, thirty-eight seconds West five hundred eighty-three and thirty hundredths feet to a point; thence South eighty degrees, twenty-seven minutes, forty-four seconds West eight hundred thirty-nine and eighty-two hundredths feet to a point; and thence South two degrees, forty-eight minutes, forty-eight seconds West seven hundred sixty-four and

six hundredths feet to a corner of lands of Alfred I. duPont, deceased; thence by line of lands of the said Alfred I. duPont, deceased, the seven following courses and distances: South seventy-nine degrees, forty-five minutes, forty-three seconds West four hundred eighty-five and eighty-seven hundredths feet to a point; thence South seventy-six degrees, thirty-six minutes, forty-three seconds West two hundred and seven feet to a point; thence South seventy-two degrees, forty-five minutes, thirty-five seconds West two hundred seventy-eight and eighty-seven hundredths feet to a point; thence North fourteen degrees, fourteen minutes, twelve seconds West three hundred thirty-three and seventy hundredths feet to a point; thence North twelve degrees, thirty-six minutes, twelve seconds West one hundred fifty-seven and sixty hundredths feet to a point; thence North thirteen degrees, thirty-seven minutes, twelve seconds West three hundred twenty-one and thirteen hundredths feet to a point; and thence South seventy-one degrees, fifty-four minutes, thirty seconds West nine hundred eighty-seven and five hundredths feet to the said center line of the Rockland Road and the place of Beginning. Containing within said metes and bounds sixty-five and seventy-nine hundredths acres of land, be the same more or less.

BEING a part of the same lands and premises conveyed unto the said Woodlawn Trustees, Incorporated, by the two following Indentures:

No. 1. Bearing date the sixth day of June, A. D. 1919, executed by Woodlawn Company, a corporation of the State of Delaware, and recorded in the office for the Recording of Deeds, &c., in and for New Castle County and State of Delaware, in Deed Record N, Volume 28, Page 1, &c., being a part of Description No. 71(r) in said Indenture. and a part of Description No. 79.

No. 2. Bearing date the sixth day of August, A. D. 1946, executed by E. I. duPont deNemours and Company, a corporation of the State of Delaware, and recorded in the office for the Recording of Deeds, &c., in and for New Castle County and State of Delaware, in Deed Record I, Volume 46, Page 428, &c.

The lands and premises herein described, known as "WOODBROOK" are conveyed subject to the following limitations, reservations, restrictions and conditions, during the term or terms hereinafter mentioned, which limitations, reservations, restrictions and conditions should be recited or referred to in every conveyance or conveyances of said land or any portion thereof during such time as they or any part of them shall continue.

Block letters and lot numbers as used herein refer to Block letters and Lot numbers as they appear on a plot of "WOODBROOK" recorded in the office of the Recorder of Deeds, &c., in and for New Castle County and State of Delaware, in Plat Book No. 2, Page 88.

1. The lots, except as hereinafter provided, shall be used for private residential purposes only, and no buildings of any kind shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences, each house being detached and being designed for occupancy by a single family, together with a private garage for the exclusive use of the respective owner or occupant of the lot upon which such garage is erected.

2. Buildings to be used for schools, churches, libraries or for recreational, educational, religious or philanthropic purposes may be erected and maintained in locations approved by said Woodlawn Trustees, Incorporated, provided the design of such buildings be approved by said Woodlawn Trustees, Incorporated, and further provided there has been filed in the office of the Recorder of Deeds, in and for New Castle County, an Indenture or other Instrument of Writing executed by the said Woodlawn Trustees, Incorporated, approving the location, design and limiting the uses to which such buildings may be put.

3. No trade or business other than such as are above enumerated, nor any building designed or intended for such purpose or for industrial or manufacturing purposes, or for any dangerous or offensive trade or business 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, nor any live poultry, pigeons, hogs, cattle, or other livestock be kept thereon.

4. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until plans and specifications, plot plan and grading plan, or satisfactory information shall have been submitted to and approved in writing by said Woodlawn Trustees, Incorporated. The said Woodlawn Trustees, Incorporated, shall have the right to refuse to approve any such plans or specifications which in its opinion are not suitable or desirable; and in so passing upon such plans and specifications the said Woodlawn Trustees, Incorporated, may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site

upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring properties.

There shall not be erected or permitted upon any of the lands or roadways within the boundaries of the land hereby conveyed any signs, notices or advertising matter of any description unless the written consent of said Woodlawn Trustees, Incorporated, its successors or assigns, has first been obtained.

5. No building or part thereof shall be erected or maintained on any of said lots nearer to the front street or the side street than the set back line shown on said plot, excepting that steps, bay windows, open porches and other projections appurtenant to the front of a building may extend beyond the front set back line subject to the limitations that no projection other than open porches, and door steps and hand rails connected with such steps shall, except in its roof, extend more than four feet beyond the front set back line, nor exceed in any horizontal section, except in the horizontal section of its roof, forty square feet, and that no open porch shall, except in its roof, extend more than ten feet beyond such front set back line. No hedge shall be planted within eighteen inches of any front street line or side street line.

6. Open side yards extending the full depth of the lot shall be left on both sides of every residence. The aggregate width of such side yards shall not be less than thirty per cent of the width of the lot measured on the front set back line thereof. The minimum width of such side yard to be left on either side shall be twelve per cent of the width of the lot measured on the front set back line thereof. No building or structure or any part thereof (detached private garage excepted) shall encroach on any side yards.

7. No detached garage shall be erected on any lot or within the boundaries of the land hereby conveyed with the front wall at a greater distance from the rear lot line than thirty feet. Such a garage may, with the approval of said Woodlawn Trustees, Incorporated, encroach upon said side yards, but shall not be erected or maintained within four feet of any side lot line. However, this clause shall not in any way be construed to alter the set back requirements provided for lots having side yards abutting on one or more streets.

The said Woodlawn Trustees, Incorporated, its successors or assigns, shall in all cases have the right to determine which are the front, side and rear lines of any lot.

8. Easements and rights of way in and over certain lots within the boundaries of the land hereby conveyed are hereby expressly reserved as follows:

(a) In and over the rear eight feet of each lot in Blocks A, D, E, F and K, excepting Lot No. 7, Block K.

(b) In and over the rear five feet of each lot in Blocks B, C, G, H and J.

(c) In and over the side yard of Lot No. 10, Block A, for a distance of three feet Southerly from the Northerly side property line.

(d) In and over the side yard of Lot No. 18, Block A, for a distance of eight feet Northerly from the Southerly side property line.

(e) In and over the side yard of Lot No. 14, Block D, for a distance of three feet Southerly from the Northerly side property line.

(f). In and over the side yard of Lot No. 7, Block E, for a distance of eight feet Westerly from the Easterly side property line.

(g) In and over the side yards for a distance of three feet on each side of the property lines dividing

Lots Nos. 10 and 11 in Block B

Lots Nos. 2 and 3 in Block C

Lots Nos. 23 and 24 in Block D

Lots Nos. 2 and 3 in Block E

Lots Nos. 6 and 7 in Block K

Easements and rights of way are also expressly reserved in and over the land indicated as reservations on said recorded plot.

Such easements and rights-of-way shall be used for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method above

or beneath the surface of the ground, and the said Woodlawn Trustees, Incorporated, shall have the right to enter upon said reserved strips of land for any purposes for which said easements and rights of way are reserved, including the right to trim and keep trimmed in a workmanlike manner all trees and growing things, within said easements and rights of way so as to provide proper clearance for the safety of operation and maintenance of the aforesaid facilities.

9. A further easement and right of way in and over the side yards of Lots Nos. 9 and 10, Block D, Woodbrook, for a distance of five feet on each side of the property line dividing said lots, running from the intersection of the Easterly end of the boundary line between said Lots Nos. 9 and 10, Block D, Westerly along the said boundary line to its intersection with the Easterly side of Welwyn Road, is hereby expressly reserved for the construction, maintenance, operation, removal and re-laying of an eight inch cast iron pipe sewer for sanitary sewer purposes only, with the right of ingress and regress to and over said rights of way for the purpose of operating and maintaining said sewer.

10. All construction, building and plumbing work must be performed in accordance with the applicable existing construction, building and plumbing regulations and be subject to inspection and approval by properly authorized inspectors.

11. Abutting property owners are to be solely responsible for grading, seeding, care and maintenance of ground between the curb and property line and also for the maintenance and care of the sidewalk and curb.

12. All the above recited conditions and restrictions shall be binding upon the said Woodlawn Trustees, Incorporated, its successors and assigns, until the first day of January, A. D. 1972, and shall automatically continue thereafter for periods of ten years each unless and so far as at least two years before the first day of January, A. D. 1972, or two years before the expiration of any subsequent period of ten years, as aforesaid, the owners of sixty per centum of the frontage of each street as shown on said plot shall execute and acknowledge a declaration or declarations re after such period or periods, all or any part of the land affected by any of the several restrictions contained in this deed from any or all of them, and record the same in the office of the Recorder of Deeds, &c., in and for New Castle County and State of Delaware.

IN WITNESS WHEREOF, the said Woodlawn Trustees, Incorporated, has caused its name by Frederick E. Stone, its President, to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

Sealed and Delivered in
the Presence of:

WOODLAWN TRUSTEES, INCORPORATED,

By -

President

Attest -

Secretary

STATE OF DELAWARE

} SS

NEW CASTLE COUNTY

BE IT REMEMBERED, That on this sixth day of November in the year of our Lord one thousand nine hundred and fifty-two, personally came before me, the subscriber, a Notary Public for the County and State aforesaid, Frederick E. Stone, President of Woodlawn Trustees, Incorporated, a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the said President is in his own proper handwriting, that the seal affixed hereto is the common and corporate seal of said corporation, and that his act of signing, sealing, executing, acknowledging and delivering said Indenture was duly authorized by the Board of Directors of said corporation.

GIVEN under my Hand and Seal of office, the day and year aforesaid.

Thomas Tatnall

Notary Public.

**DEED
AND
AGREEMENT**

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Woodlawn Trustees, Incorporated

AND

Reuben Satterthwaite, Jr.

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BRANDYWINE HUNDRED
NEW CASTLE COUNTY
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