EXHIBIT
tabbies
17-13A

The Town of Elsmere

11 Poplar Avenue, Elsmere, Delaware 19805
Phone (302) 998-2215 Fax (302) 998-9920

Application for Hearing

☑ **Board of Adjustment**
☑ **Planning Commission**

Petition # 17-13 Filing Fee: $200 Date Received 8/18/17 Received by: clp

Subject Property: 3 Vilone Road

Property is: ☑ Residential ☐ Commercial

Tax Parcel # 1900200049 Zoning District: _____

Applicant name: Dori Kennedy

Address: 3 Vilone Road Telephone # 302-998-2241

City: Elsmere State: DE Zip Code: 19805

Application for Zoning Variance Related to: _____

- ☐ Front yard setback
- ☐ Rear yard setback
- ☐ Side yard setback
- ☐ Lot Area
- ☑ Lot Coverage
- ☐ Fencing
- ☐ Parking requirements
- ☐ Signage

Application for Special Exception Use Permit for the following use: To build a front porch on house.

Application for Appeal of an Administrative decision: _____

By: _____ Date: _____

For the following reasons: _____

_____

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Application for relief other than above: _____

State reasons for this request: I would like a front porch to help improve the look of my home, to socialize, to enjoy the outdoors, to help protect from the weather when entering the front door.

Has a previous application for this property been filed with the Town? Yes (No)

If yes, Petition # _____

If the applicant is not the Legal Owner of the property:

Legal owner information:

Name: Dori Kennedy

Address: 3 Vilone Road Telephone # 302-998-2241

City: Elsmere State: DE Zip Code: 19805

Please submit the following with this petition:

- A copy of a plot plan showing the following: location of the property; a diagram showing the layout, size, and location of existing structures on the property.
- A copy of any deed restrictions on the property.
  NOTE: THE BOARD OF ADJUSTMENT OR PLANNING COMMISSION CANNOT APPROVE ANY APPLICATION PROHIBITED BY DEED RESTRICTIONS.
- Filing fee, payable to the Town of Elsmere.

The undersigned hereby certifies that the legal owner of the subject property is aware of, and agrees to the filing of this application, that the information submitted herein is correct, and agrees to be bound by any decision of the Town of Elsmere Board of Adjustment with respect to the subject property.

NOTE: The legal owner and his/her authorized representative must sign this form.

Applicant's Signature: Dori Kennedy Date: 8/18/17

Legal Owner's Signature: Dori Kennedy Date: 8/18/17

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Site Analysis
Petition 17-13

Property Owner:	Doris L & Paul J Kennedy
Zoning District:	R-1
Address:	3 Vilone Rd, Elsmere, DE 19805
Primary Use:	Single family dwelling
Parcel No.:	19-00200-049

LOT COVERAGE CALCULATIONS

Lot Area in Sq. Ft.: 6,250 Sq. Ft.

Allowable Lot Coverage: 1,875 Sq. Ft. or 30%

Total Coverage: 2,260 +/- Sq. Ft. or 36%

- Building = 616 Sq. Ft.
- Side Porch = 220 Sq. Ft.
- Garage = 320 Sq. Ft.
- Impervious Pave = 630 Sq. Ft.
- Rear Patio = 224 Sq. Ft.
- Concrete Swale = 250 Sq. Ft.

Proposed Addition: 260 Sq. Ft.

Proposed Total: 2,520 Sq. Ft. or 40%

Conclusion: The applicant seeks to add 260 sq. ft. front porch addition.

Required Setbacks: Front: 20' Rear: 30'
Side: 5' Both Sides: 10'

Exiting Setbacks: Front: 25.7' Rear: 35'
Side: 0.5' Both Sides: 4'+/-

Proposed Setbacks: Front: 15.7' Rear: 35'
Side: 0.5' Both Sides: 4'+/-

Conclusion: The applicant seeks to encroach an additional 10 feet into the front yard setback.

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STATEMENT OF FACT

The subject parcel is legal non-conforming in regard to the following facts:

1. Section 225 Attachment 3 of the Code of the Town of Elsmere allows for a maximum lot coverage of 30%. The subject parcel has approximately 36% coverage.

2. Section 225 Attachment 3 of the Code of the Town of Elsmere allows for a maximum side yard setback of 5 feet and 15 feet aggregate. The existing combined side yard setback is 4 feet +/-.

REQUEST BY THE APPLICANT

The applicant seeks to construct a 10' x 26' front attached porch.

ISSUE(S)

1. Section 225 Attachment 3 of the Code of the Town of Elsmere requires a 20 foot minimum front yard setback. The applicant is requesting a 17.5 foot front yard setback.

2. Section 225 Attachment 3 requires a maximum lot coverage of 30%. The applicant is requesting 40% lot coverage.

GRANTING OF THE PETITION

Should the Planning Commission and Board of Adjustment of the Town of Elsmere grant Petition 17-13, the following must occur:

1. The Planning Commission of the Town of Elsmere shall determine that the proposed porch meets the harmonious development intent of Section 225-9 of the Code of the Town of Elsmere.

2. The Board of Adjustment of the Town of Elsmere shall grant a variance from Section 225 Attachment 3 of the Code of the Town of Elsmere to allow for lot coverage of 40%.

3. The Board of Adjustment of the Town of Elsmere shall grant a variance from Section 225 Attachment 3 of the Code of the Town of Elsmere to allow for a front yard setback of 17.5 feet.

4. The applicant shall apply for and obtain permits from the Town of Elsmere Code Enforcement Department within one year of the date of the approval and prior to any construction.

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VARIANCE HARDSHIP WORKSHEET

Town of Elsmere Petition Number: 17-13

Property Owners Name: Dori Kennedy

Person(s) Representing the Property Owner: Self

☐ Additional page(s) attached

Applicants, please be aware that the following are the prerequisites to the granting of a variance:

A variance may be granted when it will not be contrary to the public interest where, owing (due) to special conditions, a literal enforcement of the provisions of the Code of The Town of Elsmere will result in unnecessary and undue hardship.

The term "undue hardship" has a specific legal definition in this context and essentially means that without the requested variance, the applicant will have no reasonable use of the subject property under existing development regulations.

> Personal medical reasons shall not be considered as grounds for establishing undue hardship sufficient to qualify an applicant for a variance.
>
> Economic reasons may be considered only in instances where a landowner cannot yield a reasonable use and/or reasonable return under the existing land development regulations. You have the right to consult a private attorney for assistance.

In order to recommend the approval of or authorize any variance from the terms of the code, the Planning Commission or Board of Adjustment must find all of the following factors to exist:

(1) That special conditions and circumstances exist which are not applicable to other lands, structures or buildings in the applicable zoning classification.

Please explain how this applies:
I would like an open front porch on my house to be able to sit outside, provide a cover for and easier access to my front door.

(2) That the special conditions and circumstances do not result from the actions of the applicant.

Please explain how this applies:
This is how my house was purchased. The front door access has always been cumbersome and hard to enter since there is no landing.

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(3) That granting the variance requested will not confer on the applicant any special privilege that is denied by the provisions of the code to other lands, buildings or structures in the identical zoning classification.

Please explain how this applies:
I've always wanted a front porch to enjoy the outdoors. I always want to improve the character of my house. I believe it will fit in with the neighbourhood.

(4) That literal enforcement of the provisions of the code would deprive the applicant of rights commonly enjoyed by other properties in the identical zoning classification under the provisions of the code and will constitute unnecessary and undue hardship on the applicant.

Please explain how this applies:
Because the property is slightly over the allotted 3%, I am not allowed to build the porch.

(5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure:

Please explain how this applies:
I am not asking for any more than what I feel will fit with our property.

(6) That the granting of the variance will be in harmony with the general intent and purpose of the code and that such use variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Please explain how this applies:
We have spoken with our neighbors and they are all fine with our plans and were excited about us improving the look of our home.

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I understand that all of the above conditions apply to the consideration of a variance and that each of these conditions have been discussed with me by the below-signed Code Enforcement Department representative. I am fully aware that it is solely my responsibility to prove that my petition meets all of the aforementioned criteria.

Signature of applicant: Dori Kennedy

Date: 8/18/17

Signature Code Department Representative: C. Pfennmann

Date: 8/18/2017

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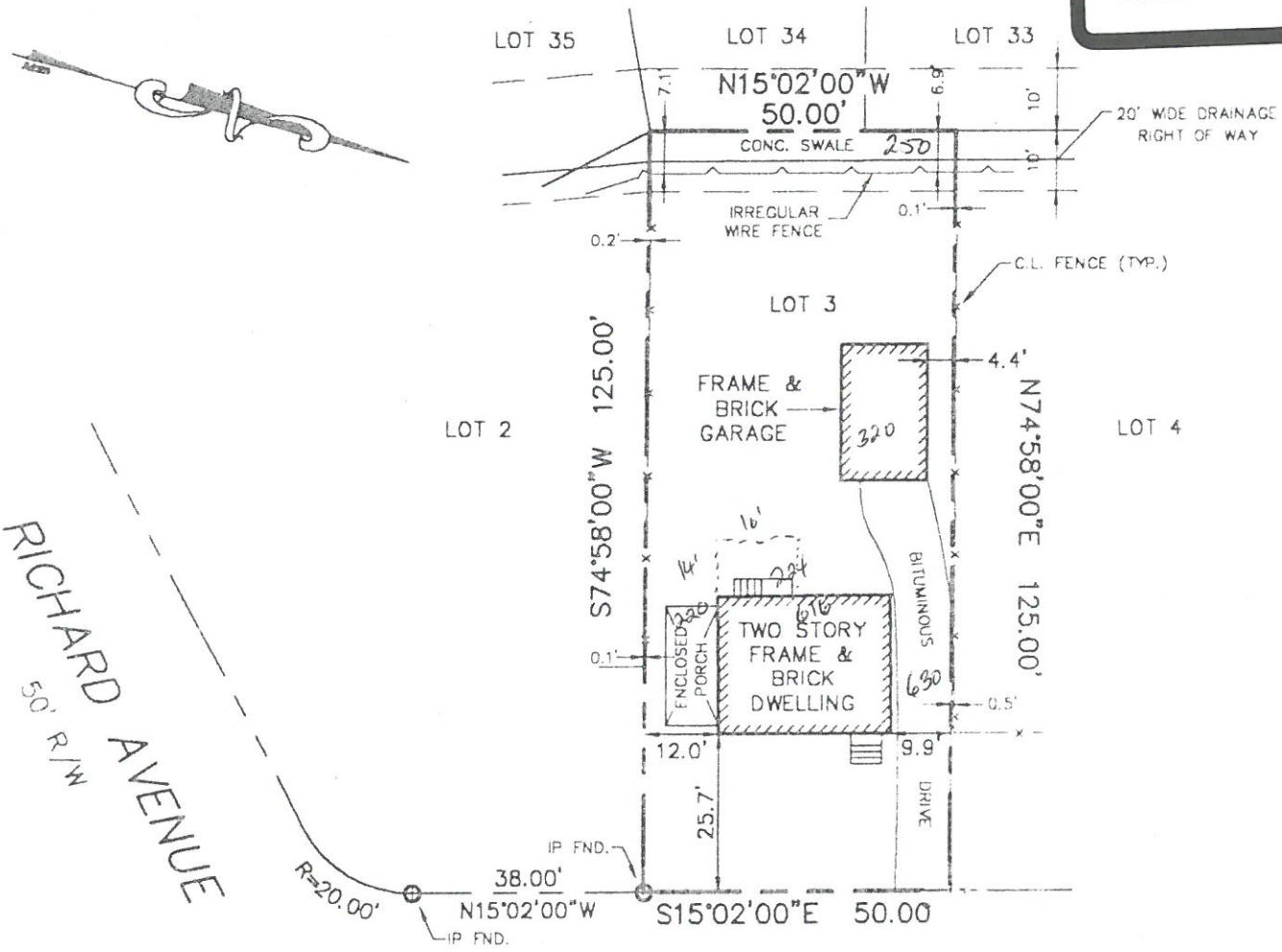
17-13H



VILONE ROAD

50' R/W

Lot = 6250

Exist Coverage = 2260 - 36%

Allow = 1875

Balance = 0 @ 33%

NOTES:

1. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. CORNER MARKERS WERE NOT SET.
2. FENCES, TREES, SHRUBS, DRIVEWAYS, UNDERGROUND UTILITIES AND OTHER NON-STRUCTURAL FEATURES HAVE NOT BEEN LOCATED UNLESS DIMENSIONED TO PROPERTY LINE.
3. PROPERTY IS SUBJECT TO ALL RESTRICTIONS AND EASEMENTS NOTED IN RECORDED DEEDS AND\OR ESTABLISHED BY RECORDED PLANS.
4. UNLESS THIS PLAN HAS THE SEAL AND SIGNATURE OF THE SURVEYOR RESPONSIBLE FOR ITS PREPARATION, IN A COLOR THAT IS DIFFERENT THAN THIS REPRODUCTION, THIS IS NOT AN AUTHORIZED COPY OF THE ORIGINAL PLAN.
5. THIS PLAN SHALL NOT BE USED TO ESTABLISH PROPERTY LINES OR FOR CONSTRUCTION PURPOSES AND SHALL NOT BE REPRODUCED, TRANSMITTED OR COPIED WITHOUT THE WRITTEN PERMISSION OF THE LAND SURVEYOR RESPONSIBLE FOR ITS CONTENT.
6. BASED ON A FIELD SURVEY BY FIRST STATE MORTGAGE SURVEYS ON 09/21/00. FIELD BOOK 1013, PAGE 58.

FIRST STATE MORTGAGE SURVEYS
140 BUNTING DRIVE WILMINGTON DE 19808
(302) 234-7809 FAX (302) 234-7821

DECLARATION

THIS MORTGAGE INSPECTION PLAN WAS PREPARED IN ACCORDANCE WITH THE REGULATION GOVERNING MORTGAGE INSPECTION PLANS ADOPTED BY THE STATE OF DELAWARE EFFECTIVE MARCH 1997.

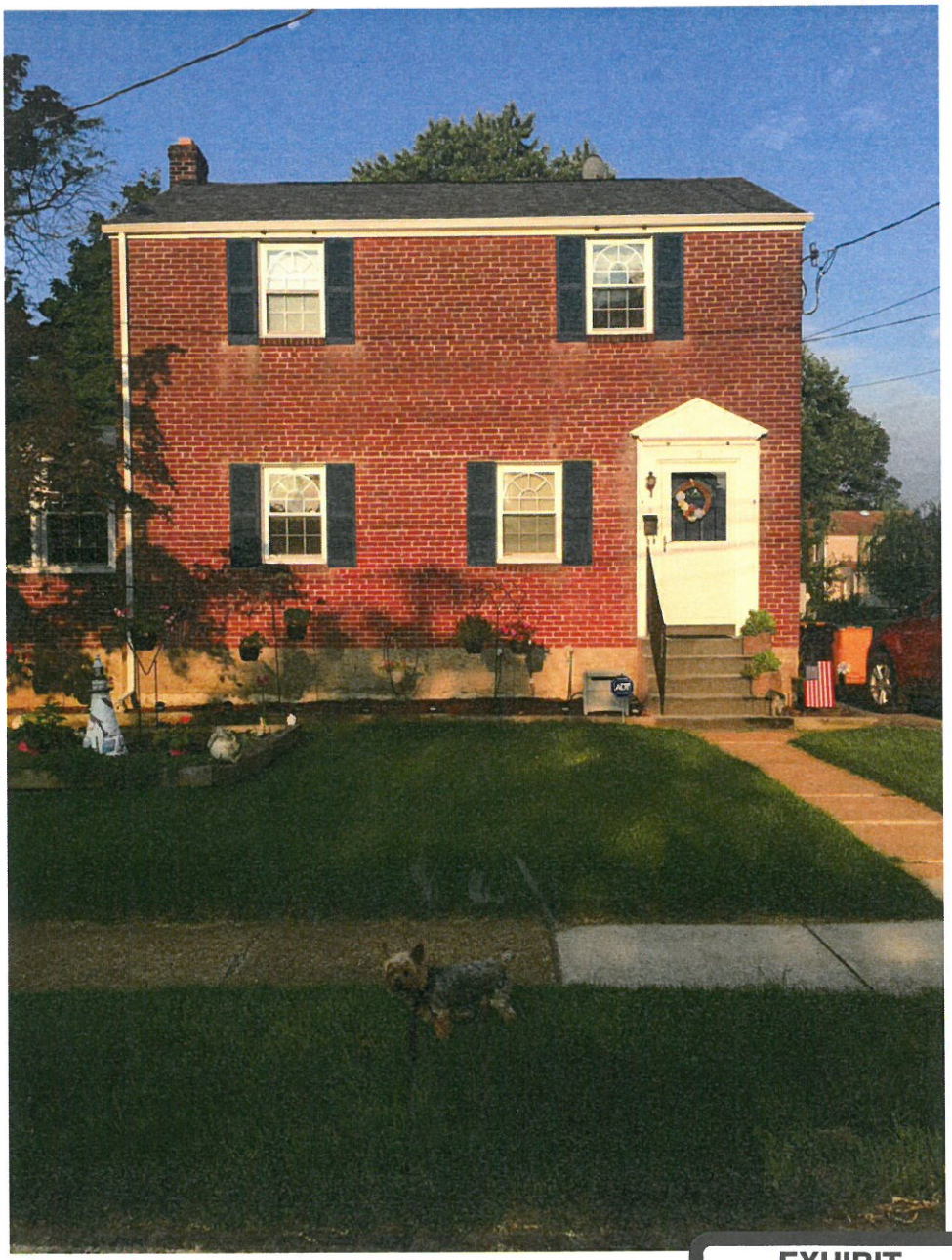
DONNA K. BENNIS
PROFESSIONAL LAND SURVEYOR DEL. NO. 623

MORTGAGE INSPECTION PLAN

DORRI WALLACE
3 VILONE ROAD
LOT 3 - BLOCK N
VILONE VILLAGE
TOWN OF ELSEMERE
NEW CASTLE COUNTY - DELAWARE

SCALE: 1" = 30'	DATE: 09-22-00	JOB NO: 1899
TAX PARCEL NO: 19 002.00 049		DRAWN BY: DKB

REFERENCE IS MADE TO THE PLAN OF VILONE VILLAGE



EXHIBIT

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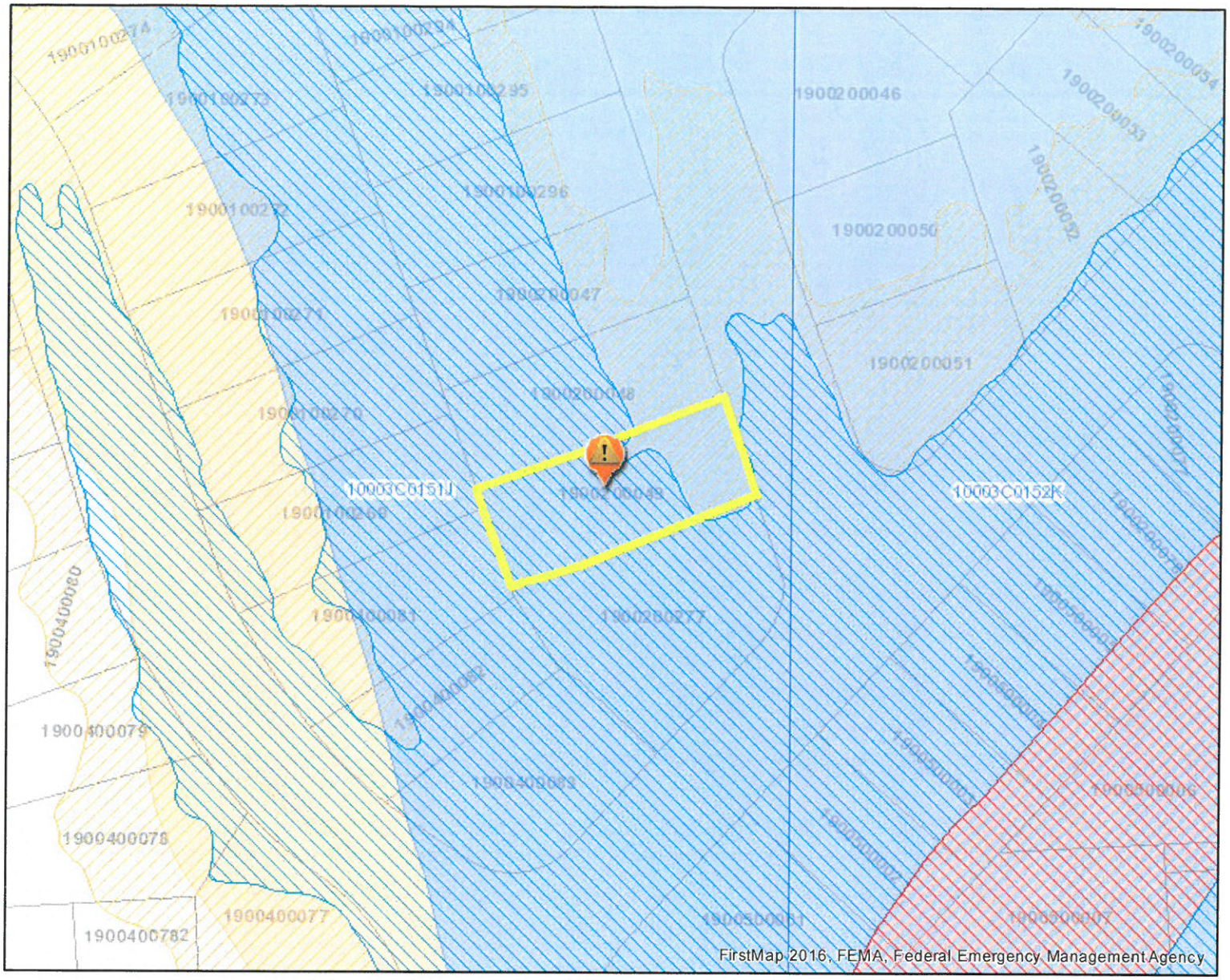
Delaware Flood Planning Tool

Location is **WITHIN** the FEMA 100-year floodplain



Location of flood information

1:1,128

August 21, 2017

Effective Flood Hazard Areas

- A
- AE
- AE, FLOODWAY
- AO
- VE
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD
- Base Flood Elevation
- LiMWA
- Cross Sections
- Transect

Preliminary Flood Hazard

- A
- AE
- AE, FLOODWAY
- X, 0.2 PCT ANNUAL CHANCE FLOOD HAZARD

Contours

- INDEX
- DEPRESSION
- HIDDEN
- INTERVAL

Effective Flood Zone: AE
Preliminary Flood Zone: AE
FEMA Issued Flood Map: 10003C0151J
Effective Date: 1/16/2007
Watershed (HUC12):
Little Mill Creek
Effective Floodway: No
Effective Base Flood Elevation: See profile in FIS Report to determine BFE
Preliminary Floodway: No
Preliminary Base Flood Elevation: 82.4

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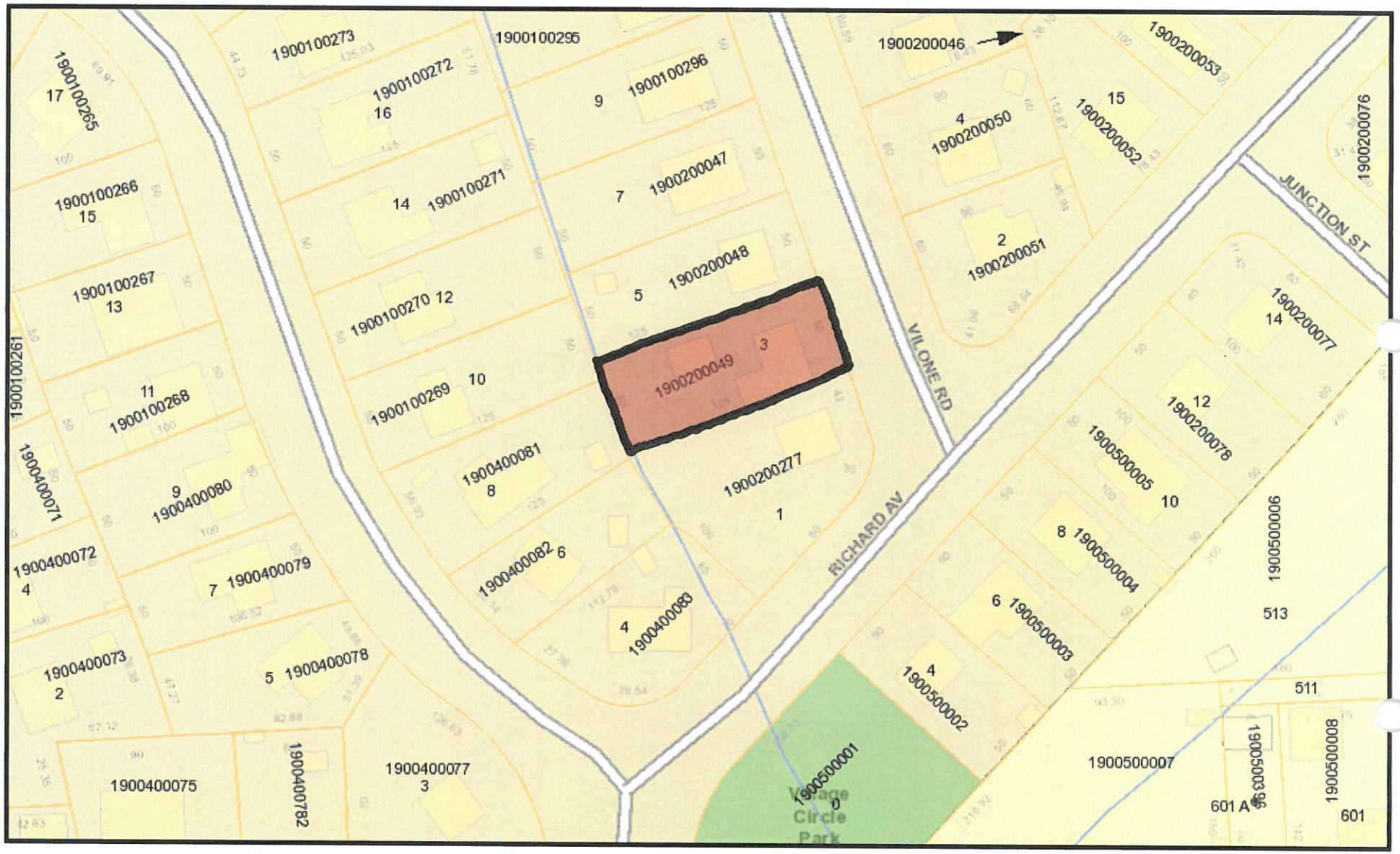
State of Delaware, Department of Natural Resources and Environmental Control



3 Vilone Rd

Author:

New Castle County Delaware GIS: http://gis.nccde.org

Disclaimer: For informational purposes only - not to be used as official documentation.

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EXHIBIT

17-13K

3 Vilone Rd

Author:

New Castle County Delaware GIS: http://gis.nccde.org

Disclaimer: For informational purposes only - not to be used as official documentation.

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EXHIBIT 17-134

EXHIBIT

17-13M

MICHAEL B. BATTAGLIA
RECORDER OF DEEDS
NEW CASTLE CO. DE

Parcel No. 19-002.00-049
William E. Ward, P.A.
2751 Centerville Road
Suite 212
Wilmington, DE 19808
R00-1315

THIS DEED, made this 10th day of October, in the year one thousand (2000),

BETWEEN Wilmington Saving Fund Society, FSB, a Delaware corporation, party of the first part,

BOARD OF ASSESSMENT NEW CASTLE COUNTY REGISTERED

A N D

Doris L. Wallace, of New Castle County and State of Delaware, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ninety Thousand Five Hundred and 00/100 Dollars ($90,500.00), and other good and valuable consideration the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, her heirs and assigns.

ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate in the Town of Elsmere, New Castle County, State of Delaware, and known as Lot No. 3, Block N, on the Plan of Vilone Village, as said Plan is of record in the Office for the Recording of Deeds, in and for New Castle County, State of Delaware, in Plat Record I, Page 89, and more particularly bounded and described in accordance with a survey made by First State Mortgage Surveys, Inc., as follows, to-wit:

BEGINNING at a point on the Southwesterly side of Vilone Road, at fifty feet wide, at a point in the division line between Lots Nos. 2 and 3, Block N, said point being distant 38 feet measured North 15 degrees, two minutes 00 seconds West along the said Southwesterly side of Vilone Road from a point of tangency at the Northwesterly end of a 20 foot radius intersection curve joining the said Southwesterly side of Vilone Road with the Northwesterly side of Richard Avenue at 50 feet wide; thence from said point of Beginning, South 74 degrees, 58 minutes 00 seconds West along the division line between Lots Nos. 2 and 3, Block N, 125 feet to a point in the rear line of Lot No. 34, Block N, said point being in the center line of a 20 foot wide drainage right-of-way; thence North 15 degrees, 02 minutes 00 seconds West along a line dividing Lot No. 3 from Lots Nos. 33 and 34, Block N, and along the center line of said 20 foot wide drainage right-of-way 50 feet to a point in the division line between Lots Nos. 3 and 4, Block N; thence North 74 degrees 58 minutes 00 seconds East along said last mentioned division line 125 feet to a point in the said Southwesterly side of Vilone Road and thence thereby South 15 degrees 02 minutes 00 seconds East 50 feet to the point and place of Beginning, be the contents thereof what they may.

SUBJECT to Restrictions as contained in Deed Record H, Volume 47, Page 381, Deed Record G, Volume 48, Page 21, Deed Record U, Volume 48, Page 31, Deed Record I, Volume 49, Page 154, New Castle County records.

SUBJECT to Utility Agreement as recorded in Deed Record T, Volume 48, Page 298, Deed Record Y, Volume 47, Page 362, Deed Record G, Volume 46, Page 88, New Castle County records.

SUBJECT to Water Agreement as recorded in Deed Record Z, Volume 46, Page 38, Deed Record W, Volume 48, Page 529, New Castle County records.

NCC 044 13:34 0019'00 065 $1,357.50 ST

2/32149

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17-13N

SUBJECT to Notes, Easements, and Restrictions as shown on a Subdivision plan filed in Microfilm Plan # 578, New Castle County records.

BEING the same lands and premises which Betty M. McKeever, Executrice of the Estate of William S. Buchanan, by Deed dated June 26, 2000 and recorded July 18, 2000 in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Deed Book 2863, Page 275, did grant and convey unto Wilmington Savings Fund Society, FSB, in fee.

GRANTEES' ADDRESS:
3 Vilone Road
Wilmington, DE 19805

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed by its President and its common and corporate seal to be by him hereunto affixed, duly attested by its Secretary, the aforesaid day and year.

Wilmington Saving Fund Society, FSB

By: Reynolds A. Giovannozzi, Jr. (SEAL)
Reynolds A. Giovannozzi, Jr. Vice-President

(CORPORATE SEAL)

Attest: Carol A Arnold (SEAL)
Carol A. Arnold, Assistant Secretary

State of Delaware)
)SS.
New Castle County)

The foregoing Deed was acknowledged before me this 10th day of October, 2000, by Reynolds A. Giovannozzi, Jr, Vice-President

Agnes T. Dagg
Notary Public

AGNES T. DAGG
NOTARY PUBLIC OF DELAWARE
My Commission Expires Nov. 6, 2001

No. 2610
Amount $357.50
Date 10/19/00

EXHIBIT tabbies 17-130

Parcel # 1900200049

Property Address: 3 VILONE RD
WILMINGTON, DE 19805-
Subdivision: VILONE VILLAGE
Owner: KENNEDY DORIS L & PAUL J
Owner Address: 3 VILONE RD
WILMINGTON, DE 19805
Municipal Info: Incorporated in ELSMERE PROPERTY TAX AREA

Lot #: 3
Location:
Map Grid: 09603560
Block: N
Census Tract: 123.00
Street Type: NEIGHBORHOOD
Water: PUBLIC
Microfilm #: 000579

Property Class: RESIDENTIAL
Lot Size: 0.14
Lot Depth: 125
Lot Frontage: 50
Street Finish: SIDEWALK

District & Zoning Info

Districts

- **FIRE/RESCUE - ELSMERE**
- **RED CLAY SCHOOL DIST-TRES**
- TRAFFIC ZONE T084 (YR2000)
- NORTH OF C&D CANAL
- COUNCIL 1 - KENNETH R WOODS
- ADD REQ PER SEC 10.3.4.4 DSSR
- FLOODPLAIN-LU
- SEWER DISTRICT NORTHERN-ASMT
- PLANNING 8 - LOWER CHRISTINA
- DE SEN 07-ANTHONY DELCOLLO
- DE REP 13-JOHN L MITCHELL JR

Zoning

- 19R1 - ONE FAMILY DWELLING

Sales History

Owner	Deed	Current Owner?	Multi?	Sale Date	Sale Amount
BUCHANAN WILLIAM S & HELEN F	O47 588	N	N	Not Available	$0.00
REHM JAIME L	2863 275	N	N	6/26/2000	$10.00
WALLACE DORIS L	2912 38	N	N	10/10/2000	$90,500.00
KENNEDY DORIS L & PAUL J	20050415 0035955	Y	N	4/15/2005	$10.00

Tax/Assessment Info

Assessment

Land: 9200
Structure: 41600
Homesite: 0
Total: 50800
County Taxable: 50800
School Taxable: 50800

Tax Bills as of 8/24/2017 3:18:43 AM

	County			School		
Tax Year	Principal Due	Penalty Due	Amt Paid	Principal Due	Penalty Due	Amt Paid
2010A	$0.00	$0.00	$164.30	$0.00	$0.00	$890.12
2011A	$0.00	$0.00	$167.28	$0.00	$0.00	$879.87
2011Q3	$0.00	$0.00	$1.72	$0.00	$0.00	$9.02
2012A	$0.00	$0.00	$174.62	$0.00	$0.00	$905.26
2013A	$0.00	$0.00	$173.62	$0.00	$0.00	$960.63
2014A	$0.00	$0.00	$174.28	$0.00	$0.00	$977.55
2015A	$0.00	$0.00	$173.66	$0.00	$0.00	$1,086.61
2016A	$0.00	$0.00	$173.23	$0.00	$0.00	$1,184.81
2017A	$174.14	$0.00	$0.00	$1,256.94	$0.00	$0.00

Tax Payments as of 8/24/2017 3:18:43 AM

Date Paid	Amt Paid
9/21/2010	$1,054.42
9/22/2011	$1,047.15
5/4/2012	$10.74
9/24/2012	$1,079.88
9/26/2013	$1,134.25
9/18/2014	$1,151.83
9/17/2015	$1,260.27
9/27/2016	$1,358.04

Not Available | $312.99

County Balance Due: $174.14

School Balance Due: $1,256.94

These amounts are valid through the last day of the month. For accounts with delinquent balances, statutory penalty will accrue on the first day of next month.

Sewer History as of 8/24/2017 3:00:02 AM

Tax Year	Principal Due	Penalty Due	Date Paid	Amount Paid
2005S1	$0.00	$0.00	3/1/2005	$162.26
2006S1	$0.00	$0.00	5/31/2006	$290.18
2007S1	$0.00	$0.00	2/27/2007	$260.28
2008S1	$0.00	$0.00	3/4/2008	$204.51
2009S1	$0.00	$0.00	3/10/2009	$185.91
2010S1	$0.00	$0.00	2/24/2010	$153.39
2011S1	$0.00	$0.00	2/16/2011	$159.52
2012S1	$0.00	$0.00	2/13/2012	$132.60
2013S1	$0.00	$0.00	2/13/2013	$121.55
2014S1	$0.00	$0.00	3/25/2014	$91.85
2015S1	$0.00	$0.00	2/19/2015	$103.33
2016S1	$0.00	$0.00	2/24/2016	$103.33
2017S1	$0.00	$0.00	2/22/2017	$103.33

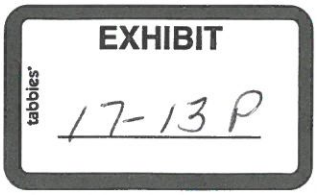
Balance Due: $0.00

These amounts are valid through the last day of the month. Statutory penalty will accrue on the first day of next month.

Residence Characteristics

Residence 0

Building Design:	COLONIAL	Residence Class:	SFD PLATTED LOT
Grade:	AVERAGE	Condition:	VERY-GOOD
Year Built:	1945	# Stories:	2
Total Area (sq. ft.):	1450	Main Floor Area:	836
# Rooms:	7	# Bedrooms:	3
# 1/2 Baths:	0	# Full Baths:	1
# Fam. Rooms:	1	# Fixtures:	5
Roof Type:	GABLE	Roof Material:	ASPHALT
Exterior Wall:	BRICK	Interior Wall Finish:	PLASTER
Floor Finish:	WOOD	Foundation:	CONTINUOUS
Garage Capacity:	0	Basement %:	75%
Basement % Finished:		Basement Finish Type:	
Attic % Finished:			
Unfinished %:		Unfinished Area:	0
Heat Type:	HOT AIR	Air Conditioning:	AIR CONDITIONING
Remodel Year:	0		



EXHIBIT
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17-13Q

to be such, and acknowledged this Power of Attorney to be his act and deed.

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

J. Arthur Larson
Notary Public

J. ARTHUR LARSON NOTARY PUBLIC
APPOINTED AUGUST 2, 1947
TERM TWO YEARS DELAWARE

Received for Record December 31, 1948
Burton S. Neal, Recorder Compared Mullin

WHEREAS, by Declaration dated June 1, 1948, and of record in the Office for the Recording of Deeds in and for New Castle County and State of Delaware in Deed Record G, Volume 48, Page 21, Alfred J. Vilone and Olga M. Vilone, his wife, the record owners, imposed certain restrictive covenants and conditions upon a certain tract of land situate in the Town of Elsmere, New Castle County aforesaid, being a portion of the land shown upon a plan of Vilone Village about to be filed of record in the Office aforesaid, and more particularly described in said Declaration; and,

WHEREAS, the said Alfred J. Vilone and Olga M. Vilone, his wife, have since granted and conveyed the following lots out of the above mentioned tract subject to said restrictions and conditions; Lot No. 1, Block D, Vilone Village to Nelson R. Smith, single man, who has since intermarried with Lucille V. Smith; Lot No. 2, Block D, Vilone Village to Ralph L. Brown and Anna M. Brown, his wife; and Lot No. 53, Block E to Willard F. Morgan, Jr., and Audrey H. Morgan / is wife, the said Audrey H. Morgan being now deceased; which grantees, together with the said Alfred J. Vilone and Olga M. Vilone, his wife, are record owners of all the property which is subject to the aforesaid restrictions and conditions; and,

WHEREAS, the only other parties in interest in addition to the above named record owners are The President, Directors and Company of The Farmers Bank of the State of Delaware, a corporation of the State of Delaware, and Monumental Life Insurance Company, a corporation of the State of Maryland, which corporations hold mortgage liens upon certain of the above mentioned lands; and,

WHEREAS, Alfred J. Vilone and Olga M. Vilone, his wife, desire to amend the following quoted numbered Paragraph One of said restrictions and conditions by striking therefrom the words "excepting Lots 2 to 9, inclusive, Block G":

"1. All lots within said metes and bounds shall be known and described as residential lots. However, structures and areas to be used for religious and educational purposes and for Public parks and recreational purposes are permitted, subject to permanent maintenance by responsible persons. All of Blocks E. and G, excepting Lots 2 to 9, inclusive, Block G, are hereby reserved for business and commercial purposes, as well as for apartment house purposes (which purposes shall be considered "non-residential purposes" in construing the covenants herein contained); provided, however, if any of said lots shall be improved for residential purposes, the said lots shall be improved, used and maintained subject to all of the restrictive covenants, agreements and conditions herein set forth."

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WHEREAS, the said Alfred J. Vilone and Clra M. Vilone, his wife, also desire to amend the following quoted Numbered Paragraph Four of said restrictions and conditions by striking therefrom the words "(except in respect to Lot No. 9, Block G, no building shall be located nearer than fifteen feet to the side street line)";

"4. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plot. In any event no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line nor nearer than twenty feet to any side street line (except in respect to Lot No. 9, block G, no building shall be located nearer than fifteen feet to the side street line), No residence or attached appurtenances shall be erected on any lot the front wall of which is farther than sixty feet from the front lot line."

WHEREAS, the above named owners of record execute this agreement for the purpose of consenting to and effecting said amendment and the above named mortgagees join in the execution of this agreement for the purpose of consenting to the matters herein contained and further for the purpose of subordinating the liens of their respective mortgages and the bonds accompanying the same to the matters herein contained,

NOW THEREFORE THIS AGREEMENT WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar ($1.00) in hand paid by the respective parties hereto each to the other, the receipt whereof is hereby acknowledged, it is hereby mutually agreed by and between said parties as follows:

1. That Numbered Paragraph One of the restrictions and conditions as contained in the above recited Declaration dated June 1, 1948, and of record in the Office aforesaid in Deed Record G, Volume 48, Page 21, shall be and it is hereby amended by striking therefrom the words "excepting Lots 2 to 9, inclusive, Block G" and that said Numbered Paragraph One as thus amended shall read as follows:

"1. All lots within said metes and bounds shall be known and described as residential lots. However, structures and areas to be used for religious and educational purposes and for public parks and recreational purposes are permitted, subject to permanent maintenance by responsible persons. All of Blocks E and G are hereby reserved for business and commercial purposes, as well as for apartment house purposes (which purposes shall be considered "non-residential purposes" in construing the covenants herein contained); provided, however, if any of said lots shall be improved for residential purposes, the said lots shall be improved, used and maintained subject to all of the restrictive covenants, agreements and conditions herein set forth."

2. That Numbered Paragraph Four of the restrictions and conditions as contained in the above recited Declaration dated June 1, 1948, shall be and it is hereby amended by striking therefrom the words "(except in respect to Lot No. 9, Block G, no building shall be located nearer than fifteen feet to the

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side street line)" and that said Numbered Paragraph Four as thus amended shall read as follows:

"4. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plot. In any event no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line nor nearer than twenty feet to any side street line. No residence or attached appurtenances shall be erected on any lot the front wall of which is farther than sixty feet from the front lot line."

3. It is understood and agreed between the parties hereto that, with the exception of the amendments of Numbered Paragraphs One and Four hereinabove provided for, this agreement shall in no manner be construed to affect, release, modify or amend any other restriction or condition as contained and set forth in the above recited Declaration dated June 1, 1948, but that the same as hereby amended shall be in full force and effect and binding upon the lands subject thereto.

4. It is further agreed by the above named mortgagees that the liens of their respective mortgages and the bonds accompanying the same shall be and they are hereby expressly subordinated to the matters herein contained.

IN WITNESS WHEREOF, the above named individuals have hereunto set their hands and seals and the above named corporate parties have caused the hands of their respective presidents or Vice-Presidents to be hereunto set and their corporate seals to be hereunto affixed, duly attested by their respective secretaries or assistant secretaries, this 9th day of December, A.D. 1948.

Signed, sealed and Delivered in the Presidence of:

James A. Rossiter — Nelson R. Smith (SEAL)

Lucille A. Smith (SEAL)

James A. Rossiter — Ralph L. Brown (SEAL)

James A. Rossiter — Anna M. Brown (SEAL)

James A. Rossiter — Willard F. Morgan, Jr. (SEAL) Widower

James A. Rossiter — Alfred J. Vilone (SEAL)

Olga M. Vilone (SEAL)

* THE FARMERS BANK OF THE STATE OF DELAWARE *

THE PRESIDENT, DIRECTORS AND COMPANY OF THE FARMERS BANK OF THE STATE OF DELAWARE

Charles A. Calloway — By Thomas B. Donahoe Vice President

ATTEST: Patrick D. Lyons Asst Secretary

* MONUMENTAL LIFE INSURANCE * * BALTIMORE, MARYLAND *

MONUMENTAL LIFE INSURANCE COMPANY

BY Frederick L. Wehr Vice President

ATTEST Frank Baker, Jr. Secretary

STATE OF DELAWARE)
: SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, That on this 9th day of December, A.D. 1948, personally

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came before me, the subscriber, a Notary Public for the State and County aforesaid, NELSON R. SMITH and LUCILLE A. SMITH, his wife; RALPH L. BROWN and ANNA M. BROWN, his wife; WILLARD F. MORGAN, JR., widower; and ALFRED J. VILONE and OLGA M. VILONE, his wife, parties to this Agreement, known to me personally to be such, and severally acknowledged this Agreement to be their Deed.

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

Ruth R. Martin
Notary Public

* RUTH R. MARTIN NOTARY PUBLIC *
* APPOINTED JUNE 2, 1947 *
* TERM 2 YEARS DELAWARE *

STATE OF DELAWARE)
: SS.
NEW CASTLE COUNTY.)

BE IT REMEMBERED that on this 30th day of December, A.D. 1948, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, THOMAS B. DONAHUE Vice President of THE PRESIDENT, DIRECTORS AND COMPANY OF THE FARMERS BANK OF THE STATE OF DELAWARE, a corporation existing under the laws of the State of Delaware, party to this Agreement, known to me personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Agreement was duly authorized by a resolution of the Board of Directors of said corporation.

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

CHARLES A. CALLOWAY
Notary Public

* CHARLES A. CALLOWAY NOTARY PUBLIC *
* APPOINTED JULY 12, 1947 *
* TERM TWO YEARS DELAWARE *

STATE OF MARYLAND)
: SS.
CITY OF BALTIMORE)

BE IT REMEMBERED, that on this 23d day of December, A.D. 1948, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, Frederick L. Wehr, Vice President of MONUMENTAL LIFE INSURANCE COMPANY, a corporation existing under the laws of the State of Maryland, party to this Agreement, known to me personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Agreement was duly authorized by a resolution of the Board of Directors of said corporation.

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

Emily C. Linke
Notary Public

* EMILY C. LINKE *
* NOTARY PUBLIC *
* BALTIMORE, MD. *

Received for Record December 31, 1948
Burton S. Heal, Recorder Compared
Mullin

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Sealed and Delivered
in the presence of

Elizabeth D. McCabe

Peter Bokean, Sr. (Seal)

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF WESTMORELAND.)

BE IT REMEMBERED that on the fifteenth day of September in the year of our Lord One Thousand Nine Hundred and forty-nine, personally came before me, the subscriber, a Notary Public for the State of Pennsylvania, PETER BOKEAN, Sr. party to this Power of Attorney known to me personally to be such, and acknowledged this Power of Attorney to be his act and deed.

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

Elizabeth D. McCabe,
Notary Public.

Elizabeth D. McCabe
Notary Public
Westmoreland County
Greensburg, Pa.

My Commission Expires:
Jan. 27, 1952

Received for Record September 20, 1949.

Burton S. Heal
Recorder. Compared Mullin

WHEREAS, by Declaration dated June 1, 1948 and of record in the Office for the Recording of Deeds in and for New Castle County and State of Delaware in Deed Record C, Volume 48, Page 21, Alfred J. Vilone and Olga M. Vilone, his wife, imposed certain restrictive covenants and conditions upon a certain tract of land situate in the Town of Elsmere, New Castle County aforesaid, as shown on a Plan of Vilone Village, prepared by Howard L. Robertson, Civil Engineer and Surveyor, which Plan is about to be filed of record in the Office aforesaid, the said tract being more particularly bounded and described in said Declaration; and

WHEREAS, said restrictive covenants and conditions were amended by Agreement between the said Alfred J. Vilone et al., dated December 9, 1948 and recorded in the Office aforesaid in Deed Record U, Volume 48, Page 31; and,

WHEREAS, Numbered Paragraph One of said restrictive covenants and conditions, as amended by said Agreement dated December 9, 1948, provides as follows:

"1. All lots within said metes and bounds shall be known and described as residential lots. However, structures and areas to be used for religious and educational purposes and for public parks and recreational purposes are permitted, subject to permanent maintenance by responsible persons. All of Blocks E and G are hereby reserved for business and commercial purposes, as well as for apartment house purposes (which purposes shall be considered "non-residential purposes" in construing the covenants herein contained); provided, however, if any of said lots shall be improved for residential purposes, the said lots shall be improved, used and maintained subject to all of

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the restrictive covenants, agreements and conditions herein set forth."

WHEREAS, the said Alfred J. Vilone and Olga M. Vilone, his wife, desire to further amend the above quoted numbered paragraph one to include all of Block F, as hereinafter described, on the Plan of Vilone Village, in the reservation for business, commercial and apartment house purposes and to clarify certain language in said numbered paragraph one; and,

WHEREAS, said Block F is more particularly bounded and described in accordance with a survey by Howard L. Robertson, Civil Engineer and Surveyor, dated June 25,1946, revised December 31, 1947, as follows, to-wit:

BEGINNING at a point in the Westerly side of Sanders Road, at fifty feet wide, said point being the Northerly end of a twenty feet radius intersection curve, which said curve is tangent also to the Northwesterly side of Chestnut Avenue, at fifty feet wide, the said point of Beginning being distant North no degrees, fifty-three minutes East seven hundred seventy-seven feet and thirty-nine one-hundredths of a foot measured along the said side of Sanders Road from the intersection thereof with the Northerly side of New Road, at one hundred twenty-one feet wide; thence from said point of Beginning in a Southerly and Southwesterly direction by the aforementioned twenty feet radius intersection curve to the right an arc distance of eighteen feet and ninety one-hundredths of a foot to a point of tangency in the Northwesterly side of Chestnut Avenue; thence thereby South fifty-five degrees, two minutes, twenty-five seconds West four hundred twenty-five feet and forty-six one-hundredths of a foot to a point of curve of a circular curve to the left of radius two hundred seventy-four feet and ninety-four one-hundredths of a foot; thence in a Southwesterly direction still by the said side of Chestnut Avenue by the said curve to the left an arc distance of one hundred fifty-six feet and twenty-two one-hundredths of a foot to a point of tangency; thence still by Chestnut Avenue South twenty-two degrees, twenty-nine minutes, nine seconds West thirty feet and forty-five one-hundredths of a foot to a point of curve of a twenty feet radius intersection curve to the right; thence in a Southwesterly and Northwesterly direction by the said curve to the right an arc distance of thirty-one feet and forty-two one-hundredths of a foot to a point of compound curve in the Northeasterly side of Ruth Road, at fifty feet wide; thence in a Northwesterly direction by the said side of Ruth Road by a curve to the right having a radius of two hundred fifty-eight feet and twenty-three one-hundredths of a foot an arc distance of one hundred forty-six feet and seventy-two one-hundredths of a foot to a point of tangency; thence still by the said side of Ruth Road North thirty-four degrees, fifty-seven minutes, thirty-five seconds West Ninety-four feet and fifty-three one-hundredths of a foot to a point of curve of a twenty feet radius intersection curve to the right; thence in a Northwesterly and Northeasterly direction by the said intersection curve to the right an arc distance of thirty- one feet and forty-two one-hundredths of a foot to a point of tangency in the Southeasterly side of Olga Road, at fifty feet wide; thence thereby North fifty-five degrees, two minutes, twenty-five seconds East five hundred fifty-two feet and six one-hundredths of a foot to an angle point; thence still by the said side of Olga Road North fifty-four

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degrees, two minutes, six seconds East one hundred ninety feet and twelve one-hundredths of a foot to a point of curve of a twenty feet radius intersection curve to the right; thence in a Northeasterly and Easterly direction by the said intersection curve to the right an arc distance of thirty-one feet and forty-two one-hundredths of a foot to a point of compound curve in the aforementioned Westerly side of Sanders Road; thence thereby in a Southerly direction by a curve to the right having a radius of one hundred twelve feet and forty-six one-hundredths of a foot an arc distance of seventy-two feet and thirty-three one-hundredths of a foot to a point of tangency; thence still by Sanders Road South no degrees, fifty-three minutes West one hundred thirty-two feet and seventy-one one-hundredths of a foot to the place of BEGINNING. Be the contents thereof what they may.

WHEREAS, Nelson R. Smith and Lucille A. Smith, his wife, ~~xixx~~ owners of Lot No. 1, Block D, Vilone Village; Ralph L. Brown and Anna M. Brown, his wife, owners of Lot No.2, Block D, Vilone Village; and Willard F. Morgan, Jr., widower, owner of Lot No. 53, Block M, Vilone Village; and The President, Directors and Company of the Farmers Bank of the State of Delaware, a corporation of the State of Delaware, Monumental Life Insurance Company, a corporation of the State of Maryland, and State Mutual Life Assurance Company of Worcester, a corporation of the Commonwealth of Massachusetts, which corporations hold mortgage liens upon certain of the above mentioned lands subject to said restrictive covenants and conditions, are the only parties in interest, other than the said Alfred J. Vilone and Olga M. Vilone, his wife; and,

WHEREAS, the above named owners of record execute this Agreement for the purpose of consenting to and effecting said further amendment and the above named mortgagees join in the execution of this Agreement for the purpose of consenting to the matters herein contained and further for the purpose of subordinating the lien of their respective mortgages and the bonds accompanying the same to the matters herein contained,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That for and in consideration of the premises and the sum of One Dollar ($1.00) in hand paid by the respective parties each to the other, the receipt whereof is hereby acknowledged, it is hereby mutually agreed by and between said parties as follows:

1. That numbered paragraph one of the restrictive covenants and conditions as contained in the above recited Declaration dated June 1, 1948 and of record in the Office aforesaid in Deed Record G, Volume 48, Page 21, as amended by the aforesaid Agreement dated December 9, 1948 and of record in the Office aforesaid in Deed Record U, Volume 48, Page 31, shall be and it is hereby further amended to include all of Block F on the aforesaid Plan of Vilone Village, as said Block F is hereinabove described, in the reservation for business, commercial and apartment house purposes and to clarify certain language in the said numbered paragraph one and said numbered paragraph one as hereby further amended shall read as follows:

"1. All lots within said metes and bounds shall be

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known and described as residential lots. However, structures and areas to be used for religious and educational purposes and for public parks and recreational purposes are permitted, subject to permanent maintenance by responsible persons. All of Blocks E, F and G are hereby reserved for business and commercial purposes, as well as for apratment house purposes (which purposes shall be considered "non-residential purposes" in construing the covenants herein contained); provided, however, no structure in Blocks E and F shall exceed two and one-half stories in height and provided, further, if any portion of said Blocks E, F and G shall be improved for residential purposes, the portion or portions so improved for residential purposes, shall be improved, used and maintained subject to all of the restrictive covenants, agreements and conditions herein set forth."

2. It is understood and agreed between the parties hereto that with the exception of the further amendment of numbered paragraph 1 hereinabove provided for, this Agreement shall in no manner be construed to affect, release, modify or amend any other restriction or condition as contained and set forth in the above recited Declaration dated July 1, 1948, as amended by the Agreement dated December 9, 1948, but the same as hereby amended shall be in full force and effect in binding upon the lands subject thereto.

3. It is further agreed by the above named mortgagees that the liens of their respective mortgages and the bonds accompanying the same shall be and they are hereby expressly subordinated to the matters herein contained.

IN WITNESS WHEREOF, the above named individuals have hereunto set their hands and seals and the above named corporate parties have caused the hands of their respective presidents or vice-presidents to be hereunto set and their corporate seals to be hereunto affixed, duly attested by their respective secretaries or assistant secretaries, this 29th day of July, A. D. 1949.

Signed, sealed and delivered in the presence of:

Walter H. Mills — Nelson R. Smith (Seal)

Lucille A. Smith (Seal)

Walter H. Mills — Ralph L. Brown (Seal)

Anna M. Brown (Seal)

Walter H. Mills — Willard P. Morgan, Jr. (Seal)

Alfred J. Vilone (Seal)

Ruth R. Martin — Olga M. Vilone (Seal)

THE PRESIDENT, DIRECTORS AND COMPANY OF THE FARMERS BANK OF THE STATE OF DELAWARE

Edward R. Wood.

Farmers Bank of the State of Delaware.

BY: Thomas B. Donahoe
Vice President.

Attest: Charles A. Calloway,
Asst. Secretary.

Anne H. Rakas

MONUMENTAL LIFE INSURANCE COMPANY

Monumental Life Insurance Company Chartered 1898 - Seal

BY: Milton Roberts,
Vice President.

Attest: Frank Baker, Jr.
Secretary.

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M. Pearl Kemp

STATE MUTUAL LIFE ASSURANCE COMPANY OF WORCESTER.

BY: H. Ladd Plumley
Vice President.

Attest: N. P. Wood
Secretary.

State Mutual Life Assurance Company of Worcester, Mass.

STATE OF DELAWARE)
(SS.
NEW CASTLE COUNTY.)

BE IT REMEMBERED, that on this 29th day of July, A. D. 1949, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, NELSON R. SMITH and LUCILLE A. SMITH, his wife; RALPH L. BROWN and ANNA M. BROWN, his wife, WILLARD F. MORGAN, JR., widower; and ALFRED J. VILONE and OLGA M. VILONE, his wife, parties to this Agreement, known to me personally to be such, and severally acknowledged this Agreement to be their Deed.

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

Ruth R. Martin
Notary Public.

Ruth R. Martin
Notary Public
Appointed July 11, 1949
Term Two Years
Delaware.

STATE OF DELAWARE)
(SS.
NEW CASTLE COUNTY.)

BE IT REMEMBERED, that on this 29th day of July, A. D. 1949, personally came before me, the subscriber, a Notary Public for the State and County aforesaid, THOMAS B. DONAHOE, Vice President of THE PRESIDENT, DIRECTORS AND COMPANY OF THE FARMERS BANK OF THE STATE OF DELAWARE, a corporation existing under the laws of the State of Delaware, party to this Agreement, known to me personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Agreement was duly authorized by a resolution of the Board of Directors of said corporation.

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

Edward R. Wood,
Notary Public.

Edward R. Wood
Notary Public
Appointed Sept. 18, 1947
Term Two Years
Delaware.

STATE OF MARYLAND)
(SS.
CITY OF BALTIMORE)

BE IT REMEMBERED, that on this 29th day of July, A. D. 1949, personally came before me, the subscriber, a Notary Public for the State and City aforesaid, Milton Roberts, Vice President of MONUMENTAL LIFE INSURANCE COMPANY, a corporation existing under the laws of the State of Maryland, party to this Agreement, known to me personally to be such, and acknowledged this

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Agreement to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Agreement was duly authorized by a resolution of the Board of Directors of said corporation.

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

Anne H. Rakas
Notary Public.

Anne H. Rakas
Notary Public
Baltimore, Md.
My Commission expires: 5/7/51.

COMMONWEALTH OF MASSACHUSETTS)
) SS.
COUNTY OF WORCESTER.)

BE IT REMEMBERED, that on this 19th day of August, A.D.1949, personally came before me, the subscriber, a Notary Public for the Commonwealth and County aforesaid, H. Ladd Plumley, Vice President of STATE MUTUAL LIFE ASSURANCE COMPANY OF WORCESTER, a corporation existing under the laws of the Commonwealth of Massachusetts, party to this Agreement, known to me personally to be such, and acknowledged this Agreement to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Agreement was duly authorized by a resolution of the Board of Directors of said corporation.

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

Daniel H. Rice, Jr.
Notary Public.

Daniel H. Rice, Jr.
Notary Public
Massachusetts
My Commission Expires: August 6,1954
Daniel H. Rice, Jr.

Received for Record August 23, 1949.
Burton S. Heal
Recorder.
Compared
Mullin

KNOW ALL MEN BY THESE PRESENTS, that THE BRYN MAWR TRUST COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, has made, constituted and appointed, and by these presents does make, constitute and appoint W. REESE HITCHENS of New Castle County and State of Delaware, its true and lawful attorney for it, and in its name, place and stead to satisfy of record in the Office of the Recorder of Deeds of New Castle County, Delaware, a mortgage given by Culhane Construction Company to the said THE BRYN MAWR TRUST COMPANY, bearing date of June 16, 1949, conditioned for the payment of the sum of THIRTY-THREE THOUSAND DOLLARS ($33,000.00), with interest, said mortgage covering Lots 145 to 157, inclusive; Lots 205 to 208, inclusive; Lots 223 to 256, inclusive, all situate in Brandywine Hundred, New Castle County and

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Received for Record June 15, 1948
Burton S. Heal, Recorder

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That ALFRED J. VILONE and OLGA M. VILONE, his wife, of the City of Wilmington, Delaware, are the record owners of the following described premises or real estate; ~~hereby declare that the following described premises or real estate~~ and they do hereby declare that the following restrictions shall bind the following described property:

ALL that certain tract, piece or parcel of land situate in the Town of Elsmere, New Castle County and State of Delaware and being a portion of the land shown on a Plan of Vilone Village about to be filed of record in the Office for the Recording of Deeds in and for New Castle County aforesaid and being more particularly bounded and described by metes and bounds in accordance with a recent survey by Howard L. Robertson, Civil Engineer and Surveyor, as follows, to wit:

BEGINNING at a point in the northerly side of New Road, at one hundred twenty-one feet wide, the said point being an old stone set to mark the easterly corner of Lot No. 12, Block D, Oak Grove; thence from the said point of beginning by the rear line of Blocks D and C, Oak Grove, North 67 degrees 30 minutes 51 seconds west, eight hundred ninety-two feet and forty-six one hundredths of a foot to a point in the easterly side of Poplar Avenue at fifty feet wide; thence thereby north 4 degrees 36 minutes 05 seconds west, two hundred fifty-one feet and fifty-three one-hundredths of a foot to a point; thence leaving Poplar Avenue by a line parallel to and two hundred eight feet southeast of the southeasterly side of Spruce Avenue at seventy feet wide, north 55 degrees 02 minutes 25 seconds east, seven hundred feet and three one-hundredths of a foot to a point; thence by line of Lancaster Village north 54 degrees 02 minutes 06 seconds east, four hundred eighty-six feet and twenty-four one-hundredths of foot to a point; thence by other lands of the party of the second part the following three courses: (1) south 35 degrees 57 minutes 54 seconds east, one hundred sixty-nine feet and twenty-one one-hundredths of a foot to a point; (2) south 17 degrees 20 minutes 14.5 seconds west, seven hundred twenty-one feet and one one-hundredth of a foot to a point; (3) south 0 degrees 53 minutes west, four hundred fifty-three feet and fifty-eight one-hundredths of a foot to the place of BEGINNING. Containing within the said bounds 16.051 acres, be the same more or less.

EXCEPTING all those portions of Lots Nos. 4, 5, 6, 7 and 8, Block J, all those portions of Lots Nos. 11, 12, 13 and 15, Block L, and that portion of Lot No. 10, Block K, on the aforesaid Plan of Vilone Village, which are included within the above described tract.

ALSO EXCEPTING out of the above described tract all those portions thereof which are designated on the aforesaid Plan of Vilone Village as "Exception".

BEING a part of the same lands and premises which Simone H. La Sala and Maryella Sala, his wife, by Indenture dated September 30, 1947 and of record in

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the Office aforesaid in Deed Record H, Volume 47, Page 356, did grant and convey unto Alfred J. Vilone in fee simple.

UNDER AND SUBJECT, NEVERTHELESS, to the following conditions and restrictions which shall be covenants running with the land included within the aforesaid metes and bounds and shall be binding on all parties and all persons claiming under them, and only upon the lands included within said metes and bounds, until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots included therein it is agreed to change said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated within the aforesaid metes and bounds to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations;

Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots within said metes and bounds shall be known and described as residential lots. However, structures and areas to be used for religious and educational purposes and for public parks and recreational purposes are permitted, subject to permanent maintenance by responsible persons. All of Blocks E and G, excepting Lots 2 to 9, inclusive, Block G, are hereby reserved for business and commercial purposes, as well as for apartment house purposes (which purposes shall be considered "non-residential purposes" in construing the covenants herein contained); provided, however, if any of said lots shall be improved for residential purposes, the said lots shall be improved, used and maintained subject to all of the restrictive covenants, agreements and conditions herein set forth.

2. No structures shall be erected, altered, placed or permitted to remain or be used on any residential building plot other than one detached single-family dwelling for residential use only, not to exceed two stories in height and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any building plot in the above described tract until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said tract, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Alfred J. Vilone, Olga N. Vilone and Mary Silicato of No. 1712 Linden Street, Wilmington, Delaware; or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of either 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

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disapprove such design and location within thirty 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 will be deemed to have been fully complied with. Neither the members of such Committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee, and of its designated representative shall cease on and after January 1, 1953. Thereafter the approval described in this covenant shall not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said tract and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plot. In any event no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line nor nearer than twenty feet to any side street line [except in respect to Lot No. 9, Block G, no building shall be located nearer than fifteen feet to the side street line]. No residence or attached appurtenances shall be erected on any lot the front wall of which is further than sixty feet from the front lot line.

5. No building on any residential lot shall be located nearer than five feet to any side property line. The said side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots, no structure shall be permitted nearer than twenty feet to the side street line.

6. No residential structure shall be erected on any lot with a ground floor area, exclusive of one story open porches and garages, of less than seven hundred square feet in case of one story structures and five hundred square feet in the case of one and one-half or two story structures.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet or a width of less than fifty feet at the twenty-five feet front building setback line.

8. No pigs, chickens, poultry, rabbits, horses or cattle shall be kept or placed on any residential lot.

9. No noxious, or offensive trade or activity shall be carried on upon any portion of the above described tract or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trade, business, commerce, industry or occupation shall be conducted on any residential lot or in any residential structure erected thereon except where a licensed physician or dentist uses a portion of the dwelling in which he resides as an office.

11. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract, shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a

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residence.

12. An easement is reserved over the rear five feet of each residential lot for utility installation and maintenance and drainage facilities, as well as the drainage easement as shown on said recorded plan of Vilone Village.

13. No detached garage shall be located nearer than sixty feet to a front lot line. No garage shall be more than one story in height. Each garage shall be constructed of like materials and shall conform in appearance with the architectural design of the dwelling structure on each lot.

14. No fence, wall, hedge or mass planting shall be erected or permitted except to the rear of the main house structure. If the owner elects to erect a fence, hedge or mass planting to the rear of his home structure, it shall not be permitted to be over four feet high and must meet the approval of the Committee.

15. No building shall be located on any lot reserved for business, commercial or apartment house purposes nearer than ten feet to the front lot line or nearer than ten feet to any side street line or nearer than ten feet to any residential property line. Said ten feet setback areas may be used for walks and vehicular parking purposes. No building on any lot designated for business, commercial or apartment house purposes shall exceed six stories in height above the street line and the plans and general architecture thereof shall be in conformity with the external design of said development and subject to approval of the Committee provided for under paragraph 3 hereof and all exterior signs and displays shall also be subject to the approval of said Committee.

16. The foregoing covenants, conditions and restrictions shall apply to and bind only the lands included within the aforesaid metes and bounds and in no event shall the same be construed to apply to or in any manner bind or effect any lands of the covenantors not included within the aforesaid metes and bounds, whether such lands are contiguous thereto or otherwise; and no owner of any lot or lots included within the aforesaid metes and bounds shall have any rights or easements whether in law, equity or otherwise in and to any of the lands of the covenantors not included within the aforesaid metes and bounds, any law, custom or usage to the contrary notwithstanding.

IN WITNESS WHEREOF, the said ALFRED J. VILONE and OLGA M. VILONE, his wife, have hereunto set their hands and seals this First day of June, A.D. 1948.

Signed, sealed and delivered in the presence of:

Alfred J. Vilone (SEAL)

OLGA M. Vilone (SEAL)

Ruth B. Martin

STATE OF DELAWARE | SS.
NEW CASTLE COUNTY. |

BE IT REMEMBERED, That on this First day of June, in the year of our LORD one thousand nine hundred and forty-eight, personally came before me, the subscriber, a Notary Public for the State of Delaware, ALFRED J. VILONE and OLGA M. VILONE, his wife, parties to this Indenture, known to me personally to be such, and severally acknowledged this Indenture to be their Deed.

AND the said OLGA M. VILONE being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Indenture willingly, without compulsion or threats, or fear of her husband's displeasure.

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STATE OF DELAWARE,)
: SS.
NEW CASTLE COUNTY.)

BE IT REMEMBERED, That on this 22 day of August in the year of our LORD one thousand nine hundred and Forty-seven personally came before me a Notary Public for the State of Delaware, President of Mutual Building & Loan Association of Newark a corporation existing under the laws of the State of Delaware, party to this Instrument of Writing, known to me personally to be such, and acknowledged this Instrument of Writing to be his act and deed and the act and deed of said corporation; that the signature of the 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 signing, sealing, executing, acknowledging and delivering said Instrument of Writing was duly authorized by a resolution of the Board of Directors of said corporation.

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

Katharine W. Williams
Notary Public.

* KATHARINE W. WILLIAMS *
* NOTARY PUBLIC *
* APPOINTED OCTOBER 7, 1946 *
* FOR TWO YEARS DELAWARE *

Received for Record August 29, 1947
Burton S. Heal, Recorder Compared Barnes

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That ALFRED J. VILONE and OLGA M. VILONE, his wife, of the City of Wilmington, Delaware, are the record owners of the following described premises or real estate; and they do hereby declare that the following restrictions shall bind the following described property:

ALL that certain tract, piece or parcel of land situate in the Town of Elsmere, New Castle County and State of Delaware, known and designated as VILONE VILLAGE on a Plan made by Howard L. Robertson, Civil Engineer, Wilmington, Delaware, and of record in the Office for the Recording of Deeds in and for New Castle County, Delaware in Plat Record 1, Page 89 and more particularly bounded and described as one parcel in accordance with the survey thereof made by the said Howard L. Robertson, Civil Engineer, as follows, to wit:

BEGINNING at a point in the northerly side of New Road, said point being the southeasterly corner of Lot 1, Block V as shown on the recorded plan of Vilone Village; thence from the said point of beginning by the said northerly side of New Road, North eighty-nine degrees, seven minutes West, thirteen hundred forty-four feet and ten one-hundredths of a foot to a point; thence still by New Road South eighty-five degrees, twenty-four minutes West thirty-seven feet and forty-two one-hundredths of a foot to an old stone; thence leaving New Road North no degrees, fifty-three minutes East, four hundred fifty-three feet and fifty-eight one-hundredths of a foot to a point; thence North seventeen degrees, twenty minutes fourteen and five-tenths seconds East, seven hundred twenty-one feet and one one-hundredths of a foot to a point; thence North thirty-five degrees, fifty-seven minutes, fifty-four seconds West, one hundred sixty-nine feet and twenty-one one-hundredths of a foot to a point; thence North

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fifty-four degrees, two minutes, six seconds East, six hundred twenty feet to a point; thence South sixty-six degrees, forty-eight minutes, forty-five seconds East, six hundred twenty-six feet and twelve one-hundredths of a foot to a point; thence South sixty-seven degrees, twenty-one minutes East, ten hundred ninety-one feet and twenty-nine one-hundredths of a foot to a point; thence South twenty-four degrees, twenty-three minutes West, four hundred thirty-nine feet and fourteen one-hundredths of a foot to a point; thence South forty-seven degrees, twenty minutes, thirty seconds West, four hundred fifteen feet and fifty-nine one-hundredths of a foot to a point in the Southwesterly side of Phillips Avenue as Shown on said Plan; thence continuing the last course South forty-seven degrees, twenty minutes, thirty seconds West, four hundred sixty feet and seventy-one one-hundredths of a foot to the place of Beginning. Containing within the said bounds, exclusive of Exceptions No. 1 and No. 2 below, 54.017 acres of land, more or less.

EXCEPTING from the above described parcel of land those two certain portions designated as Exception No. 1 and Exception No. 2 on the recorded plat of Vilone Village.

BEING the same lands and premises which Simone H. LaSala and Mary LaSala, his wife by four separate Indentures, one dated June 12, 1946, the second dated August 27, 1946, the third dated February 28, 1947 and the fourth dated May 31, 1947 and all of record in the office for the Recording of Deeds in and for New Castle County, Delaware in Deed Record E, Volume 46, Page 181; Deed Record O, Volume 46, Page 41; Deed Record T, Volume 46, Page 476 and Deed Record Volume Page respectively, granted and conveyed unto Alfred J. Vilone, in fee.

UNDER AND SUBJECT, nevertheless, to the following conditions and restrictions which are covenants to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1977, at which time, said covenants shall be automatically extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part;

If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation;

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the tract shall be known and described as residential lots. However, structures and areas to be used for parks, recreation, religious and educational purposes are permitted subject to permanent maintenance by responsible persons. Lots Nos. 1, 2, 3, 4, 5, 31 and 32, Block H are hereby reserved for business purposes; provided, however, if any of said lots shall be

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improved for residential purposes, then said lots shall be improved, used and maintained subject to all of the restrictive covenants, agreements and conditions herein set forth.

2. No structures shall be erected, altered, placed or permitted to remain or be used on any residential building plot other than one detached single-family dwelling for residential use only, not to exceed two stories in height and a private garage for not more than two cars.

3. No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a Committee composed of Alfred J. Vilone, Olga M. Vilone and Mary Silicato of No. 1712 Linden Street, Wilmington, Delaware; or by a representative designated by a majority of the members of said Committee. In the event of the death or resignation of either 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 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 will be deemed to have been fully complied with. Neither the members of such committee, nor the designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee, and of its designated representative shall cease on and after January 1, 1953. There after the approval described in this covenant shall not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

4. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plot. In any event, no building shall be located on any residential building plot nearer than twenty-five feet to the front lot line (except in respect of Lots Nos. 1 to 10, inclusive, Block M, Lots Nos. 1 to 23, inclusive, and Lot No. 51, Block P, Lots Nos. 1 to 19 inclusive, Block N, Lots in Blocks R, S, T, U and V, and Lots Nos. 1 and 2, Block W, no building shall be located nearer than twenty-three feet to the front lot line and except further no building on Lot No. 17, Block W Shall be located nearer than twenty-one feet to the front lot line) nor nearer than twenty feet to any side street line (except in respect of Lot No. 10, Block P and Lot No. 17, Block W, no building shall be located nearer than eighteen feet to any side street line). No residence or attached appurtenances shall be erected on any lot, the front wall of which is farther than

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sixty feet from the front lot line.

5. No building on any residential lot shall be located nearer than five feet to any side property line. The said side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots, no structure shall be permitted nearer than twenty feet to the side street line.

6. No residential structure shall be erected on any lot with a ground floor area, exclusive of one story open porches and garages, on not less than seven hundred square feet in case of one story structures and five hundred square feet in the case of one and one-half or two story structures.

7. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet or a width of less than fifty feet at the twenty-five feet front building setback line.

8. No pigs, chickens, poultry, rabbits, horses or cattle shall be kept or placed on any residential lot.

9. No noxious, or offensive trade or activity shall be carried on upon any portion of the above described tract or parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. No trade, business, commerce, industry or occupation shall be conducted on any residential lot or in any residential structure erected thereon except where a licensed physician or dentist uses a portion of the dwelling in which he resides as an office.

11. No trailer, basement, tent, shack, garage, bar or other outbuilding erected in the tract, shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

12. An easement is reserved over the rear five feet of each lot for utility installation and maintenance and drainage facilities, as well as the drainage easements as shown on said recorded plan of Vilone Village.

13. No detached garage shall be located nearer than sixty feet to a front lot line. No garage shall be more than one story in height. Each garage shall be constructed of like materials and shall conform in appearance with the architectural design of the dwelling structure on each lot.

14. No fence, wall, hedge or mass planting shall be erected or permitted except to the rear of the main house structure.
if the owner elects to erect a fence, hedge or mass planting to the rear of his home structure, it shall not be permitted to be over four feet high and must meet the approval of the Committee.

15. No building shall be located on any business lot nearer than twenty feet to the front lot line nor nearer than twenty feet to any side street line nor nearer than ten feet to any residential property line. Said twenty feet setback area may be used for walks and vehicular parking purposes. No building on any lot designated for business purposes shall exceed two stories or twenty-five feet in height above the street line and the plans and general architecture thereof shall be in conformity with the architecture of said development and

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subject to approval of the Committee provided for under paragraph 3 hereof and all exterior signs and displays shall also be subject to the approval of said Committee.

IN WITNESS WHEREOF, the said Alfred J. Vilone and Olga M. Vilone have hereunto set their Hands and Seals this 27th day of August, A.D. 1947.

Sealed and delivered in the presence of:

Samuel F. Keil

Alfred J. Vilone (SEAL)

Olga M. Vilone (SEAL)

STATE OF DELAWARE)
: SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 27th day of August, A.D. 1947, personally came before me, the subscriber, a Notary Public for the State of Delaware, ALFRED J. VILONE and OLGA M. VILONE, his wife, parties to this Instrument of Writing, known to me personally to be such, and severally acknowledged this Instrument of Writing to be their deed.

And the said OLGA M. VILONE being at the same time privately examined by me, apart from her husband, acknowledged that she executed the said Instrument of Writing willingly without compulsion or threats or fear of her husband's displeasure.

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

SAMUEL F. KEIL NOTARY PUBLIC
APPOINTED Feb 1, 1946
TERM 2 YEARS DELAWARE

Samuel F. Keil
Notary Public

Received for Record August 29, 1947

Burton S. Heal, Recorder

Compared
Barnes

AGREEMENT made this 29th day of August, A.D. 1947 by and between THE J. W. HOLLOWAY CO., a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the first part, and DEEP WELL WATER CO., a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part, WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable considerations in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, as well as in consideration of the mutual promises, covenants and conditions hereinafter expressed, the parties hereto agree as follows:

FIRST: The party of the first part has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey to the party of the second part, its successors and assigns, an exclusive right of way and easement, perpetual in duration, to go upon and use all those certain streets, ways, lanes, alleys and private roads, the property of the party of the first part, as the same are shown upon, laid out and as may be more particularly bounded and described by reference to the Plans of MINQUADALE, as said Plans are of record in the Office for the Recording of Deeds, in and for New Castle County, State of Delaware, in Deed Record D, Volume 27, Page 601 and in Deed Record M, Volume 27, Page 601, for the purposes of laying, maintaining,

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The Town of Elsmere

11 Poplar Avenue, Elsmere, Delaware 19805
Phone (302) 998-2215 Fax (302) 998-9920

MEMORANDUM

Mayor
Eric Thompson

1st District Councilwoman
Marianne Skipski

2nd District Councilman
Ted Pfirrmann

3rd District Councilman
Robert Kacperski

4th District Councilman
Edward Zielinski

5th District Councilwoman
President Pro-Tempore
Joann I. Personti

6th District Councilman
Secretary of Council
Brian Hurst

Town Treasurer
Paul Chalfant

City Solicitor
Edward McNally

To: Chairman James Personti
Town of Elsmere Board of Adjustment

From: Chairman Charles G. Lindell
Town of Elsmere Planning Commission

Re.: Petition 17-13

Date: September 12, 2017

Dear Chairman Personti,

At the September 05, 2017 meeting of the Town of Elsmere's Planning Commission, the Commission reviewed Petition 17-13 regarding Tax Parcel Number 1900-200-049. In this application, the applicant is seeking approval to construct an attached porch to the front of the residence at 3 Vilone Road.

After hearing testimony and having their questions answered, the commissioners in attendance unanimously voted to recommend **approval** of the petition to the Board of Adjustment.

Sincerely,

Charles G. Lindell, Chairman
Town of Elsmere Planning Commission