

Radnor Green

Deed Restrictions

Disclaimer

These are the original deed restrictions to Radnor Green. Please note that county regulations supersede these deed restrictions.

BEGINNING at a point in the division line between Radnor Green, Section 2, and Ashbourne Hills, said point of Beginning being the northerly corner for Lot 338, Block X, as shown on the said plot of Radnor Green, Section 2; thence from the said point of Beginning by the division line between Ashbourne Hills and Radnor Green, Section 2, South 51 degrees, 22 minutes, 30 seconds East, 1.856. 20 feet to a point; thence in a southwesterly and westerly direction by the arc of a curve to the right having a radius of 1,500 feet, an arc distance of 1,468.85 feet to a point; thence North 68 degrees, 48 minutes, 44 seconds West, 451.12 feet to a point; thence North 59 degrees, 44 minutes, 50 seconds West, 415.88 feet to a point, which said point is the westerly corner of Lot 341, Block Y; thence continuing the last course a distance of 105.00 feet, more or less, to a point in the center line of the west branch of Naaman's Creek; thence in a Northerly direction up the west branch of Naaman's Creek by the center line thereof a distance of 473.00 feet, more or less, to a point; thence leaving the said creek by the northwesterly boundary of Radnor Green, Section 2, North 38 degrees, 37 minutes, 30 seconds East, 310.00 feet, more or less, to a corner common to Lots 217 and 218, Block R; thence continuing the last course North 38 degrees, 37 minutes, 30 seconds East, 616.41 feet to a point in the northeasterly side of Honeywell Drive (at 50 feet wide); thence thereby South 51 degrees, 22 minutes, 30 seconds East, 10.00 feet to a point; thence by line of Lot 338; Block X, North 38 degrees, 37 minutes, 30 seconds West, 110.00 feet to the place of Beginning. Containing within the said bounds 48.5 acres of land, be the same more or less.

NOW, THEREFORE* THIS DECLARATION WITNESSETH: That the said Har-Bern Construction Company hereby covenants and declares for itself, its successors and assigns, that it does and shall staid seized and possessed at the above described land.

UNDER AND SUBJECT NEVERTHELESS to the following covenants, agreements,

conditions, easements, reservations and restrictions which it is hereby agreed shall be covenants running with the land Included within the aforesaid Plan of Radnor Green and shall be binding upon Har-Bern Construction Company, its successors and assigns, and only upon all of the lands included within the said Plan of Radnor Green, which said covenants, agreements, conditions, easements, reservations and restrictions are hereby imposed for the equal benefit of owners of lots, as the same now are or hereafter may be, shown or established on the aforesaid Plan of Radnor Green.

(1) No structures shall be erected upon any of the land area shown on the aforesaid Plan other than single family detached dwellings, for residential use only, not to exceed two and one half stories in height with attached or detached garages or car ports for not more than two cars. With respect to the area designated on said Plan as "Reserved for Public Open Space" and "Reserved for Public Uses", the right is reserved to Har-Bern Construction Company to install and maintain facilities for utilities, drainage or sanitary sewer purposes over, under and along said areas.

(2) No building shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location of such building shall have been submitted to and approved in writing as to conformity and harmony of external design with existing structures in said development and as to location of the building with respect to topography and finished ground elevation by a committee com-posed of Irving I. Medgebow, Leon Weiner, and Harry Rubenstein, or by a representative designated by a majority of the members of said Committee. In the event of death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. 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 and 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 shall be deemed to have been fully complied with. The committee shall serve without compensation and its power shall cease on June 30, 1960, unless, prior to that date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said development, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

(3) No building shall be erected on any lot, portion thereof or combination thereof, shown on the aforesaid Plan, nearer to the front lot line, or nearer to the side street line than the building setback lines shown on the aforesaid Plan. In any event, no building shall be located on any residential building lot nearer than twenty-five (25) feet to the front lot line or nearer than twenty-five (25) feet to the side street line, excepting that no building shall be erected nearer than thirty-five (35) feet to the front lot line of all lots fronting on Harvey Road; provided, however, the word "building" shall not be construed as including open porches and steps and similar construction projecting beyond the main structure of the building.

No building shall be located nearer than six (6) feet to an interior lot line with a minimum aggregate width of the two side yards of fourteen (14) feet. No dwelling shall be located on any interior lot nearer than twenty-five (25) feet to the rear lot line except in the cases of corner lots which shall be deemed to have no rear lot lines and the dwellings located thereon shall be subject to the aforesaid six (6) feet restriction applicable to interior lot lines. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of the building.

(4) No dwelling shall be erected or placed on any residential building lot which lot has an area of

less than six thousand five hundred (6, 500) square feet or a width of less than sixty-five (65) feet at the front set-back line.

(5) The ground floor area of any main structure and dwelling erected upon the area shown on the aforesaid Plan, exclusive of open porches and garages, shall not be less than seven hundred fifty (750) square feet in the case of a one or one and one-half story structure, nor less than five hundred fifty (550) square feet in the case of a two or two and one-half story structure.

(6) No trade, business, commerce, industry or occupation shall be conducted on any portion of the area shown on the aforesaid Plan or in any building erected thereon, except where a licensed physician or dentist uses a portion of the dwelling house in which he resides as his office.

(7) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(8) No fence shall be erected or permitted on any residential building lot, except to the rear of the main house structure. If a lot owner elects to erect a fence to the rear of his home structure, it shall not be permitted to be over four (4) feet in height and must meet the approval of the Committee.

(9) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

(10) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected or placed on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(11) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes.

(12) Easements are hereby reserved to Har-Bern Construction Company, its successors and assigns, for the installation and maintenance of utilities over, under and along the rear ten (10) feet of all land abutting the boundary lines of Radnor Green or abutting the area designated on said Plan as "Reserved for Public Open Space", and such easements are also reserved over, under and along the rear five (5) feet of all other residential lots now or hereafter laid out on said Plan; like easements are also reserved over, under and along five (5) feet on each and every side lot line. All lots to be conveyed by the said Har-Bern Construction Company, its successors and assigns, shall be subject to any easements, licenses, or other interests in land theretofore granted, conveyed or created to the Delaware Power and Light Company and Diamond State Telephone Company, their successors and assigns. Easements herein reserved or which may hereafter be created may be released in whole or in part by an Instrument in Writing duly recorded and executed by the said Har-Bern Construction Company, or any subsequent developer of Radnor Green; provided, however, that in the event such easement or portion thereof, sought to be released, has been expressly granted to or is being used by any utility company or public authority, the same shall not be released unless such utility company or public authority shall join in the execution of the release.

(13) All conveyances of land on the aforesaid Plan of Radnor Green, without the necessity of any further reservation, shall also be subject to rights-of-way for drainage, sewer or other purposes as

may be shown or designated on said Plan or otherwise of record.

(14) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines, extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(15) Purchasers of any lot or lots on the Plan of Radnor Green across whose lot or lots a drainage right-of-way or sewer right-of-way may pass, as shown on the aforesaid Plan, shall at all times maintain and occupy their lots so as not to interfere with the proper maintenance of said rights-of-way; public utilities and such public authority as may have an interest in such easement shall at all times be entitled to enter upon said easements and abutting land to the extent necessary for the purpose of properly maintaining the same,.

(16) The Har-Bern Construction Company, its successors and assigns, shall not subdivide any lot shown on the aforesaid plan of Radnor Green excepting, however, from such prohibition, and said company, its successors and assigns do hereby expressly reserve the right to convey more or less than a whole lot, and thereby to subdivide for the limited purpose only of correcting minor violations of the restrictions hereinabove set forth relating to side, rear and set back lines and yards wherever misplacement of a building or accessory structure on any lot may so require in order that the conveyance thereof shall comply with such restrictions. In making such subdivision for such limited purpose, it shall not be necessary to obtain the consent or agreement of the owner of any lot shown on the aforesaid Plan.

(17) The foregoing covenants, agreements, conditions, easements, reservations and restrictions shall be binding upon Har-Bern Construction Company, its successors and assigns, and all persons claiming under it, until June 30, 1980, at which time the same shall be automatically extended of successive periods of ten (10) years each unless within one (1) year prior to June 30, 1980, or within one (1) year prior to the expiration of any successive ten (10) year extension, the majority of the then owners of lots included within the aforesaid Plan, by a proper instrument of writing and duly recorded in the Office for the Recording of Deeds, in and for New Castle County, Delaware, modify, alter, change, abandon, or terminate the same, in whole or in part.

(18) If anyone shall violate or attempt to violate any of the covenants, conditions, restrictions, agreements and reservations or easements herein contained, it shall be lawful for any other person or persons owning an real property shown on the Plan of Radnor Green to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate the same and either to prevent him or them from so doing or to recover damages or other dues for such violations.

(19) Invalidation of any one of these covenants, conditions, reservations, restrictions, easements or agreements herein contained shall in no wise affect any of the other provisions which shall remain in full force and effect.

(20) Any dwelling house erected upon the Plan of Radnor Green shall be connected with a sanitary sewer system.

(21) The foregoing covenants, conditions, reservations, restrictions, easements and agreements shall apply to and bind only the land owned by Har-Bern Construction Company, shown on the

aforesaid Plan of Radnor Green and in no event shall the same be construed to apply to or in an manner bind or affect any lands of liar-Bern Construction Company, not shown on the aforesaid Plan.