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Prepared by and return to:

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Wayne PA 19087-1806

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
for

Longwood Lane

**a residential community in the
Town of Clayton, County of Kent
State of Delaware**

This Declaration is made this 22ND day of MAY, 1998, by The Longwood Lane Company LLC, a Delaware limited liability company (hereinafter called "Declarant"), which owns the land in the Town of Clayton, Kent County, Delaware, described in the attached Exhibit "A" (hereinafter called the "Land"). Declarant is developing a residential community known as "Longwood Lane" on the Land according to the Final Subdivision Plat approved by the Town of Clayton, which is recorded at Plan Book 42, Page 100 in the Office of the Recorder of Deeds for Kent County, Delaware.

In order to establish and maintain a community likely to be attractive for the enjoyment of its residents and to aid in the protection and enhancement of property values within the community, Declarant wants Longwood Lane to be developed and maintained with a consistent and compatible design for the homes and their landscaping and for that purpose wants to impose the design review and approval process described in this declaration. Declarant also wants to subject the Land to certain other agreements, conditions, restrictions, easements, charges and liens, each and all of which shall bind and benefit all properties within Longwood Lane and the owners of those properties. In addition, Declarant intends to create an association of all property owners to oversee their common interests, including property values and amenities in Longwood Lane. Declarant intends to convey to that association certain property and other facilities for the common use and benefit of all property owners in Longwood Lane, and Declarant hereby delegates and assigns to that association the powers and duties to maintain and administer the community properties and facilities, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created.

5/14/98

THEREFORE, INTENDING TO BE LEGALLY BOUND, Declarant does hereby covenant and declare that all of the Land (including without limitation, each and every Lot) shall be held, transferred, sold, conveyed and occupied under and subject to the following covenants, conditions, restrictions, easements, charges and liens, each and all of which shall run with the land and bind Declarant and its successors and assigns.

1. DEFINITIONS. As used in this Declaration:

a. "Lot" is any plot of land shown on a recorded Final Subdivision Plat of the Land which is intended to be used as the site for one or more residential dwelling units.

b. "Owner" is the record owner, whether one or more persons or entities, of fee simple title to any Lot, but only while he or she is record owner of the Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.

c. "Association" is THE LONGWOOD LANE ASSOCIATION, its successors and assigns.

d. "Common Facilities" are all real property and personal property owned by the Association for the common use and enjoyment of the Lot Owners.

e. "Controlled Facilities" are those facilities so designated in this Declaration which are not Common Facilities and are entirely or partially located on one or more Lots but are, nevertheless, owned, maintained, improved, repaired, replaced, regulated, managed, insured and controlled by and at the expense of the Association.

f. "Member" is every person or entity who holds membership in the Association. Each Owner is a Member.

g. "Design Review Committee" is the committee appointed by the Board of Directors of the Association to perform those functions assigned to it in this Declaration.

h. "Community" is the residential subdivision developed on the Land.

i. "Declarant" includes any successor to Declarant in developing and constructing the Community to whom Declarant may specifically assign *all* (and not just part) of Declarant's rights and duties under this Declaration by a written instrument recorded in the public land records.

j. As the context requires, one gender includes all genders, the singular includes the plural, and vice-versa.

2. COMMON SCHEME RESTRICTIONS. The following restrictions are imposed as a common scheme upon each Lot, each Owner and the Common Facilities for the benefit of each other Lot and Owner and the Common Facilities. If these restrictions are more limiting than the provisions of any applicable zoning or other ordinance or regulation, these restrictions shall govern. These restrictions may be enforced by Declarant, the Association, or any one or more of the Owners.

a. Each Lot shall be used only as the site for a private single family home plus not more than two appurtenant buildings conforming with this Declaration. An appurtenant building may only be a storage shed, a dog house, a play house, or an attached or detached garage, provided the total garage area on a Lot shall not accommodate more than two automobiles. Except for a garage, the floor area of an appurtenant building shall not exceed one hundred fifty (150) square feet. The exterior materials and color of each appurtenant building on a Lot shall duplicate the exterior materials and color of the home on the Lot. Metal buildings are not permitted on any Lot. An appurtenant building may not be located closer to the front property line of the Lot on which it is placed than the plane of the rear wall of the home on that Lot and may not be closer to a side or rear property line of the Lot than is permitted by the applicable zoning ordinance and regulations.

b. Garbage, refuse, rubbish or cuttings shall not be deposited on any Lot except in a container placed out of view from adjoining Lots, nor shall any such material be placed in the Common Facilities or on any street or road in the Community except temporarily (i.e., for not more than three days) while awaiting pick-up by a refuse collector.

c. Laundry shall not be dried outdoors unless it cannot be seen by people standing at ground level on any other Lot, the Common Facilities or any public street.

d. The light source for all exterior lighting fixtures must be shielded so it cannot be seen directly by people standing at ground level on any other Lot, the Common Facilities or any public street, but the following are, nevertheless, permitted: (i) street lights installed within the street right-of-way by Declarant, the Association or the Town of Clayton; (ii) one post lamp, one coach lamp next to each exterior door of the home and two coach lamps next to an overhead garage door, each using not more than 60 watts of electricity; (iii) one flood light mounted on the rear wall of the home to illuminate the rear yard; and (iv) temporary holiday decorations illuminated not more than eight weeks in any 12-month period.

e. No animal, reptile or fowl may be kept on a Lot except for not more than two ordinary household pets, each of which must be kept in the home after 9:00 pm until 7:00 am local time next day and must be confined on the Lot of its owner at all times unless tethered, leashed or otherwise under the complete control of and accompanied by a person responsible for its conduct. No pet may be outdoors on the Lot of its owner unless a person responsible for its conduct is on the Lot at the time, but the pet must, nevertheless, be kept indoors at all times if it frequently, continuously or for unreasonable periods makes loud noises (such as a dog's bark) or if it is otherwise offensive by reasonable community standards to a person residing on another Lot. No kennel or other facility for breeding or boarding animals, reptiles or fowl shall be erected, maintained or used on any Lot, and no commercial activities of any kind involving animals, reptiles or fowl may be conducted on a Lot.

f. No temporary house or structure, mobile home, or other non-permanent building may be placed or kept on a Lot except during construction, reconstruction or renovation of the permanent home or other building on the Lot, but this does not apply to a storage shed, a dog house, or a play

house permitted as an appurtenant building under Section 2(a) above.

g. Except during original construction of a building on the Lot or an addition to such a building, and during reconstruction of a building after fire or other casualty loss or damage, no boat, trailer, camper, recreational vehicle, motor home, inoperable vehicle, bus, truck or other commercial vehicle of any kind shall be parked or stored on a Lot for more than seven (7) days in any month unless it is indoors or otherwise screened so it cannot be seen by anyone standing at ground level anywhere on any other Lot, the Common Facilities or any public street. If any such vehicle is parked or stored outdoors on a Lot, it may not be located closer to the front street than the plane of the rear wall of the home on the Lot and may not be closer than ten (10') feet to a side or rear property line of the Lot. A vehicle stored outdoors must be screened with landscaping, fencing, a combination of landscaping and fencing, or any other screening method approved in writing by Declarant or the Design Review Committee.

h. No structure on a Lot shall exceed thirty-five (35') feet in height above ground level.

i. No electrical or electronic transmission or reception equipment of any kind (including antennas, satellite dishes, security alarms and similar devices) shall be placed on any Lot unless it is indoors or otherwise screened so it cannot be seen by anyone standing at ground level anywhere on any other Lot, the Common Facilities or any public street. However, one satellite dish or similar electronic reception device may be placed on each Lot without such screening if its reception area is not more than five (5) square feet.

j. No sign, banner, streamer or similar object designed to convey a message or attract attention may be placed on any Lot except (i) one standard real estate sign not more than five (5) square feet in area advertising the Lot and all structures on the Lot as being available for sale or for lease, and (ii) during a period beginning 30 days prior to and ending 48 hours after a public election or referendum, not more than two signs each not more than five (5) square feet in area to endorse one or more candidates for public office or positions on public policy issues to be voted upon.

k. No commercial activity which attracts customers or clients to the Community or which requires business vehicles or employees may be conducted upon any Lot.

l. The zoning classification under which the Community is to be developed currently requires a 20-foot front yard and two 10-foot side yards for each Lot, in which yards no building or other structure may be located. However, the applicable zoning ordinance currently allows an unenclosed porch, platform or terrace to extend or project into the required front or side yard by not more than six feet. Any porch, platform or terrace which extends or projects into a front or side yard shall not be enclosed, heated or air conditioned, but it may be screened to protect against insects.

Notwithstanding anything in this Section 2 to the contrary, Declarant (and others to whom Declarant may specifically and in writing grant these privileges) may use any Lot(s) and the home(s) or any temporary building(s), structure(s) or vehicle(s) on any Lot as offices, sample home(s) and as other facilities, and may also display sales signs, banners, streamers and similar materials on any

Lot(s), all for its business of developing, constructing and marketing the Community.

3. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION. Every person or entity which owns of record a fee simple interest or an undivided fee simple interest in a Lot shall be a Member of the Association, but persons or entities which own such interest merely as security for an obligation shall not be Members. Membership in the Association is appurtenant to and inseparable from fee simple ownership of a Lot which is subject to assessment by the Association, and ownership of such a Lot shall be the sole qualification for membership.

The Association shall initially have two classes of voting membership, as follows:

Class A. Each Owner of a Lot except Declarant shall be a Class A Member. Each Lot owned by one or more Class A Members shall be entitled to one vote. Where there is more than one Owner of a Lot and therefore more than one Member in respect of that Lot, the vote for that Lot shall be exercised as they among themselves may determine, but in no event shall more than one vote be cast in respect of that Lot. If multiple Owners of a Lot cannot agree between or among themselves on a vote, there shall be no vote in respect of that Lot.

Class B. Declarant shall be a Class B Member in respect of each Lot owned by it. Declarant shall be entitled to three (3) votes in respect of each Lot owned by it, but Class B membership shall cease and convert to Class A membership on the first of the following to occur:

- a. When total votes in Class A membership equal or exceed total votes in Class B membership; or
- b. December 31 of the third year after the year in which a Lot is first sold to a Class A Member.

When Class B membership ends, there shall no longer be classes of membership, and all membership and voting rights shall be similar.

4. OWNERSHIP AND RIGHTS IN THE COMMON FACILITIES. Declarant shall convey to the Association fee simple title to the real property intended to form part of the Common Facilities, free and clear of all liens and encumbrances but subject to utility and governmental easements and rights-of-way, prior to conveying any Lot to a Class A Member. At that time, Declarant shall also transfer to the Association free and clear title to any personal property then owned by Declarant which is intended to form part of the Common Facilities. Thereafter, any personal property intended to form part of the Common Facilities shall either be purchased by the Association or, if purchased by Declarant for the Association, shall immediately be transferred free and clear to the Association.

Subject to compliance with this Declaration, every Member shall have a non-exclusive right and easement to use and enjoy the Common Facilities for their intended purposes according to the published regulations of the Association, and such right and easement shall be appurtenant to and pass with title to every Lot. In accordance with the bylaws and regulations of the Association, every

Member may delegate his right to use and enjoy the Common Facilities to his tenants or contract purchasers who reside on his Lot, and to institutional mortgagees of his Lot. The rights and easements to use and enjoy the Common Facilities created by this Declaration are subject to the following:

a. The right of the Association according to its bylaws to suspend the voting rights and the right to use and enjoy the Common Facilities of any Member (including anyone to whom the Member may have delegated his right to use and enjoy the Common Facilities) for any period during which any assessment by the Association against the Member's Lot remains unpaid, and for any period not to exceed six (6) months for any infraction of its published regulations by such Member or any guest, tenant, or other occupant of the Member's Lot; provided, however, that a suspension of voting rights or the right to use and enjoy the Common Facilities shall not apply to any institutional mortgagee of the Lot nor to any purchaser of the Lot pursuant to such mortgage if the mortgagee or such purchaser timely pays all assessments accruing from and after the earlier of the date on which the mortgagee wishes to exercise such rights or the date on which such purchaser takes title to the Lot, unless the mortgagee or purchaser itself violates any of the Association's published regulations.

b. The right of the Association to dedicate or transfer title to all or any part of the Common Facilities to any public agency, authority or utility for such purposes and subject to such conditions as the Association's Board of Directors may deem appropriate.

c. The right of the Association according to its bylaws to borrow money to improve the Common Facilities and to mortgage the Common Facilities as security for the loan, but the rights of the mortgagee shall be subordinate to the Members' non-exclusive rights and easements to use and enjoy the Common Facilities. Notwithstanding the foregoing, the Common Facilities cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Lot Owners, not including the Declarant or any successor to Declarant.

5. OWNERSHIP AND RIGHTS IN THE CONTROLLED FACILITIES. The Controlled Facilities shall consist of the following:

a. Any fence installed by Declarant or the Association along the right-of-way for Duck Creek Road (Kent County Road #38, which also forms the rear property line for Lots 1 through 11 and Lots 39 through 48), along the property line where Lots 1 and 48 adjoin the Common Facilities at the entrance to Longwood Lane from Duck Creek Road, and/or along that right-of-way for the entrance to Longwood Lane (which also forms a property line for Lots 1 and 48);

b. Any fence installed by Declarant or the Association along the rear property line for Lots 11 through 39, which is also a property line for land to be conveyed to the Association as Common Facilities;

c. Any tree or shrub installed by Declarant or the Association on a Lot in the area within fifteen (15') feet from either the right-of-way for Duck Creek Road or the land to be conveyed to the

Association as Common Facilities; and

d. Any tree or shrub installed by Declarant or the Association within the right-of-way for Longwood Lane which otherwise might be deemed to be the property of the Owner of the Lot bordering that part of the right-of-way.

The Controlled Facilities shall be owned by the Association which, in addition to its rights and duties described in Section 1(e) above, shall have the free and unrestricted easement, right, liberty and privilege to go upon any Lot where Controlled Facilities are located to carry out those rights and duties. The Controlled Facilities are intended to enhance the appearance and safety of the entire Community and the Town of Clayton, and they are not solely for the use and benefit of individual Lot Owners. A Lot Owner may not alter, remove, replace or otherwise change any element of the Controlled Facilities located on his or her Lot. As long as there is Class B membership, Declarant may also exercise the Association's rights in respect of Controlled Facilities.

6. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of Lien and Personal Obligation of General and Special Assessments. Each Lot shall be subject to the payment of general and special assessments by the Association (together with interest, costs of collection and reasonable attorney's fees), and all such sums shall be a continuing lien and charge upon title to the Lot against which they are assessed until they are paid in full. All those sums shall also be the personal obligation of the Owner of the Lot when the general or special assessment became due and payable; the personal obligation shall not pass to his successors in title unless they expressly assume it, but the lien and charge upon title to the Lot shall continue until paid in full, subject to Paragraph 6.H below.

B. Purpose of Assessments. General and special assessments shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Community and to promote and enhance the appearance of the Community, including (i) the installation, improvement, repair, maintenance and replacement of the Common and Controlled Facilities, (ii) the use and enjoyment of the Common Facilities, and (iii) the installation, improvement, repair, maintenance and replacement of other facilities intended to benefit all Lots or all Owners.

C. Amount and Payment of General Assessments. General assessments shall be charged annually on the basis of a calendar year. They shall be payable in advance annually, or more frequently as the Association may determine from time to time, and they shall be apportioned on a *per diem* basis over the period to which they relate.

As long as there is Class B membership, general assessments shall commence as to each Lot when Declarant conveys the Lot to a grantee other than a successor to Declarant's rights under this Declaration. The general assessment apportioned to the remainder of the year shall be paid by the grantee at closing for the conveyance. When Declarant conveys the Lot which causes Class B membership to end, it shall pay the general assessment for each Lot it still owns (apportioned to the

remainder of the year). Thereafter, general assessments shall apply to all Lots.

When Declarant conveys a Lot to a grantee other than a successor to its rights under this Declaration, it shall contribute \$100 to the Association to aid in its formation and early years of operation. Declarant may pre-pay all or some of these \$100 contributions.

The initial annual rate of general assessment shall be \$96 per Lot. The Association may increase or decrease the general assessment, but any increase while Class B membership exists and any increase thereafter which causes the annual rate of general assessment to be more than 20 percent higher than in the preceding calendar year must be approved at a meeting of Members by a majority of those Members whose Lots are subject to general assessment and who actually vote. In all other cases, the Association's Board of Directors shall have the duty, power and authority to establish the rate of general assessment each year without Member approval.

D. Special Assessments for Capital Improvements. In addition to general assessments, the Association may also impose one or more special assessments for the purpose of paying in whole or in part the cost of any construction, reconstruction, unexpected repair, addition or replacement of a capital improvement which is or will become part of the Common Facilities or Controlled Facilities, including the necessary fixtures and personal property relating thereto, as well as any other kind of extraordinary expenditure, but each special assessment must be approved at a meeting of Members by a majority of those Members who actually vote.

E. Uniform Rate of Assessments. Each general and special assessment shall be charged to all Lots at a uniform rate, so each Lot which is subject to assessment will bear the same assessment as all other Lots which are subject to such assessment. Although general assessments will not apply to Lots held by Declarant until there is no Class B membership, special assessments shall be charged to all Lots, including those still owned by Declarant. Notwithstanding the uniform rate of assessment among all Lots, the Association may as it sees fit grant discounts at uniform rates for all Lots for the prompt or early payment of assessments.

F. Member Vote for Actions Authorized in Subsections C and D Above. Not less than 10 days nor more than 30 days before each meeting of Members at which Member approval will be sought for action under either Subsection C or D above, the Association shall send each Member by first class mail written notice of the time, place and purpose of the meeting. At the first of each meeting so called, the presence in person or by written proxy of Members entitled to vote at least 60 percent of the votes then entitled to be cast by Members shall constitute a quorum. If a quorum is not present, the meeting shall be adjourned and another meeting shall be called by the same notice procedure to be held within the following 30 days, but the required quorum shall be one-half the quorum required for the preceding meeting. This procedure shall be followed until the reduced quorum requirement is satisfied, at which meeting the vote of Members can then occur.

G. Collection of Assessments. Promptly after the Association enacts a general or special assessment, the Association shall send each Member by first class mail written notice of its action and

the date(s) on which the assessment is due and payable. If an assessment is not paid when it is due, it shall be delinquent; if it is not paid within 30 days after it becomes delinquent, it shall accrue interest at the rate of 8 percent per year from the date it became delinquent, or such other lawful rate as the Board may from time to time approve. If an assessment is not paid when it is due, the assessment, accruing interest and all costs of collection shall automatically become a continuing lien upon title to the Lot against which the assessment applies, and those amounts shall also be the continuing personal obligation of each Owner of the Lot as of the date on which the assessment became due and payable. However, the personal obligation shall not pass to a successor in title to the Lot unless it is expressly assumed by the successor. The Owner of each Lot hereby appoints the Association to be his attorney-in-fact for the limited purpose of executing, acknowledging and recording in the public land records a notice of any lien for actual unpaid assessment(s) and related charges arising under this Declaration.

Upon request by the Owner(s) of a Lot, the Association shall for a reasonable fee furnish a certificate signed by an officer of the Association stating whether any assessment against the Lot is delinquent and if so the amount currently due and payable, the annual rate of the general assessment and the date to which it has been paid, and anything else reasonably necessary to inform a purchaser, mortgage lender or title insurance company as to the status of the lien for assessments. The certificate shall be conclusive evidence of the facts stated therein.

The Association may bring an action at law against anyone personally obligated according to the preceding paragraph, and it may foreclose its lien against the Lot. In any such action, all costs of preparing and filing the complaint, prosecuting the case, and collecting upon or realizing the benefits of any resulting judgment, together with reasonable attorney fees as fixed by the court, shall be added to and become part of the assessment, and the judgment shall include interest on all such sums until received in full by the Association.

No Owner may waive or otherwise escape liability for the assessments, interest and costs provided for in this Declaration by non-use of the Common Facilities, abandonment of his Lot, or resignation or withdrawal from the Association.

H. Subordination of Lien to Mortgages. The lien provided in this Declaration for unpaid assessment(s) and related charges shall be subordinate to all tax liens, to the lien of any institutional mortgage which existed when a notice of the assessment lien was filed in the public land records, and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the Administrator of Veterans Affairs, whether that contract is recorded or not, but it shall have priority over any other lien, regardless of whether that other lien existed before or after the notice of the assessment lien was recorded in the public land records. Sale or transfer of a Lot by or on behalf of its Owner shall not affect the lien for assessments against the Lot, but the sale or transfer of a Lot in which the Owner receives no consideration pursuant to foreclosure of a tax lien or a first mortgage lien or any transfer in lieu of foreclosure of a first mortgage lien shall extinguish the lien for all assessments and related charges which became due and payable prior to such sale or

transfer. No sale or transfer by mortgage foreclosure or in lieu thereof shall relieve a Lot from liability for assessments becoming due and payable thereafter or from the lien for those assessments. Nothing in this Declaration shall be construed so as to make mortgagees responsible for collecting assessments or to make the failure to pay assessments a default under any mortgage.

7. DESIGN REVIEW COMMITTEE.

A. Review and Approval Required. Except for structures and other improvements developed, constructed or installed by or for Declarant and except for Common Facilities or Controlled Facilities to be installed by or for the Association, (i) no structure (which includes but is not limited to a residence and any addition to a residence, accessory building, tennis court, swimming pool, flag pole, fence, wall, or exterior lighting) shall be constructed or maintained upon any Lot, (ii) no material alteration or change to the exterior appearance or color of a structure shall be performed or permitted, and (iii) no landscaping in the area between the street and a line formed by the plane of the rear wall of the home on a Lot, other than flower beds and foundation plantings within five (5) feet of the home, shall be performed or permitted *unless in each instance* complete plans and specifications showing the exterior design, height, materials, color scheme, location, and size of the structure and landscaping shall first have been approved in writing by the Design Review Committee (the "Committee").

The Association may at its option, after giving the Owner thirty (30) days' written notice by first class mail to his last known address, remove any structure, alteration or landscaping, paint over any exterior painting, and take any other action to correct or remove any condition on a Lot for which Committee approval was required but was not obtained according to this Declaration. To perform this work, the Association, its employees and its authorized agents and contractors shall have the right to enter upon the Lot where the work is to be performed during customary business hours any day except holidays. The Association shall use reasonable efforts to see that all work is performed in a workmanlike manner, but neither it nor its employees, agents or contractors shall be liable to the Owner of the Lot or to anyone else for the work performed or for any injuries or damages resulting from the work, and all such liability shall be the responsibility of the Owner of the Lot. The Association's costs of such action shall automatically be assessed against the Lot on which the work was done when they are paid by the Association. Interest shall accrue from the date of assessment as provided in Article 6 of this Declaration. Assessments made under this Article 7 shall constitute the personal obligation of the Owner of the Lot and shall be a lien on title to the Lot in the same manner as assessments under Article 6 of this Declaration, and the Association may enforce collection of assessments and liens made under this Article 7 in the same manner as collection of assessments and liens under Article 6 may be enforced and may record notice of the lien in the public land records.

Any improvement furnished and installed by Declarant within the street right-of-way which is intended for the use and benefit of the Lot and is part of Declarant's common design scheme for

the Community (such as a mailbox, address numbers, lamp post, lawn, landscaping, fencing, driveway, etc.) shall be used and maintained by the Owner of the Lot and may not be removed or altered without the prior written approval of the Committee.

B. Composition, Purpose, and Liability. The Committee shall be composed of three or more individuals, each of whom shall be appointed by and serve at the pleasure of the Board of Directors of the Association. Members of the Committee need not be Members of the Association. The Committee shall use its best judgment to see that all exterior improvements, construction, landscaping and alterations within the Community are installed and maintained in conformity and harmony with the existing surroundings and structures in the Community. Neither the Committee, the Association, any member of the Committee, any member of the Association's Board of Directors, nor any Member of the Association shall be liable for damages to any person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request for approval by the Committee.

C. Procedures. A request for Committee approval may only be made by the Owner(s) of the Lot on which the proposed structure, alteration, or landscaping is to be performed. The Committee shall approve or disapprove each request within thirty (30) days after the request is submitted to the Chairperson of the Committee with complete plans and specifications. The Chairperson shall sign a written receipt of the application acknowledging the date on which it was submitted. If the Committee needs further information before it can act on a request, it shall notify in writing the person requesting the approval, and the 30-day period shall not commence until the additional information is submitted to the Committee in writing. If the Committee fails to approve or disapprove a request within the applicable 30-day period, approval will be deemed to have been granted. A majority vote of Committee members shall be required to approve a request, and if a majority vote of approval is not achieved, the request shall be deemed denied. The Committee shall maintain a written record of each request submitted to it and all actions taken upon the request, and it shall notify the Owner(s) requesting the approval of its action promptly after the vote is taken.

8. MAINTENANCE, REPAIRS, ADDITIONS AND REPLACEMENTS.

A. By the Owner. The Owner of each Lot shall maintain and repair all structures, the grounds and the landscaping of his Lot plus those improvements, if any, installed by Declarant within the street right-of-way for the use and benefit of his Lot (such as a mailbox, address numbers, lamp post, lawn, landscaping, fencing, driveway, etc.) in a neat and attractive manner, in conformity and harmony with the Community. If the Association believes the Owner of a Lot is not satisfying this standard of maintenance and repair, it shall request the Design Review Committee to determine whether the Owner has satisfied this standard and recommend any work necessary to meet the standard. The Association may at its option, after giving the Owner thirty (30) days' written notice by first class mail to his last known address, cause the recommended maintenance and repair work to be performed, including without limitation cutting the grass, removing weeds and other vegetation,

removing dead trees, shrubs and plants, and repairing and painting the exterior surface of any structure.

To perform maintenance and repair work authorized by this Declaration, the Association, its employees and its authorized agents and contractors shall have the right to enter upon the Lot where the work is to be performed during customary business hours any day except holidays. No Owner of another Lot shall attempt to exercise these rights individually. The Association shall use reasonable efforts to assure that all work is performed in a workmanlike manner, but it shall not be liable to the Owner of the Lot or to anyone else for the work performed or for any injuries or damages resulting from the work, and all such liability shall be the responsibility of the Owner of the Lot.

The costs of all maintenance and repair work performed by the Association shall be reimbursed to the Association by the Owner of the Lot on which the work was done. All such costs shall automatically be assessed against the Lot on which the work was done when they are paid by the Association, and interest shall accrue from the date of assessment as provided in Article 6 of this Declaration. Assessments made under this Article 8 shall constitute the personal obligation of the Owner of the Lot and shall be a lien on title to the Lot in the same manner as assessments under Article 6 of this Declaration, and the Association may enforce collection of assessments and liens made under this Article 8 in the same manner as collection of assessments and liens under Article 6 may be enforced and may record notice of the lien in the public land records.

B. By the Association. The Association shall maintain, repair or replace the Common Facilities and the Controlled Facilities, and none of those facilities may be removed or changed by an Owner. The Association does not need approval of the Design Review Committee to install, remove, replace or change any element of the Common Facilities or the Controlled Facilities.

C. Absolute Liability. Nothing in this Declaration shall be construed so as to impose absolute liability against or upon the Owner of any Lot for damages to the Common or Controlled Facilities or to other Lots in the Community.

9. GENERAL PROVISIONS.

A. Duration. The provisions of this Declaration shall run with and bind the Land and shall inure to the benefit of and be enforceable by the Association or by the Owner of any Lot and his heirs, personal representative, successors and assigns, for a term of twenty (20) years beginning on the date this Declaration is recorded in the public land records, after which this Declaration shall be extended automatically for successive periods of ten (10) years unless an instrument terminating this Declaration is signed and acknowledged by the Owners of two-thirds (2/3) of the Lots and is so recorded prior to the beginning of any such ten (10) year period.

B. Amendments, Variances and Assurances. This Declaration may be amended or terminated during the first twenty (20) years after it has been recorded, by an instrument signed and acknowledged by the Owners of three-fourths (3/4) of the Lots, and thereafter by an instrument

signed and acknowledged by the Owners of two-thirds (2/3) of the Lots. An amendment will become effective when it is recorded in the public land records. Notwithstanding the foregoing, so long as there is any Class B membership in the Association, the annexation of additional properties, the dedication of Common or Controlled Facilities (except such as are specifically referred to in this Declaration or are shown on the Final Subdivision Plat for Longwood Lane recorded at Plan Book 42, Page 100 in the Office of the Recorder of Deeds for Kent County, Delaware), and any other amendment to this Declaration shall require the prior approval of the United States Veterans Administration and the United States Department of Housing and Urban Development.

The Association may by written instrument recorded in the public land records, from time to time and for any reason, grant variances and exceptions from the strict application of particular provisions of this Declaration for particular Lots, structures or situations to which it applies, provided the variance or exception will not in the opinion of the Design Review Committee materially diminish the conformity and harmony of the Community. The Association may grant written assurances to the Owner of any Lot that particular actions or particular terms of a deed, lease, mortgage or other instrument do not or will not violate particular provisions of this Declaration. This Declaration may not be enforced in contravention of any variance, exception or assurance so granted.

C. Supplemental Easement. Longwood Lane, through which all Lots in the Community will be accessible, is required to be dedicated to the Town of Clayton, to owned and maintained by it as a public street. However, until such dedication occurs and is accepted by the Town of Clayton, Longwood Lane shall be subject to an easement for ingress to and egress from each and every Lot in the Community.

D. Events upon Termination. If this Declaration is terminated, the Association shall wind up its affairs and distribute and convey its remaining assets, including title to all real and personal property held by it, to a public body or to a non-profit organization with purposes similar to those of the Association.

E. Notices. Any notice required to be sent to an Owner or Member under this Declaration shall be properly sent if mailed by regular, first class mail of the United States Postal Service to the last known address of the person who appears as Owner or Member on the records of the Association at the time of the mailing. It shall be the responsibility of each Owner to notify the Association in writing of his mailing address if it is to be other than the address of his Lot.

F. Enforcement. The Association or any Lot Owner may enforce this Declaration by any proceeding at law or in equity against any person violating or attempting to violate it, either to restrain or enjoin such violation or to recover damages for the violation or attempted violation, and the Association (but not an individual Lot Owner) may also enforce it against any Lot to collect a lien for assessments created by this Declaration. If the Association or any Owner fails to enforce this Declaration in any circumstance, that shall not be deemed a waiver of its or his right to do so later for the same or another circumstance.

G. Severability. The unenforceability or invalidity of any portion of this Declaration against a particular individual or in a particular circumstance shall not affect the enforcement or validity of any other portion against the same person or in the same circumstance, nor shall it affect the enforcement or validity of the entire Declaration against any other person or in any other circumstance unless a court of competent jurisdiction holds the unenforceable or invalid portion shall not be enforced against any individual or in any circumstance.

H. Requirements of Certain Mortgagees. As long as Declarant is a Class B Member of the Association, this Declaration may be amended by Declarant alone as required by either the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the United States Veterans Administration or the Federal Housing Administration, but such amendment shall be subject to approval by the United States Veterans Administration or the United States Department of Housing and Urban Development if otherwise expressly required elsewhere in this Declaration.

IN WITNESS WHEREOF, this Declaration is executed under seal and adopted by Declarant on the day and year first above written.

The Longwood Lane Company LLC

By: Jonathan L. Anstine
Jonathan L. Anstine, member

[Company seal]

ACKNOWLEDGMENT

STATE OF DELAWARE
COUNTY OF New Castle

On this 22 day of May, 1998, before me the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared JONATHAN L. ANSTINE, known to me or satisfactorily proved to be the person who executed the foregoing instrument, and he acknowledged he is a member of The Longwood Lane Company LLC, he is authorized to execute the instrument, and he did execute the instrument for and on behalf of The Longwood Lane Company LLC, as its act and deed.

IN WITNESS WHEREOF I here set my hand and seal.

RICHARD P. BECK
Notary Public
Delaware
Commission Expires: March 11, 2000

[Signature]
Notary public (Affix seal)

EXHIBIT "A"

Legal Description of the Land

ALL THAT CERTAIN tract or parcel of land located in the Town of Clayton, Kent County, Delaware, bounded and described according to a plan of survey prepared by Earl D. Smith, Inc., professional land surveyors, dated June 21, 1996, and last revised July 1, 1996, also shown on the Record Plan for Longwood Lane, prepared by Larson Engineering, Inc., dated January 8, 1997, last revised April 25, 1997, and recorded in Plan Book 42 at Page 100 in the Office of the Recorder of Deeds for Kent County, Delaware, as follows, to wit:

BEGINNING at a point marked by an iron pipe at the southwestern corner of the tract, said point being on the easterly right-of-way line for Duck Creek Road (County Road #38) a distance of \pm 470 feet from the centerline of Wilson Avenue, also the northwest corner of lands now or formerly owned by James E. and Sherill A. McGuigan;

THENCE from said point and continuing along the easterly right-of-way for Duck Creek Road the following four courses and distances: (1) North 17 degrees 03 minutes 21 seconds West 2,319.20 feet to a point; (2) by a curve to the left with a radius of 1,043.47 feet, a chord bearing North 21 degrees 33 minutes 16 seconds West, a chord distance of 163.69 feet for an arc distance of 163.86 feet to a point; (3) North 63 degrees 56 minutes 48 seconds East 5.00 feet to a point; and (4) by a curve to the left with a radius of 1,048.47 feet, a chord bearing North 26 degrees 52 minutes 23 seconds West, a chord distance of 30.00 feet for an arc distance also of 30.00 feet to a point in the bed of Providence Creek;

THENCE through the bed of Providence Creek the following four courses and distances: (1) North 85 degrees 33 minutes 47 seconds East 39.73 feet to a point; (2) South 82 degrees 48 minutes 03 seconds East 168.46 feet to a point; (3) South 81 degrees 18 minutes 32 seconds East 156.64 feet to a point; and (4) North 83 degrees 56 minutes 59 seconds East 34.50 feet to a point in line of Conrail lands;

THENCE along Conrail lands South 19 degrees 31 minutes 09 seconds East 2,126.26 feet to a point marked by an iron pipe; and

THENCE South 45 degrees 03 minutes 00 seconds West 504.28 feet to a point, passing through an iron pipe marker at 396.73 feet, being the point and place of **BEGINNING**.

BEING the same premises which Kenneth Edwin Thorpe, William Elwood Thorpe III, Edward F. Burris, III, Michael Burris, Lisa Burris and Ronald Lee Thorpe conveyed in fee to The Longwood Lane Company LLC by deed dated July 22, 1997, recorded at Deed Book D, Volume 225, Page 279 in the Office of the Recorder of Deeds in and for Kent County, Delaware.

EXCEPTING thereout and therefrom the land shown on said Record Plan as dedicated to public use for the purpose of widening the right-of-way for Duck Creek Road.