

Deed and Agreement

BETWEEN

du Pont Building Corporation

AND

E. I. du Pont de Nemours & Company

CONTAINING

**RESTRICTIONS, CONDITIONS, CHARGES
ETC., RELATING TO**

WAWASET

WILMINGTON, - DELAWARE

NOTE:—This Pamphlet should be carefully Preserved.

See notice on next page.

NOTICE

Lots in Wawaset will be conveyed by E. I. du Pont de Nemours & Co. subject to the provisions of the within Deed and Agreement.

As the restrictions, easements, covenants, conditions, charges, etc. affecting Wawaset are contained ONLY in this instrument and will NOT be repeated in the Deeds from E. I. du Pont de Nemours & Co. to purchasers, it is essential that for their information and guidance, purchasers should carefully read this Deed, upon Sale the pamphlet should be given to the subsequent purchaser.

In every transfer of Land in Wawaset a proper reference should be made in the conveyance to this Deed and Agreement.

E. I. du PONT de NEMOURS & CO.

February 28, 1919

This Indenture, Made this 28th day of February, A. D. 1919, by and between duPONT BUILDING CORPORATION, a corporation of the State of Delaware, party of the first part, and E. I. duPONT de NEMOURS AND COMPANY, a corporation of the State of Delaware, party of the second part;

WITNESSETH:

Whereas, the party of the first part is now the owner of a certain tract of land in the City of Wilmington, County of New Castle and State of Delaware, known as Wawaset, as hereinafter more particularly set forth in detail; and

Whereas, the party of the first part desires to convey to the party of the second part said lands for development and improvement purposes, and, to this end, desires that all of said lands may be subjected to certain covenants, agreements, easements, restrictions, conditions and charges, as hereinafter set forth.

Now, Therefore, the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), current lawful money of the United States of America, unto it well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released, conveyed and confirmed, and by these presents does grant bargain, sell, alien, enfeoff, release, convey and confirm unto the said party of the second part, its Successors and Assigns,

ALL

That certain piece or parcel of land situate in the City of Wilmington, County of New Castle and State of Delaware, more particularly bounded and described as follows, to wit:

Beginning at the intersection of the westerly side of Woodlawn Avenue with the northerly side of Seventh Street; thence northerly along the westerly side of Woodlawn Avenue 1744.53 ft. to a stake; thence northwesterly and parallel with the tangent of the center line on Blackshire Road north of Eleventh Street and making an angle of 55° 58' 13" with the said westerly side of Woodlawn Avenue 527.6 ft. to a stake, the said stake being 437.25 ft. distant westerly from the said westerly side of Woodlawn Avenue in a direction parallel with the northerly side of Twelfth Street and 120 ft. distant northerly therefrom; thence westerly and parallel with the northerly side of Twelfth Street 11.75 ft. to a stake in line of James F. Lee; thence southerly along the said line of land of James F. Lee and parallel with the easterly side of Riverview Avenue 120 ft. to the

northerly side of Twelfth Street; thence westerly along the said northerly side of Twelfth Street 77 ft. to the said easterly side of Riverview Avenue; thence northerly along the said easterly side of Riverview Avenue 263.74 ft. to the southwesterly side of Pennsylvania Avenue; thence northwesterly along the said southwesterly side of Pennsylvania Avenue and crossing Riverview Avenue 161.92 ft. to a stake in line of land of P. S. duPont; thence along the following lines of land now or late of P. S. duPont southerly and parallel with the westerly side of Riverview Avenue 178.23 ft. to a stake; thence westerly and at right angles to the westerly side of Riverview Avenue 43.6 ft. to a stake; thence southerly and parallel with the westerly side of Riverview Avenue 54.93 ft. to a stake; thence southwesterly and parallel with the tangent of center line of Nottingham Road north of Eleventh Street and 165 ft. distant at right angles therefrom 265.61 ft. to a stake; thence westerly at right angles to the easterly side of Greenhill Avenue 44.46 ft. to a stake; thence northerly and parallel with the easterly side of Greenhill Avenue 115.73 ft. to a stake; thence westerly at right angles to the easterly side of Greenhill Avenue 130 ft. to a stake in the said easterly side of Greenhill Avenue; thence southerly along the said easterly side of Greenhill Avenue 1896.7 ft. to the point of intersection of the said easterly side of Greenhill Avenue with the northerly side of Seventh Street; thence easterly along the said northerly side of Seventh Street 1114.79 ft. to the place of beginning. Be the contents thereof what they may.

Being the same lands and premises conveyed to duPont Building Corporation by E. I. duPont de Nemours and Company by deed bearing date the 20th day of February, A. D. 1919, and recorded in the office for the recording of deeds, &c., at Wilmington, New Castle County, Delaware, in Deed Record B, Vol. 28, Page 456, &c.

However, Specifically Excepting and Reserving Thereout the beds of all streets as now laid out and shown upon a map of Wawaset filed in the office of the Recorder of Deeds at Wilmington, in and for New Castle County, Delaware.

Together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand, whatsoever of it the said party of the first part in law, equity, or otherwise, howsoever, of, in, and to the same, and every part and parcel thereof.

To Have and to Hold the said lots, pieces or parcels of land, buildings, hereditaments and premises, hereby granted, or mentioned, or intended so to be with the appurtenances, unto the said party of the second part, its Successors and Assigns, to and for the

only proper use and behoof of the said party of the second part, its Successors and Assigns forever.

Subject, However, to the following covenants, agreements, conditions, easements, reservations, restrictions and charges, which it is hereby agreed shall be covenants running with the land and shall be binding upon the party of the second part, its Successors and Assigns, and upon all of the lands included within the aforesaid metes and bounds.

Sub-Division I

Definitions

The word "street" as used in this deed is intended to mean any street, highway or other thoroughfare shown on said plat, or hereafter laid out in said tract, whether designated as street, avenue, road, place, lane, path, way, court, circle or otherwise.

A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than twenty-five (25) feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than twenty-five (25) feet in width, upon which it has its smallest frontage, except in cases where the party of the first part shall designate in this deed, or in any deed conveying any corner lot hereafter made, the street on which such corner lot shall thereafter be considered as fronting. (See Exhibit "A" for "Schedule of Lot Frontages.")

The word "building" as used in this deed is intended to mean either a detached dwelling or a block of two or more attached dwellings.

A "group-house" shall be any building containing more than two dwellings.

A "semi-detached" house shall be any building consisting of only two dwellings.

The word "plot" as used in this deed is intended to mean any piece or parcel of land on which, in accordance with the provisions hereof or of any deed hereafter transferring title thereto, the owner shall have the right to erect a single building, semi-detached house or group-house; a plot may consist of a single lot or of more or less than a single lot.

The words "Plat of Wawaset," "Tract," "Plat," "Tract of Land" as used in this deed are each intended to mean all the land shown on and included in said plat, filed for record as hereinbefore stated.

Sub-Division II

Nuisances

There shall not be erected, permitted, maintained or operated upon any of the land included in said tract any brewery, distillery, malthouse, slaughterhouse, brass foundry, tin, nail, iron or other foundry, limekiln, stone quarry, cement mill, sugar refinery, crematory, graveyard, jail, penitentiary, house of correction, hospital, asylum, sanatorium or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault or any form of privy; nor any plant, manufactory or establishment for the purpose of making or preparing soap, candles, starch, vitriol, vinegar, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosives, baking powder, cream of tartar, gas, asphalt or fertilizer, nor for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; nor shall any noxious, dangerous, or offensive thing, trade or business whatsoever be permitted or maintained on said property; nor shall any live poultry, hogs, cattle or other livestock be kept thereon.

Smoke

No owner or occupant of any part of said tract of land shall cause or permit thereon the emission into the open air of dark smoke or thick gray smoke; the party of the first part expressly reserves, however, the right, for any reason deemed by it sufficient, from time to time to suspend this restriction for definite periods, provided any such suspension shall apply to all the land included in said tract, and it shall become the duty of the party of the first part, prior to such suspension, to leave at or mail to the occupied dwelling-houses on said tract a notice, setting forth the reason for such suspension and the dates when it shall commence and terminate; at the termination of the time specified in any such notice, the restriction shall again become operative to the same extent as if it had never been so suspended.

Sub-Division III

Use of Land

The land included in said tract shall be used for private residence purposes only and no building of any kind whatsoever shall

be erected or maintained thereon, except private dwelling-houses, each dwelling being designed for occupation by a single family, and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected.

It is moreover specifically provided that there shall not be erected on the aforesaid lands any group-houses other than such group-houses as are now erected on lands set aside for such purpose in the original lay-out of Wawaset.

Schools, &c. Limitations

Buildings to be used for schools, churches, libraries, art galleries, museums, apartment houses, clubs and studios, or for recreative, educational, religious or philanthropic purposes, may be erected and maintained in locations approved by the party of the first part within the boundaries of the plat, provided the design, erection and maintenance of such buildings be approved by the party of the first part or the owners of 75% of the land in the tract. The project must also have the approval of the property owners on each side of and immediately opposite the proposed site, and then only provided there has been filed in the proper office of record a deed or other instrument in writing executed by the party of the first part approving, specifying, and limiting the uses to which such building may be put or the business which may be conducted therein; and provided further, that the restrictions contained in Sub-Division II hereof shall in all cases be observed.

Parks and Playgrounds

Parks and playgrounds may be laid out and maintained in locations approved in writing by the party of the first part, or by the owners of 75% of the land in the tract.

Sub-Division IV

Setback

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said tract closer to any street, twenty-five (25) feet or more in width, on which the plot, upon which such building is erected, abuts, than is specified in the "Schedule of Setbacks," hereinafter set out in Exhibit "B" hereof.

Covered Porches

Unenclosed covered porches, the floors of which are not higher than the level of the first floor of the building, may encroach on such restricted areas by projecting thereon not more than ten (10) feet, provided, however, that there is at all times an open space of ten (10) feet between such encroachment and the property line.

Steps, &c.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building may be built and maintained on any part of such restricted areas.

Bay Windows

Single story bay, bow and oriel windows not more than fifteen (15) feet in height (exclusive of foundation or other support) may encroach on such restricted areas by projecting thereon not more than three (3) feet, but the total horizontal plane area of such encroachments on one side of a detached building or of each of a block of buildings shall not exceed thirty (30) square feet.

From Rear

No building, or part thereof, shall be erected or permitted within three (3) feet of the rear line of any plot. Garages excepted.

Garages

A garage shall not be erected within sixty (60) feet of any front street, unless it be made a part of or be attached to or connected with the main building on the plot, nor in any case closer to any side street twenty-five (25) feet or more in width than is specified in the "Schedule of Setbacks," above referred to, but in no event shall any such garage be closer to a side street than the dwelling for which the garage is intended.

The party of the first part shall in all cases have the right to say and determine which are the front, side and rear lines of any plot, and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the party of the first part's judgment and determination thereon shall be final and binding.

The party of the first part hereby designates the streets on which the following lots shall be considered as respectively fronting, viz:

Exhibit "A"

Schedule of Lot Frontages

Block	Lots	Fronts On
1	1-6	Nottingham Road
	7-10	Greenhill Avenue
2	1-7	Blackshire Road
	1	Blackshire Road
3	2, 3, 4, 5, 6, 7	Eleventh Street
	8-9	Blackshire Road
	1-6	Greenhill Avenue
4	7-15	Nottingham Road
	1 & 9	Nottingham Road
5	2-8	Eleventh Street
	10-16	Ridgeway
6	17, 18, 19	Blackshire Road
	1, 27, 28, 29	Nottingham Road
7	2-10	Ridgeway
	11-14	Blackshire Road
8	15, 16, 17	Crawford Circle
	18-26	MacDonough Road
9	1, 2, 3	Crawford Circle
	4-15	Blackshire Road
10	1, 2, 3	Nottingham Road
	4-15	Blackshire Road
11	16-30	Bedford Court
	31-40	Blackshire Road
12	41, 42, 43	Crawford Circle
	1-8	Coverdale Road
13	9-10	MacDonough Road
	11, 12, 13	Crawford Circle
14	14-15	Blackshire Road
	16-21	Saymoure Road
15	1-2	Coverdale Road
	3-16	Blackshire Road
16	17-21	Saymoure Road
	1-16	Nottingham Road
17	17-28	Coverdale Road
	29-31	MacDonough Road
18	1-15	Greenhill Avenue
	16-35	Nottingham Road

Sub-Division V

Free Spaces

Free or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free spaces shall extend the full depth of the plot and shall be in addition to and independent of any free spaces pertaining to or required for any

other building, or any other plot. No part of any building, except as hereinafter provided, shall encroach on these free spaces. The aggregate width of such free spaces required on both sides of any building shall not be less than that shown in the following table:

Minimum Free Spaces

Type of House	Width of House	Total Minimum Free Space
Semi-detached	0-25'	15'
	over 25'	20'
Detached	0-45'	25' 10'
	over 45'	30' 12'

In the case of semi-detached houses, the free space shown is, of course, all on one side as it applies to each dwelling and not the building as a whole.

If the width of any building, by reason of its irregular shape or otherwise, or, if the location of the free spaces required herein in relation thereto, be uncertain, the party of the first part may in all such cases determine what is to be deemed the width of such building and the location of such free spaces, and the decision of the party of the first part in respect thereto shall be final.

Division of Spaces

The minimum width of such free space to be left on either side of any building shall be two-fifths of the minimum aggregate width of the free spaces required for such building. This provision does not apply to semi-detached or group-houses.

Covered Porches and One-story Extensions

Covered porches, the floors of which are not higher than the level of the first floor of the building, as well as one-story extensions of the building, no part of any wall of which is more than fifteen (15) feet above the level of the first floor of the building, may encroach upon such free spaces by projecting thereon not more than ten (10) feet, but not nearer than ten (10) feet to either exterior limit of such free space.

Steps, &c.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas.

Garages

Garages located not nearer than sixty (60) feet to the front street shall not be subject to the provisions of this Sub-Division.

Sub-Division VI

Maximum Width of Buildings

No building or block of buildings more than one hundred and seventy-five (175) feet in width or length shall be erected or maintained; nor hereafter shall there be any building erected or maintained containing more than two dwellings, apartment houses excluded.

Sub-Division VII

Approval of Plans

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 the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the party of the first part and a copy thereof, as finally approved, lodged permanently with the party of the first part. The party of the first part shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plan, it shall have the right to 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 the 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 property.

Sub-Division VIII

Right to Modify

The party of the first part hereby expressly reserves the right at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained in Sub-Divisions III, IV, V, VI and VII hereof, as to any part of said tract then owned by the party of the first part, and with the consent of the then owner as to any other land included in said tract, provided such changes can be made without the objections of the owners of more than one-half in area of the entire tract as being prejudicial to their welfare.

Sub-Division IX

Easements Reserved

Easements and rights-of-way are hereby expressly reserved in and over the rear three (3) feet of each lot, shown on said plat, and

also in and over the strips of land indicated as reservations on said plat; such easements and rights-of-way shall be 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 beneath the surface of the ground.

The party of the first part shall have the right to enter upon said reserved strips of land for any of the purposes for which said easements and rights-of-way are reserved.

The party of the first part reserves the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street to a slope of 2 to 1, but the party of the first part shall not be obligated to do such grading or to maintain the slope.

Sub-Division X

Streets and Parks. Not Dedicated

It is hereby expressly stated and provided that nothing herein contained shall constitute a dedication of any street or park shown on said plat, the title to all such streets being hereby expressly reserved to the party of the first part, nor shall any deed from the party of the first part hereafter made, conveying any part of the land included in said tract, be held to convey the title to or to dedicate the bed of any street, except where expressly so conveyed or dedicated in the deed.

Use of Streets. Right to Grade, Relocate or Close

The party of the first part hereby gives and grants to each owner, hereafter, acquiring title to any of the land included in said tract, the right to such use of the streets shown on said plat as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner; but, subject to such use by said owners, the party of the first part expressly reserves to itself the title to both the surface and beds of all said streets, and the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said user of ingress and egress, and it further expressly reserves the exclusive right to grade, change the grade of, regrade, change the location of, close or partly close any street or private lane shown on said plat, but no change of location or closing shall be made that will materially

interfere with the said right of convenient ingress or egress to and from, or take any portion of, any lot sold or conveyed by the party of the first part prior to such change of location or closing.

Right to Convey

The party of the first part reserves, however, the right to dedicate to public use and the right to convey to any public authority or to any corporation having power to acquire the same, all its right, title and interest in and to any street or park (other than a private park) subject to the rights of property owners as hereinbefore granted.

Sub-Division XI

Sanitary Sewers

The party of the first part covenants and agrees that there will be constructed a sanitary sewerage system for the disposal of the house sewage from buildings to be erected on the land included in said tract, and the owner of any such building shall have the right to use said sewerage system under such rules and regulations as the party of the first part may from time to time adopt; and also subject to such rules and regulations as may be prescribed from time to time by the properly constituted authorities of the City of Wilmington; all connections between any building and said system shall be laid at the expense of the owner of such building.

Right to Convey

The party of the first part reserves the right to dispose, at any time, in whole or in part, of said sewerage system to any state, county, municipal or other public corporation, or to any private or quasi-public corporation, provided, however, it shall not dispose of said sewerage system to any private or quasi-public corporation, in whole or in part, except upon terms that will furnish the property owners with sewer facilities at rates not exceeding those charged by the City of Wilmington.

Sub-Division XII

Maintenance Corporation

In order that the Wawaset Tract may be kept in good order and such details as the cutting of sidewalk lawns, gathering of leaves, the removal of snow from the sidewalks, &c., looked after, it has been decided to provide for the organization of a Maintenance Corporation, whose members shall be residents of Wawaset, and whose business it shall be to properly provide for the maintenance of the tract in addition to that done by the City of Wilmington.

The purchaser of any lot of land comprised in Wawaset shall, by the acceptance of a deed to said land, obligate and bind himself, his heirs or assigns, to become a member of the aforesaid Mainte-

nance Corporation and to be bound by all of its rules and regulations, and to be subject to all the duties and obligations imposed by membership in said corporation.

The Maintenance Corporation will be a mutual one, each lot holder being a member and it shall assess the property owners a tax of two mills per square foot of area per year with a minimum charge of \$5.00 per year. This tax shall remain in force for one year from and after January 1, 1919. After the expiration of this one year period, the members shall then decide on the rate for the next year, or for any period that they may designate. The Maintenance Corporation shall be organized as soon as practical after the completion of the present building programme.

Maintenance Charges

All the land included in said tract (except as hereinafter mentioned) whether owned by the party of the first part or by others, except streets and parks maintained for the general use of owners of land included in said tract, and except land taken or sold for public improvements or uses, shall be subject to an annual maintenance charge at the rate of two mills per square foot of area per year, commencing with January 1, 1919, and thereafter at a rate to be determined by the members of the Maintenance Corporation for the purpose of creating a fund, to be known as the Maintenance Fund, to be paid by the respective owners of the land included in said tract into the treasury of the Maintenance Corporation annually, in advance, on the first day of January in each year, commencing with January 1, 1919.

Adjustment of Charge

Said annual charge may be adjusted from year to year by the Maintenance Corporation as the needs of the property may, in its judgment, require. The party of the first part agrees to pay its proper proportion into said fund for the land owned by it on January 1st of each year.

Sub-Division XIII

Maintenance Charge Liens

It is expressly agreed that the maintenance charges referred to in Sub-Division XII hereof shall be held to be a lien or incumbrance on the land with respect to which said charges are made, and it is expressly stated that by the acceptance of title to any of the land included in said tract the owner, from the time of acquiring title thereto, shall be held to have covenanted and agreed to pay to the Maintenance Corporation all charges provided for in said Sub-Division XII hereof, due and unpaid at the time of his acquiring title, in respect of the land acquired and all such charges thereafter falling due, as long as he shall hold title of record, without the right in any event to reimbursement for charges that he may pay in

advance; a certificate in writing, signed by an officer of the Maintenance Corporation shall be given on demand to any owner liable for said charges, setting forth the status of such owner and of the land, in reference to which the inquiry is made, with respect to said charges; such certificate, in favor of anyone relying thereon to his damage, shall be binding on the Maintenance Corporation.

By his acceptance of title, each owner shall be held to vest in the Maintenance Corporation the right and power, in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may, in the opinion of the Maintenance Corporation, be necessary or advisable for the collection of such charges.

Said charges at the discretion of and with the consent in writing of the Maintenance Corporation, signed by its President or Vice-President, and upon such conditions as it may impose, may be made subject to the lien of any mortgage on any part of said tract, provided such subordination shall apply only to the charges that shall have become payable prior to the passing of title under foreclosure of such mortgage, and nothing herein or in any consent to subordination given by the Maintenance Corporation, shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage.

Sub-Division XIV

Right to Abate Violations

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the party of the first part, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof; and the party of the first part shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

Sub-Division XV

Right to Enforce

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the party of the first part or the owner of any land included in said tract, their respective legal representatives, heirs, successors and assigns, and failure by the party of the first part or any landowner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequently thereto.

Sub-Division XVI

Right to Extend

All of the restrictions, conditions, covenants, charges, easements and agreements, contained herein, shall be in perpetuity, except the provisions contained in Sub-Divisions III, IV, V, VI, VII, VIII, XII, XIV, and XVIII which shall continue in force only until January 1, 1950, but which, in whole or in part, may be extended for a period of twenty (20) years from that date and thereafter for successive periods of twenty (20) years, provided that prior to January 1, 1950, and prior to the expiration of each extension, appropriate instruments in writing consenting to such extension shall be filed for record, signed, executed and acknowledged by the party of the first part and by the owners (not including mortgagees) of not less than two-thirds in area of the land included in said tract, exclusive of streets and parks intended for the general use of the owners of land included in said tract; and provided further that any such extensions may be made separately as to all that part of said tract then lying in any given municipal sub-division, such as an incorporated town, city or county, upon filing for record the consent in manner and form as aforesaid of the party of the first part and of the owners (not including mortgagees) of not less than two-thirds in area of the land included in said tract lying in such municipal sub-division.

Sub-Division XVII

Right to Assign

Any or all of the rights and powers, titles, easements and estates reserved or given to the party of the first part in this deed may be assigned to any one or more corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the party of the first part, the party of the first part thereupon being released therefrom.

Sub-Division XVIII

Schedule of Setbacks

"Schedule of Setbacks" referred to in Sub-Division IV.

Where lots with consecutive numbers are indicated in the following schedule, both numbers given are inclusive.

Where the setback is designated as "Special," no standard setback shall be required, except to such extent as the party of the

first part may specify in any deed hereafter made conveying the lot or parcel of ground referred to.

Exhibit "B"

Schedule of Setbacks

Block	Lots	Setbacks
1	1- 5 inc	35 feet
	6	35 "
	7-10 inc	35 "
2	1- 7 inc	35 "
	3	1, 4, 5
2, 3, 6, 7		Special
8- 9		35 feet
4	1- 6 inc	35 "
	7-15 inc	25 "
5	1- 8 inc	25 "
	9-19 inc	25 "
6	1, 27, 28, 29	25 "
	2-10 inc	35 "
	18-26 inc	35 "
	11-14 inc	25 "
	15, 16, 17	Special
7	1, 2, 3	"
	4-15 inc	25 feet
8	1, 2, 3, 15 & 31, 41, 42, 43	Special
	4-14, 32-35	35 feet
	36-40	25 "
9	11, 12, 13	Special
	All others	25 feet
10	All lots	25 "
11	14, 15, 16	Special
	All others	25 feet
12	1-11 inc	35 "
	11-15, 23-35 inc	25 "
	16-22 inc	Special

And the said party of the first part, for itself, its Successors and Assigns, does by these presents, covenant, grant and agree to and with the said party of the second part, its Successors and Assigns, that the said party of the first part, its Successors all and singular the hereditaments and premises hereinabove described and granted, or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, its Successors and Assigns, against it, the said party of the first part, its Successors and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from, through or under it, them or any of them, shall and will by these presents warrant and forever defend.

In Witness Whereof, the said party of the first part hath caused the hand of its President, and its common or corporate seal to be hereunto affixed the day and year first hereinabove written.

duPONT BUILDING CORPORATION,

By.....
President

Attest:

.....
Secretary

Sealed and delivered in the presence of:

.....
State of Delaware }
County of New Castle } ss:

BE IT REMEMBERED, That on this day of March, A. D. 1919, before me, G. D. Hopkins, a Notary Public in and for the State and County aforesaid, personally appeared , President of duPont Building Corporation, a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and executed and acknowledged this Indenture to be his act and deed and the act and deed of said corporation; that the signature of said President is in his own proper handwriting; that the seal affixed is the common or corporate seal of said corporation, and that his act of executing, acknowledging and delivering said Indenture was duly authorized by resolution of the Board of Directors of said corporation.

GIVEN under my hand and seal the day and year first hereinabove written.

.....
Notary Public.