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**AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
OF YORK FARMS MAINTENANCE CORPORATION**

WHEREAS, the York Farms Maintenance Corporation (Corporation) is an association of homeowners in the development known as York Farms;

WHEREAS, a Declaration of Restrictions for York Farms dated March 9, 1994 was recorded in the New Castle County Recorder of Deeds office at Book 1721, Page 246 and is titled "Declaration of Restrictions, York Farms" (Declaration);

WHEREAS, the Declaration may be amended;

WHEREAS, the Members of the Corporation hereby intend to amend the Declaration as follows:

**It is hereby resolved that Paragraph 9 of the Declaration is amended to read as follows:**

(9) No fence or wall shall be erected on any part of the Lots thereof between the front lawn and the street. Fences shall be erected only to enclose the rear yards or erected from the rear face of the building on said Lots and to the rear Lot line of said Lots. No fence shall be higher than four (4) feet and shall be constructed only of wood and be of the "post and rail" type consisting of vertical posts and three (3) horizontal rails between such posts. Wire mesh fencing may be affixed to the inside of such fence for the purpose of keeping domestic animals on the premises. Before any such fence is erected, the proposed plans of such shall be submitted to the Architectural Review Committee pursuant to paragraph 14 of this Declaration. Colors other than natural wood are prohibited. Any fence which exists prior to the execution of this Declaration shall be considered grandfathered and not subject to Paragraph 9 however any change in color to such fence must first be approved by the Architectural Review Committee. Any fence which surrounds an in ground swimming pool shall meet the applicable New Castle County code but in no event shall exceed fifty-four (54) inches in height.

**It is hereby resolved that Paragraph 10 is amended to read as follows:**

No boats, trailers, house trailers, commercial vehicles, trailers or untrailered vehicles used for racing or recreational purposes or taxi cabs shall be parked or stored in the driveway of any Lot for more than seven (7) total days per calendar month but in no consecutive period of time greater than seventy-two (72) consecutive hours.



Recreational vehicles are permitted to exist in York Farms so long as they are not used to house persons while they are parked in York Farms. Any commercial vehicle, which would include motor vehicles which contain the displayed name of a commercial or non-profit business or corporate or non-profit logo shall not be stored anywhere in York Farms except in a Lot owner's garage. No motor vehicle shall be stored on a Lot owner's front or rear lawn. A violation of this paragraph may be addressed by the Maintenance Corporation or Architectural Review Committee. If an owner receives a violation pursuant to this paragraph, said Lot owner has 24 hours in which to remove the vehicle and rectify the violation.

**It is resolved that Paragraph 13 shall be amended to read as follows:**

(13)—No signs, notices or advertising material shall be erected or permitted to remain upon any lot, building, street or roadway with the exception of signs indicating the property is "for sale", a political sign or advertisement or the sign of a commercial contractor who has performed a service on or on behalf of said Lot or Lot owner in York Farms. All such signage may not exceed thirty-six (36) inches by thirty-six (36) inches in size and may be displayed on a Lot during the period of time while a contractor is actively working at the Lot but must be removed no later than five (5) days after the final completion of the work.

**It is hereby resolved that Paragraph 14 shall be amended to read as follows:**

(14)—After construction of the original structure on any Lot within the subdivision, no detached structure or addition to the principal structure shall be placed or erected without the consent of the Maintenance Corporation, with the exception that in-ground swimming pools and storage sheds may be placed in the rear yard, such sheds having a maximum size of one hundred sixty-eight (168) sq. ft. and a height not to exceed eleven (11) feet from ground to the top of roof. A maximum of one shed may be erected and maintained on a homeowners Lot. Said storage shed must be erected and maintained on the rear of the homeowners Lots behind the dwelling. Prior to the erection and maintenance of any storage shed, the plans for the same, including the length, width, height, color and proposed materials used shall be submitted to the Architectural Review Committee for approval. The exterior material of the sheds shall have the substantially similar color as the siding and roof of the original dwelling on the lot. All storage sheds erected and maintained on Lots shall be maintained in appearance.

The exterior design of any house erected in said development shall not be changed without receiving written approval from the Architectural Review Committee. Exterior designs shall be interpreted to mean all exterior elements, including but not limited to, entrance doors, garage doors, exterior trim, roofing, shutters, siding, paint colors and fencing style material and color.

No building structure or retaining wall shall be erected, placed or altered on any building or Lot thereof until the building plans, specifications, and plot plan showing the



location of such building, structures or retaining wall have been approved in writing as to conformity and harmony of exterior design with the existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee known as the Architectural Review Committee composed of a committee appointed by the York Farms Maintenance Corporation or by a representative designated by a majority of the members of said committee.

In order to serve on the Architectural Review Committee, you must be a member of the York Farms Maintenance Corporation in good standing which means that all assessments, including any interest, court costs or attorney's fees assessed for non-payment of annual assessments, or any violation fines, have been paid in full and the member has no current financial obligation to the Maintenance Corporation.

In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to the covenant.

**It is hereby resolved that Paragraph 24 of the Declaration is amended to read as follows:**

The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall be binding upon the Maintenance Corporation and all members until January 1, 2020 at which time the same shall automatically be extended for successive periods of five (5) years until within one year prior to January 1, 2020 or within one year prior to the expiration of any successive five year extension, the majority of owners in good standing of the Lots included within York Farms by an instrument in writing duly recorded at the Office of Recorder of Deeds in and for New Castle County, Delaware, modify, alter, change abandon or terminate said Declaration of Restrictions, in whole or in part.

**It is hereby resolved that the following Paragraphs are added to and become part of the Declaration:**

(25)—Each Lot owner or tenant thereof, shall keep all shrubs, weeds, trees, grass or planting on said owner's Lot properly cultivated, pruned and free of trash or other unsightly material. All shrubs, trees and lawns shall be kept in a neat and presentable condition.

(26)—Landscaping pavers and mailboxes, including mailbox posts shall be properly maintained and kept in a presentable condition at all times. All pavers shall be properly aligned in a presentable manner consistent with the prevalent community



standards and norms. All mailboxes and posts attached thereto shall be properly secured and affixed to the ground.

(27)—Each Lot owner shall be responsible to maintain all exterior elements of the dwelling in a neat, clean and presentable manner. Said exterior elements include but are not limited to door trims, siding, shutters, doors, windows, fencing, driveway and roofs.

(28)—No dirt bikes, mopeds, all terrain vehicles or motorized two wheelers (except motorcycles and battery operated children's riding toys), are permitted on the roads, sidewalks, Lots or common areas in York Farms.

(29)—All pets must be kept on a leash when they are not contained in a wholly enclosed fenced and secure area. Each Lot owner is responsible to clean up after their pet while the pet is outside of the dwelling.

(30)—No motor vehicles shall be parked on any lawn or the common areas at any time. No rubble, trash, garbage, landscaping debris, household waste or construction materials may be maintained on any Lot with the exception that building or landscaping materials may be stored for a maximum of thirty (30) consecutive calendar days in the exterior rear of the Lot, behind the dwelling.

(31) Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages; and failure to enforce 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. In the event that the York Farms Maintenance Corporation incurs any expenses, including attorney's fees, in connection with its efforts to enforce the terms hereof, the Lot owner in violation of these covenants shall also be obligated to reimburse the York Farms Maintenance Corporation for all such expenses. Nothing in this Section shall prohibit the York Farms Maintenance Corporation from filing a legal action to collect attorney's fees incurred by the Maintenance Corporation. An enforcement action may be brought by the York Farms Maintenance Corporation, its successors or assigns, or any owner of any land which is the subject of this Declaration.

Upon any violation of any provision of the Declaration, the following actions may be taken by or on behalf of the York Farms Maintenance Corporation (Corporation):

1. Courtesy Warning—the York Farms Maintenance Corporation may send or cause to be sent a courtesy warning in the form of a written notice sent via regular mail describing the specific restriction violated and giving the owner a reasonable period of time to cure the violation. The cure period will generally be ten (10) days from the date of the letter. However, the cure period may be determined in relation to the difficulty, planning and expense associated with rectifying the violation. Such cure period is flexible and shall be determined in the sole discretion of the Corporation. If the owner fails to cure the violation



after the warning is sent, the Corporation shall then determine the next step to take in relation to the severity of this violation.

2. A Violation Letter—The Corporation may send a second written notice to the homeowner in violation. The letter will describe the violation, the time the owner will be given to correct the violation, the action required to collect the violation, the amount of the fine to be imposed and notification that the matter will be turned over to the Association's legal counsel and charges associated will be added to the owner's assessment account. The owner should be given a reasonable period of time, in the sole discretion of the Corporation, to cure the violation and avoid the fine, unless the owner was given notice and opportunity to cure a similar violation within the previous six (6) months. The Board shall inform the owner that they may request in writing a Hearing before the Corporation or the Corporation's designated committee on or before the 30<sup>th</sup> day after the date the owner receives the notice. The Board shall advise that if the Hearing is held before a designated committee, that the owner will have the right to appeal the decision of that committee to the Board upon written notice to the Board. X

3. Hearing—If a Hearing is requested by the owner, the Corporation shall hold a Hearing within thirty (30) days from the date of receipt of the owner's request for a Hearing. The Board will notify the owner of the date, time and place of the Hearing not later than the 10<sup>th</sup> day before the Hearing. If a postponement of the Hearing is requested by either the Board or the owner, it must be granted for a period of not more than ten (10) days. Any additional postponements may be granted by agreement of the parties.

4. Board Decision—After an affirmative decision by the Corporation, or the expiration of the written notice, the Corporation, is hereby authorized to impose fines according to the following schedule for violations of any provisions of the Declaration of Restrictions and/or turn the matter over to its legal counsel for further enforcements:

First Violation	\$50.00
Second Violation	\$100.00
Subsequent Violations	\$200.00

5. Referral of Account to Association Attorney—The attorney is authorized to take whatever action is deemed necessary by the Corporation and believed to be in the best interest of the Corporation, including but not limited to sending Deed restriction violation letters, filing a Notice of Non-Compliance, filing a temporary restraining order, seeking injunction relief by filing suit in the Court of Chancery against the violating homeowner or seeking any other relief permitted by law. The attorney appointed by the Corporation shall have the ability to make demands, seek payment or file lawsuits in any court of competent jurisdiction to collect any fine or assessment levied pursuant to the



Declaration or any amendment thereto. If suit is brought to collect said fine or violation, the offending homeowner shall be liable for the court costs and attorney's fees incurred by the Corporation in the prosecution of said lawsuit.

6. Discretionary Authority—If the violation is in the form of an unauthorized construction of the type that is causing danger or nuisance to the development and time is of the essence or the violation is of a recurring nature, as determined in the sole discretion of the Corporation, the Corporation may immediately turn the matter over to legal counsel for immediate legal action including but not limited to pursuit of a temporary restraining order and/or permanent injunction.
7. Waiver—The Board in its discretion may grant a waiver of any provision in this policy or otherwise modify any of the procedures contained herein upon Petition of any owner showing a personal hardship.
8. Required Action—Nothing contained herein, not otherwise required by the Declaration shall require the Corporation to take any of the specific actions contained herein. The Corporation shall have the right, but not the obligation, to evaluate each deed restriction violation on a case by case basis as in its best judgment deemed reasonable.
9. Amendment—This policy may be amended by the Corporation pursuant to Paragraph 24 of the Declaration.
10. Nothing in this Article shall affect a homeowner's individual right to seek injunctive or other relief to enjoin a homeowner's violation of the Declaration of Restrictions. However, only the Corporation, not any individual owner, has the right to assess fines pursuant to this Article.

### SIGNATURES TO FOLLOW ON NEXT PAGE



Prepared by and return to :  
Law Office of EJ Fornias, PA  
615 W. 18<sup>th</sup> Street  
Wilmington, DE 19802

**STATEMENT OF YORK FARMS MAINTENANCE CORPORATION**

Whereas, the York Farms Maintenance Corporation (York Farms) desires to amend its Declaration of Restrictions (Declaration);

Whereas, the Declaration requires that in order to be amended, a majority of lot owners of York Farms must agree to the proposed amendment;

Whereas, York Farms has obtained the signatures of more than a majority of the lot owners in York Farms who approve of the proposed amendment to the Declaration;

**IT IS HEREBY SWORN TO AND ATTESTED:**

The Board of York Farms has obtained the signatures of the required majority of the lot owners in York Farms who approved the Amendment to the Declaration of Restrictions of York Farms Maintenance Corporation to which this Statement of York Farms Maintenance Corporation is attached. Those signatures were all witnessed by the individual Board members or members of the Approval Committee who have signed this Statement below. By signing this Statement, the individuals hereby swear and attest that they were physically present when lot owners signed the proposed Amendment and that said signatures were given for the express purpose of ratifying and approving the proposed Amendment. Furthermore, the Board of Directors of York Farms will maintain the original signatures of the lot owners. This Statement is being made for



the sake of convenience and cost savings to the members of York Farms and is mean to replace the original signatures which were obtained by the individuals signing below.

Attested to by:

Signature: Marika White

Date: 1/20/16

Marika White  
President of York Farms Maintenance Corporation

Notary: \_\_\_\_\_

Date: 1/20/16

Edward J. Fomias III, Esq.  
Attorney at Law, Notary  
DE Bar ID # 3833  
Perpetual Commission  
Unif. Notarial Acts, 29 Del. C. § 4323(a)(1)

Signature: Virgil Bell

Date: 1/27/2016

Virgil Bell  
York Farms Maintenance Corporation  
Approval Committee

Notary: \_\_\_\_\_

Date: 1/27/16

Edward J. Fomias III, Esq.  
Attorney at Law, Notary  
DE Bar ID # 3833  
Perpetual Commission  
Unif. Notarial Acts, 29 Del. C. § 4323(a)(1)

Signature: Karin Bell

Date: 1/27/2016

Karin Bell  
York Farms Maintenance Corporation  
Approval Committee

Notary: \_\_\_\_\_

Date: 1/27/16

Edward J. Fomias III, Esq.  
Attorney at Law, Notary  
DE Bar ID # 3833  
Perpetual Commission  
Unif. Notarial Acts, 29 Del. C. § 4323(a)(1)