

Condominium Documentation

DECLARATION

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LE PARC CONDOMINIUMS

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Submission of Property. City Systems, Inc., a Delaware Corporation ("Declarant"), owner in fee simple of the land with improvements erected thereon, described in Exhibit A annexed hereto, located in Brandywine Hundred, New Castle County, Delaware ("Land"), hereby submits the Land, together with all improvements, easements, rights and appurtenances thereunto belonging ("Property") to the provisions of Chapter 22 of Title 25 of the Delaware Code as amended, known as the Delaware Unit Property Act ("Unit Property Act"), and hereby creates with respect to the Property a Condominium, to be known as "Le Parc Condominium" ("Condominium").

Section 1.2. Defined Terms. Capitalized terms not otherwise defined herein or in the Code of Regulations made by the Declarant of even date herewith and recorded in the Office for the Recorder of Deeds for New Castle County in Deed Record 12/, Volume Page , as the same may be amended from time to time ("Code of Regulations"), or the Declaration Plan prepared by Mann-Talley Engineers and Surveyors, Inc., dated 1, 1988, and recorded separately forthwith in the Office for the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 9272 (the "Declaration Plan") shall have the meanings specified in section 2202 of the Unit Property Act.

Section 1.3. The Property. The Property is to consist of Units and Common Elements as shown in the Declaration Plan and recorded contemporaneously herewith in the Office for the Recorder of Deeds for New Castle County, Delaware, in Microfilm No. 2272, consisting of sheets numbered 1 through 4.

ARTICLE 2

BUILDINGS ON THE LAND: UNIT BOUNDARIES

Section 2.1. Location and Dimensions of Buildings. A description of the Property is set forth in Exhibit A annexed hereto. The location of each building on the Land is depicted on Sheet No. 2.1 of the Declaration Plan.

Section 2.2. Units. The location of Units within each building are shown on the Declaration Plan. Attached as Exhibit B hereto is a list of all Units, their Identifying Numbers, and the undivided Percentage Interest appurtenant to each Unit Owner in the Common Elements, Common Expenses and Common Profits ("Percentage Interest") appurtenant to each Unit determined on the basis of size. The "size" of each Unit is the total number of square feet contained therein determined by reference to the dimensions shown on the Declaration Plan (exclusive of interior partitions and Limited Common Elements). The locations of the Common Elements to which each Unit has direct access are shown on the Declaration Plan. Parking spaces are assigned to each Unit as a Limited Common Element appurtenant to such Unit, as is hereinafter more particularly set forth.

Section 2.3. Description of Units And Common Elements.

(a) Description of Units. This Declaration contemplates the existence on the Property of Units intended for residential use (subject to the exceptions set forth in Article 9 hereof). The Declaration Plan shows three representative types of buildings and the designation of Units therein. Each Unit is designated and intended for independent use for the purposes stated in Article 9.1 hereof, and has a direct exit to a Common Element or to Common Elements leading to a public street or way or to a Common Element or Common Elements leading to a public street or way. Each Unit, together with its undivided Percentage Interest in the Common Elements, shall for all purposes be and it is hereby declared to be and constitute a separate parcel of real property, and the ownership of each Unit, together with its proportionate undivided Percentage Interest in the Common Elements, is for all purposes the ownership of real property.

(b) Each Unit consists of:

- (1) the volumes or cubicles of space within its title lines as shown on the Declaration Plan and as bounded in accordance with the provisions of Section 2.4 herein.
- (2) all interior partition walls, floors and other partitions located within the Unit (including the space occupied by such walls, floors and partitions and frames of any windows, doors or other openings in such walls or partitions) excepting such part of such interior walls, floors and partitions located within the Units, if any, which may be load bearing and comprise part of the Common Elements;
- (3) the decorated inner surfaces of all said walls, ceilings, wood subfloor and concrete slabs consisting of paint, plaster, pasteboard, wallpaper, carpeting, floor tiles and other floor coverings, ceiling tiles and other ceiling covering, moldings and baseboards, railings, and all other finishing materials of a similar nature, affixed or installed as part of the physical structure of the Unit;

- (4) all sinks, cabinets, water closets, bathtubs and showers, range, refrigerator, heating and air conditioning apparatus (including such apparatus not contained within such dimensions but connected thereto and serving same) shelves, closets, light fixtures and appliances;
- (5) all pipes, wires, ducts, cables, conduits, radiators and other heating, electrical, plumbing, lighting, telephone, sewer, water, cable television system and other systems and equipment or installations serving such Unit including service lines from any trunk lines commencing at the point of distribution thereof in such Unit as to heating, utility lines, electric lines, water and hot water lines, cable television lines and all other pipes or systems serving the Unit.
- (6) exterior patios or decks and the roof and floor joists of such patios or decks shall be Limited Common Elements for the exclusive use of the Unit to which such patio or deck is appurtenant.
- (c) <u>Percentage Interest</u>. Each Unit shall also include the Percentage Interest in the Common Elements which is assigned to it in this Declaration, and which expressed in terms of a percentage of the Common Elements as a whole equals 100%.

(d) Exclusions. Excluded from each Unit shall be:

- (1) all pipes, ducts, wires, cables, conduits or other installations or systems serving more than one Unit;
- (2) all other apparatus and installations existing for common use which may be wholly or partially within a Unit but which in whole or in part serve one or more other Units or the Common Elements; and
 - (3) structural parts and supports of any Unit.
- (e) <u>Title Lines</u>. Nothing contained in this Paragraph 2.3 shall cause any <u>Unit to be extended beyond the title lines of such Unit as shown on the Declaration Plan or any amendment thereto</u>.

(f) <u>Designation and Types of Units</u>.

(1) Units generally contain: (a) a kitchen with resilient tile floor, range, exhaust fan hood, dishwasher, disposal, stainless steel sink, refrigerator and freeze unit, and wall cabinets; and (b) two bathrooms with ceramic tile floor, walls with drywall, plaster, or ceramic tile, bathtub and toilet, vanity and medicine chest. Units are non-identical, each generally containing the following: Foyer, Living room, dining room, master bedroom, extra bedroom, bathrooms, kitchen, laundry closet utility room, and or wood deck; some of said units may

contain within such unit, a den and/or dinette area, sprial staircase, and/or an additional deck.

- (2) Units are designated by a number indicating the Building's street address and a number indicating the location of the Unit in the Building.
- (3) Typical floor plans of Units are substantially as shown on the Declaration Plan and contain the follows:
- (a) Unit types 1 and 1x consist of a foyer, living room, dining room, dinette area, kitchen, master bedroom, extra bedroom, two bathrooms, laundry closet, utility room, and wood deck.
- (b) Unit types 2 and 2x consist of a foyer, living room, dining room, kitchen, master bedroom, extra bedroom, two bathrooms, laundry closet, utility room, and wood deck.
- (c) Unit types 3 and 3x consist of a foyer, living room, dining room, dinette area, kitchen, master bedroom, extra bedroom, den, two bathrooms, laundry closet, utility room staircase and wood deck.
- (d) Unit types 4 and 4x consist of a foyer, living room, dining room, dinette area, kitchen, master bedroom, extra bedroom, two bathrooms, laundry closet, utility room and wood deck or patio.
- (4) Units Designations, their respective types of unit and their locations are set forth in Exhibit B, attached hereto.
- (g) <u>Description of Common Elements</u>. The Common Elements are shown on the Declaration Plan and consist of the entire Property exclusive of those portions of the Property which are included within the Units, including, without limitation:
- (1) The Land described in Exhibit A of the Declaration Plan, without limitation, front and side entrance walk, yards, steps, walkways, exterior stairs, walls, signs, lighting fixtures, shrubs, and landscaping and other exterior improvements and excluding Limited Common Element parking spaces;
- (2) All main structural walls, floors and ceilings (including the respective parts thereof included within the title lines of the Units); roofs and roof assemblies and the spaces enclosed thereby; glass, frames and sills of windows (except glass, frames and sills of windows within Units); basement, halls, corridors, patios and decks crawls, stairs and patios constituting entrances to and exits from the Building, interior stairways, mail boxes, foundations, structural parts and supports, load bearing interior and exterior walls, non-load bearing walls and partitions not located within a Unit, party walls, columns, beams, equipment and machinery, as and to the extent that any of the

foregoing are not specifically, by this Declaration and by the Declaration Plan, included within the Units;

- (3) All areas used exclusively for the management, operation and maintenance of the Common Elements or the Property as a whole;
- (4) All lobbies, entrance foyers, utility rooms, service closets, mechanical rooms, and meter rooms rooms;
- (5) Except as and to the extent that all or parts of some systems are owned by the utilities or contract suppliers supplying the respective services involved, all installations of and systems for central services and utilities serving more than one Unit, which are located in or about the Building, including but not limited to systems for electricity, plumbing, light, water, gas, telephone, sewer and drainage, heating and hot water and central cable television system and all other apparatus and installations existing for common use, including all boilers, heaters, tanks, radiators not included within the Unit, pipes, ducts, wires, cables and conduits used in connection therewith, except as and to the extent the same are located within and serve only a single Unit and all apparatus and installations existing for common use;
- (6) All other parts or elements of the Building and other improvements thereon and all personal property necessary or convenient to their existence, management, operation, maintenance and safety or otherwise normally in common use, or as are designated as Common Elements in the Declaration Plan or herein or in the Code of Regulations herein referred to;
- (7) All Units or interests therein held or owned by the Council for and during the period of time and the said Units or interests therein are held or owned by the Council; and
- (8) All easements or uses which are appurtenant to the Land, subject however to any limitations or conditions therein set forth.

The maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided herein and in the Code of Regulations.

(h) Components of Property: Declarant, in order to accomplish the plan of unit property (condominium) ownership herein intended for the Property, hereby agrees and declares that Declarant hereby divides the Property into separate component parcels consisting of Units and Common Elements as said components are defined and described herein and as same are shown on the Declaration Plan, recorded contemporaneously herewith in the Office for the Recording of Deeds for New Castle County in Microfilm No.

Declarant acknowledges that the said Microfilm No. may not be ascertainable at the time of recording this Declaration, and

therefore agrees that when so ascertainable it shall be deemed to have been set forth herein at the time of recording hereof, and that setting forth said Microfilm No.

at any future time in any copies hereof shall not prevent such copy from being a true and correct copy of this Declaration as recorded.

- Section 2.4. Unit Boundaries. The boundaries of each Unit are as follows:
- (a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:
- (1) Upper Boundary: The horizontal plane of the bottom surface of the joists except where there is a dropped ceiling in which locations the upper boundary shall be the horizontal plane which includes the top side of the plaster or drywall of the dropped ceiling.
- (2) Lower Boundary: The horizontal plane of the top surface of the undecorated wood subfloor.
- (b) Vertical (perimetric) Boundaries: The vertical boundaries of the Unit shall be the vertical plane which includes the outermost surface of the plaster or drywall of all walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.
- Section 2.5. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Code of Regulations shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association.
- Section 2.6. Relocation of Unit Boundaries. Relocation of boundaries between Units will be permitted subject to compliance with the provisions therefor in Sections 5.7 and 8.5 of the Code of Regulations and in section 2219(6) of the Unit Property Act, which statute provides that the proportionate undivided interest in the Common Elements may be altered by the recording of an amendment to the Declaration duly executed by all Unit owners affected thereby and the holders of any liens on such Units.

Section 2.7. Percentage Ownership in Common Elements.

(a) The proportionate undivided interest in the Property, fixed solely for the purpose of determining voting rights and allocating relative percentages of ownership and expenses to the units, and not for the purpose of determining market or sales values, and in order to determine a percentage share of each unit and the expense of and rights in the elements held in common as provided in Section 2219 (5) of the Act, shall be as stated in the amount as shown on Schedule B.

(b) Notwithstanding the provisions of Section 2.7(a), the proportionate undivided interest in any Common Elements of any one or more unit owners may be reduced, altered, increased or changed by the recording of an Amendment to this Declaration duly executed by all Unit Owners, their agents or attorneys, affected by such change pursuant to the provisions of § 2219(6) of the Act. Any alteration or change in the proportionate voting rights of any unit owner, other than as provided for in Section 2.9(b) above, shall be made only in accordance with the provisions of the Code of Regulations and upon the unanimous consent of all Unit Owners entitled to vote thereon.

ARTICLE 3

OF COMMON ELEMENTS

Section 3.1. Assignment of Limited Common Elements. A portion of the Common Elements has been and hereby shall be assigned as "Limited Common Elements". This portion of the Common Elements includes but shall not necessarily be limited to the parking spaces which may be assigned to the Unit Owners pursuant to this Declaration and the Code of Regulations patios and decks. Other areas indicated in the Declaration Plan as Limited Common Elements are for the exclusive use of the specific Unit Owners to whose Units these areas may be designated or become appurtenant. The Declarant may evidence such assignment in the deed to the Unit to which such Limited Common Elements shall be designated or become appurtenant. If a Unit Owner acquires the right to the exclusive use of such a Limited Common Element subsequent to settlement on the Unit, the Declarant may but need not evidence such assignment in a separate written agreement with the Unit Owner.

Section 3.2. Designation of Reserved Common Elements. The Council shall have the power in its discretion to: (i) designate from time to time certain Common Elements as Reserved Common Elements; (ii) grant reserved rights thereon to the Unit Owners Association or to any or less than all of the Unit Owners; and (iii) establish a reasonable charge to such Unit Owners for the use and maintenance thereof. Such designation by the Council shall not be construed as a sale or disposition of the Common Elements.

ARTICLE 4

EASEMENTS

In addition to the easements created by sections 2205 and 2215 of the Unit Property Act, the following easements are hereby granted and/or reserved:

Section 4.1. Easement to Facilitate Sales. Declarant reserves the right to use any Units owned or leased by Declarant as models, management offices, sales offices (for this and other projects) or customer service offices until Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant. Declarant reserve the right to relocate the same from time to time within the Property; upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of Declarant. Prior to assignment as Limited Common Elements, Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes.

Section 4.2. Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

- (a) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, including without limitation, an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving his Unit, regardless of the location of such Common Elements. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. Each Unit shall have an easement, to the extent necessary, for structural support over every other Unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit. Each Condominium Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same. The foregoing easements shall run with the Property and inure to the benefit of and be binding upon the Council and each Unit Owner, mortgagee, lessee, occupant, or other person having any interest in any Unit or in the Common Elements. This provision shall be subject to such reasonable rules, regulations and restrictions as may be imposed by the Unit Owners Association.
- (b) Declarant reserves in favor of Declarant and the Managing Agent and/or any other person authorized by the Council the right of access to any Unit as provided in Section 2215 of the Unit Property Act and Section 5.8(b) of the Code of Regulations. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time.

- (c) Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.
- Section 4.3. Declarant's Right to Grant Easements. shall have the right, prior to the termination of the Declarant Control Period, and hereby does reserve an easement and right-of-way through, under, over and across the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities. Declarant shall also have the right, prior to the termination of the Declarant Control Period, and hereby does reserve an easement and right-of-way through over, under and across the Property for motor vehicle operators who may seek to use the Property's driveway and parking lot as a means of ingress or egress when traveling to or from parking facilities constructed by Declarant on lands adjacent to the Property, in order to accommodate parking on said adjacent lands. In any such case, Declarant shall grant a similar easement to Unit owners who may seek to use parking facilities and ways on adjacent lands as a means of ingress or egress to or from the Property. Declarant shall have the right, prior to the termination of the Declarant Control Period, and hereby does reserve any other easements and rights-of-way required to facilitate sharing of services between the Condominium and any portion of the Property not then part of the Condominium; provided, however, that the owners of such other portions bear a pro rata share of the cost thereof in proportion to the relative number of dwelling units on such portions and on the Condominium.
- Section 4.4. Encroachments. If any portion of any Unit or of the Common Elements hereafter encroaches upon any Unit or upon any other portion of the Common Elements, as a result of (1) settling or shifting of any Building, other than as a result of the purposeful or negligent act or omission of the owner of the encroaching Unit, or of the Council in the case of encroachments by the Common Elements, (2) deviations arising from the original construction, or (3) alterations, repairs or minor additions to any Unit or to any portion of the Common Elements, a valid easement shall exist appurtenant to such encroachment and for the maintenance of the same so long as such Building stands. In the event that the building shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation then, if such Building shall be rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, where such encroachments are necessary to complete such rebuilding or are not a result of the purposeful or negligent act or omission of the Unit Owner of the encroaching Unit or of the Council, shall be permitted, and valid easements appurtenant to the encroaching Unit or Common Element for each such encroachment and the maintenance thereof shall exist so long as such rebuilt Building shall stand. The foregoing easements shall run with the Property and inure to the benefit of and be binding upon the Council, each Unit Owner,

and each mortgagee, lessee, occupant or other person having any interest in any Unit or in the Common Elements at the time of reference.

Section 4.5. Reservation of Easement. To allow the Declarant to make such minor changes in location, and to complete construction on the Property, the Declarant hereby reserves an easement into itself and its successors and assigns, to survive the recording of this Declaration. The Declarant does hereby reserve unto itself, an easement to construct the Condominium on the Land as delineated on the Declaration Plan, as well as the right to store materials on the Common Elements during the construction of improvements on and to the Property. In conjuction with this reservation, the Declarant reserves unto itself, its successors and assigns the right to make minor revisions as to the precise location o the Units and Common Elements from the approximate location of same established on the Declaration Plan. This reservation of easement unto the Declarant shall be in effect until December 31, 1989, and the reservation of easement shall run with the land and shall be binding upon each Owner and mortgagee of a Unit, and shall be deemed to have been granted unto said Declarant, by each grantee of the Developer, upon acceptance of the Declarant's deed, to enable the Developer to effectuate, execute acknowledge and deliver any documents necessary, to empower the Declarant to complete the Condominium, as may be required by the Declarant.

ARTICLE 5

AMENDMENT TO CONDOMINIUM DOCUMENTS: REQUIRED CONSENT

No amendment of the Declaration may be made without the prior written approval of the required percentage of Mortgagees where such approval is provided for in Section 8.5 of the Code of Regulations or where such approval is required elsewhere in the Condominium Documents or by the Unit Property Act. No amendment shall be made to any Condominium Instrument during the Declarant Control Period without the written consent of the Declarant. No amendment to the Condominium Documents shall diminish or impair the rights of Mortgagees under the Condominium Documents without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Documents without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person or entity hereunder. Except as specifically provided in the Condominium Documents no provision of the Condominium Instruments shall be construed to grant to any Unit Owner, or to any other Person, any priority over the rights of Mortgagees.

ARTICLE 6

RIGHT TO LEASE OR SELL UNITS

Declarant shall own in fee simple each Condominium Unit not sold to any purchaser or otherwise transferred. Declarant retains the right to enter into leases with any third parties for the occupancy of any of the Units owned by Declarant.

ARTICLE 7

SPECIAL DECLARANT RIGHTS; TRANSFER

Section 7.1. Special Declarant Rights. Special Declarant Rights are those rights reserved for the benefit of Declarant as provided for in the Condominium Act and the Condominium Documents, and shall include without limitation the following rights: (a) to complete improvements indicated on the Declaration Plan filed with Declaration; (b) to maintain sales offices, management offices, signs advertising the Condominium and models; (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium, and (d) to appoint or remove any officer of the Unit Owners Association or the Council during any Declarant Control Period.

Section 7.2. Transfer of Special Declarant Rights.

- (a) Except as specifically provided in Section 7.2(c), no special Declarant rights created or reserved under the Unit Property Act or as provided in the Condominium Instruments may be transferred except by an instrument evidencing the transfer recorded in the office of the Recorder of Deeds in and for New Castle County, Delaware. The instrument is not effective unless executed by the transferor and transferee.
- (b) Upon transfer of any special Declarant right, the liability of a transferor Declarant is as follows:
- (1) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by the Unit Property Act. Lack of privacy does not deprive any Unit Owner of standing to bring an action to enforce any obligation to the transferor.
- (2) If a transferor retains any special Declarant rights, or if a successor to any special Declarant rights is an affiliate of a Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant by the Unit Property Act or by the Condominium Instruments arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.
- (3) A transferor who retains no special Declarant rights has no liability for any act or omission, or any breach of contractual or

warranty obligation arising from the exercise of a special Declarant right by a successor Declarant who is not an affiliate of the transferor.

- (c) In case of foreclosure of the Mortgage or deed in lieu of foreclosure from Declarant, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium, a person (which includes, without limitation a Mortgagee, its successors and assigns) acquiring title to all the Units being foreclosed or sold, succeeds to all special Declarant rights. The judgment or instrument conveying title shall not include the transfer of any special Declarant rights waived by the person acquiring title.
- (d) Upon foreclosure, sale by a trustee under a deed of trust, or sale under the Bankruptcy Code or receivership proceedings, of all Units in a Condominium owned by a Declarant: (1) the Declarant ceases to have any special Declarant rights, and (2) the period of Declarant control as provided in the Unit Property Act and Code of Regulations terminates unless the judgment or instrument conveying title provides for transfer of all special Declarant rights to a successor Declarant.
- (e) The liabilities and obligations of persons who succeed to special Declarant rights are as follows:
- (1) A successor to any special Declarant right who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any Declarant by the Unit Property Act or by the Condominium Instruments.
- (2) A successor to any special Declarant right, other than a successor described in paragraphs (3) or (4) of this Section 7.2., who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed upon a Declarant by the Unit Property Act or the Condominium Instruments, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Declarant.
- (3) A successor to only a right reserved in the Condominium Documents to maintain models, sales offices, and signs, if he is not an affiliate of a Declarant, may not exercise any other special Declarant right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a public offering statement and any liability arising as a result thereof.
- (4) A successor to all special Declarant rights who is not an affiliate of a Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Units under subsection (c), may declare his intention in a recorded instrument to hold those rights solely for transfer to

another Person. Thereafter, until transferring all special Declarant rights to any Person acquiring title to any Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the Council in accordance with the provisions of the Unit Property Act and the Condominium Instruments for the duration of any Declarant Control Period and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special Declarant rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions.

(f) Nothing in this Article subjects any successor to a special Declarant right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under the Unit Property Act or the Condominium Instruments.

ARTICLE 8

COUNCIL

- Section 8.1. The names of the first members of Council and their addresses are as follows:
- Section 8.2. The number, duration of term, method of filling vacancies, duties and qualifications of members of Council shall be provided for by the Code of Regulations.

ARTICLE 9

USE OF UNITS AND COMMON ELEMENTS

- Section 9.1. Restrictions On Use of Units and Common Elements: Rules and Regulations.
- (a) <u>Restrictions</u>. Each Unit and the Common Elements shall be occupied and used as follows:
- (1) Units shall be used only for residential purposes for which Units were designed. The Council may permit reasonable, temporary non-residential or non-office uses from time to time. Nothing in these Regulations shall be construed to prohibit the Declarant from using any Unit owned by Declarant for promotional, marketing or display purposes or

from using any appropriate portion of the Common Elements for settlement of sales of Condominium Units.

- (2) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Council. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.
- (3) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Council, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.
- (4) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for such storage by the Condominium Instruments or the Council) without the approval of the Council. Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Council or the Covenants Committee, as appropriate.
- (5) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The lobbies, foyers, public halls and stairways shall be used for no purpose other than for normal transit.
- (6) No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than one month. No portion of any Unit (other than the entire Unit) shall be leased for any period. No Unit Owner shall lease a Unit other than on a written form of lease: (i) requiring the lessee to comply with the Condominium Instruments and Rules; (ii) providing that failure to comply constitutes a default under the lease, and (iii) providing that the Council has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five days' prior written notice to the Unit Owner, in the event of a default by the tenant in the performance of the lease. The Council may provide a suggested standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Council. The

foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to the Declarant, or to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

- (7) Trailers, campers, recreational vehicles, boats and other large vehicles may not be parked on the Property except with the prior written consent of the Council and only if they do not exceed the dimensions of the entry to the parking lot and fit wholly within a parking space which may be assigned to the Unit owner as a Limited Common Element. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.
- (8) The maintenance, keeping, board and/or raising of animals. livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed one per Unit without the approval of the Council, is permitted, subject to the Rules adopted by the Council; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten days written notice from the Council. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Unit Owners Association, each Unit Owner and the Declarant free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Council and shall otherwise be registered and innoculated as required by law. The Council may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Unit Owners Association resulting from the presence of such pets.
- (9) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Elements without the prior written approval of the Council. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.
- (10) Sufficient carpeting, rugs and padding shall be maintained on the floor surfaces (excluding kitchens, laundry rooms, closets and bathrooms) in the portion of Units located over other Units to adequately reduce transmission of sound between Units.

- (11) If two or more adjacent Units are owned by the same Unit Owner, said Unit Owner may with the prior written consent of Council, move or remove the common wall or walls or other divisions between said Units, provided, however, that such action shall be in conformity with all building codes and governmental regulations applicable thereto and shall not endanger the soundness or safety of any portion of the Property, including said Units. Furthermore, no such action shall encroach upon any space belonging to another Unit not owned by the same owner or to any Common Element, nor shall it sever, move or otherwise interfere with pipes, ducts, cables, wires, conduits, public utility lines or other such Common Elements serving Units owned by others, and such Unit Owner shall be responsible for accomplishing and paying the costs of any amendments to the Plan and Declaration as may be required thereby.
- (12) Except as provided in Sections 2205 and 2239 of the Unit Property Act, no Unit Owner may at any time bring or maintain any action at law or equity, for partitioning of any unit; nor bring or maintain any proceeding to subdivide any Unit pursuant to any Subdivision and Land Development Laws applicable thereto. (Subdivision of any Unit shall be effected wholly in accordance with Section 5.7 of the Code of Regulations.)
- (13) No Unit Owner shall do or permit any act which would jeopardize the soundness or safety of the Property or impair any easement or hereditament without the unanimous consent of all of the Unit Owners affected thereby. Each Unit Owner or lessee or sub-lessee of any Unit may use the Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of other Unit Owners, subject to the provisions hereof, of the Code of Regulations, and of the Rules and Regulations promulgated pursuant thereto.
- (14) No Common Element which is a space directly accessible only by or through a given Unit, or other portion of the Common Elements which have been specifically allocated to any Unit shall be used or entered other than with the consent of the Unit Owner of such Unit except as otherwise provided in this Declaration or the Code of Regulations.
- (15) The Percentage Interest of a Unit in the Common Elements and the easements and rights appurtenant to a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Percentage Interest in the Common Elements, whether or not expressly referred to in the instrument effecting the same. The Percentage Interests of the Units in the Common Elements and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said Percentage Interests shall be deemed to be conveyed, transferred,

alienated or encumbered with its respective Unit notwithstanding that the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee title to the Unit and such interest is not referred to therein; except as otherwise herein permitted below.

- (16) The Common Elements shall remain undivided and no action for partition or diversion of any part thereof shall be permitted, except as provided in Section 2239 of the Act; and the Common Elements shall not be abandoned, encumbered, sold or transferred unless there shall be unanimous written approval thereof by all Unit Owners and the holders of liens thereon, except as otherwise herein permitted.
- (17) The Percentage Interest appurtenant to each Unit in the Common Elements shall be a permanent character, shall be inseparable from each Unit, but may be altered, transferred or exchanged pursuant to an amendment to the Declaration duly executed by all of the Unit Owners affected thereby and recorded.
- (18) No Unit Owner may exempt himself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise.
- (19) In conjuction with Declarant's rights under Section 4.1 herein, and notwithstanding anything contained herein or the Code of Regulations, to the contrary, prior to the sale by Declarant of each of the ten (10) Units, and during the one-year period following the sale of the last of said ten (10) Units, Declarant shall have the right to use (a) a Unit purchased by it or by an affiliated or related entity, or (b) a Unit rented to it, or to an affiliated or related entity as tenant, as an office for the conduct of its business, presently known as City Systems, Inc.
- (20) Changes to Rules and Regulations. Each Unit and the Common Elements shall be occupied and used in compliance with the rules which may be promulgated and changed by the Council. Copies of the Rules shall be furnished by the Council to each Unit Owner. Changes to the Rules shall be disclosed by written notices prior to the time when the same shall become effective and said notices shall be furnished to each Unit Owner.

ARTICLE 10

NO OBLIGATIONS

Nothing contained in the Condominium Instruments shall be deemed to impose upon the Declarant or its successors or assigns any obligation of

any nature to build, construct or provide any buildings except to the extent required by the Unit Property Act.

ARTICLE 11

CODE OF REGULATIONS

Section 11.1. Code of Regulations and Rules. The first members of the Council have adopted a Code of Regulations and Rules for the administrative regulation and management of the Property and which has been recorded contemporaneously with the recording of this Declaration and the Declaration Plan in the Office for the Recording of Deeds for New Castle County, Delaware in Deed Book , Page Each Unit Owner subject to the rights set forth in Section 2211(3) of the Unit Property Act, shall comply with the Code of Regulations and with the Rules governing the details and the use and operation of the Property and the use of the Common Elements as may be in effect from time to time and with the covenants, conditions and restrictions set forth in the Declaration or in the deed to his Unit or in the Declaration Plan. Failure to comply with the Code of Regulations and with such Rules governing the details and the use and operation of the Property and the use of the Common Elements as may be in effect from time to time as well as the covenants. conditions and restrictions set forth in the Declaration or in deeds of Units or in the Declaration Plan shall be grounds for an action for the recovery of damages or for injunctive relief or both maintainable by any member of the Council on behalf of the Council or the Unit Owners or in a proper case by an aggrieved Unit Owner or by a person who holds a mortgage lien upon a Unit and is aggrieved by any such noncompliance.

ARTICLE 12

UNITS SUBJECT TO DECLARATION

Section 12.1. Units Subject to Declaration, Code of Regulations and Rules: All present and future owners, lessees, occupants and mortgages of the Units shall be subject to and shall comply with the restrictions, covenants, conditions and provisions of the Unit Property Act, this Declaration, the Declaration Plan, the Deeds to the Units, the Code of Regulations and the Rules governing the details of the use and operation of the Property and the Common Elements, as such Rules may be duly adopted or amended from time to time pursuant to the Code of Regulations.

The acceptance of a deed, lease, or other instrument of conveyance or right of occupancy to any Unit, or mortgage upon any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Unit Property Act, this Declaration, the Declaration Plan, the Code of Regulations, the Rules, and the covenants, conditions and restrictions set forth in this Declaration and in the deed to

each Unit are accepted and ratified by such owner, lessee, mortgagee or occupant, and all such provisions shall be covenants running with the Property and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every such deed, lease, other instrument of conveyance, right of occupancy or mortgage.

BE IT REMEMBERED, that on this day of , 1988, personally came before me the Subscriber, a Notary Public for the State of Delaware, SELVINO CERICOLA, President, and BONNIE SHERR, Secretary, of CITY SYSTEMS, INC., a corporation existing under the laws of the State of Delaware, party to this Declaration known to me personally to be such, and acknowledged this Declaration 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 Declaration 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.

	NOTARY PUBLIC
Mv	Commission Expires
МУ	Commission Expires

EXHIBIT B

UNIT DESIGNAT	TION	BUILDING	& LOCATION*	TYPE OF UNIT	PERCENTAGE INT.
5201 LeParc I	Unit 2 Unit 3 Unit 4 Unit 5 Unit 6 Unit 7	Bldg. A, Bldg. A, Bldg. A, Bldg. A, Bldg. A, Bldg. A,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Left 4th Floor Right	2 2X 2 2X 2	1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 %
5203 LeParc D	Unit 2 Unit 3 Unit 4 Unit 5 Unit 6 Unit 7	Bldg. B, Bldg. B, Bldg. B, Bldg. B, Bldg. B, Bldg. B,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Right 4th Floor Right	1X 1 1X 1	1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 %
5205 LeParc D	Unit 2 Unit 3 Unit 4 Unit 5 Unit 6 Unit 7	Bldg. C, Bldg. C, Bldg. C, Bldg. C, Bldg. C, Bldg. C,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Right 4th Floor Right	2 2X 2 2X 2 2X 2 2X 2	1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 %
5207 LeParc D	Unit 2 Unit 3 E Unit 4 E Unit 5 E Unit 6 E Unit 7 E E Unit 7 E E E Unit 7 E E E E E E E E E	31dg. D, 31dg. D, 31dg. D, 31dg. D, 31dg. D,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Left 4th Floor Right	2 2X 2 2X 2 2X 2 2X 2	1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 %
5209 LeParc Di	Unit 2 E Unit 3 E Unit 4 E Unit 5 E	31dg. E, 31dg. E, 31dg. E, 31dg. E,	lst Floor Left 1st Floor Right 2d/3d Floors Lef 2d/3d Floors Rig 3d/4th Floors Le 3d/4th Floors Ri	ht 3 ft 4X	1.4848 % 1.4848 % 1.6059 % 1.6059 % 1.9097 % 1.9097 %

 $[\]star$ Left/Right designations are oriented from Governor Printz Boulevard, facing the Buildings and Le Parc Drive.

UNIT DESIGNATION	BUILDING	& LOCATION*	TYPE OF UNIT	PERCENTAGE INT.
Uni Uni Uni	t 2 Bldg. F, t 3 Bldg. F, t 4 Bldg. F, t 5 Bldg. F,	1st Floor Left 1st Floor Right 2d/3d Floors Le 2d/3d Floors Ri 3d/4th Floors L 3d/4th Floors R	1 ft 3X ght 3 eft 4X	1.4848 % 1.4848 % 1.6059 % 1.6059 % 1.9097 %
5213 LeParc Drive Uni Uni Uni Uni Uni Uni Uni Uni	t 2 Bldg. G, t 3 Bldg. G, t 4 Bldg. G, t 5 Bldg. G, t 6 Bldg. G, t 7 Bldg. G,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Left 4th Floor Right	2 2X 2 2X 2 2X 2 2X 2	1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 %
	t 2 Bldg. H, t 3 Bldg. H, t 4 Bldg. H, t 5 Bldg. H, t 6 Bldg. H, t 7 Bldg. H,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Right 4th Floor Right	2 2X 2 2X 2 2X 2 2X 2	1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 %
Unii Unii Unii Unii Unii	t 2 Bldg. I, t 3 Bldg. I, t 4 Bldg. I, t 5 Bldg. I, t 6 Bldg. I, t 7 Bldg. I,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Right 4th Floor Right		1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 % 1.4848 %
5219 LeParc Drive Unit Unit Unit Unit Unit Unit Unit Unit	t 2 Bldg. J, t 3 Bldg. J, t 4 Bldg. J, t 5 Bldg. J, t 6 Bldg. J, t 7 Bldg. J,	1st Floor Left 1st Floor Right 2d Floor Left 2d Floor Right 3d Floor Left 3d Floor Right 4th Floor Left 4th Floor Right	2 2X 2 2X 2 2X 2 2X	1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 % 1.1717 %

All those two certain lots, pieces or parcels of land, with the huildings thereon erected, situate in Brandywine Hundred, Hew Castle County and State of Delaware, and more particularly hounded and described according to a recent survey made by Mann-Talley Engineers & Surveyors, Inc., of Wilmington, Delaware, dated April 20, 1987, as follows, to wit:

BFGINMING for the same at a point on the northwesterly right of wav line of Governor Printz Boulevard, at varying widths, said point being a common corner for this lot and Kynlyn Apartments, thence along said Governor Printz Boulevard the four (4) following courses and distances; South 21 degrees 46 minutes 22 seconds West, 266.09 feet South 28 degrees 36 minutes 03 seconds Mest, 414.35 feet along the arc 198.60 feet to the right with a radius of 5519.57 feet in a southwesterly direction and South 36 degrees 29 minutes 02 seconds West 44.69 feet, thence; 1) North 53 degrees 10 minutes 00 seconds West, 189.28 feet, thence; 2) North 36 degrees 50 minutes 00 seconds East, 174.80 feet, thence; 3) North 53 degrees 10 minutes 00 seconds West, 83.30 feet, thence; 4) North 36 degrees 50 minutes no seconds East, 560.00 feet, thence; 5) North 7 degrees 40 minutes 00 seconds East, 82.55 feet, to a point in the centerline of a 15 feet wide right of way, thence along said right of way. 6) North 55 degrees 23 minutes 00 seconds West, 23.05 feet thence along said right of way. 7) North 24 degrees 15 minutes 00 seconds Fast, 72.00 feet, thence along said right of way. 8) North 28 degrees 15 minutes 00 seconds East, 131.65 feet, along said right of way to the center line of Lighthouse Road at 40 feet wide and lands of Kynlyn Apartments; 9) South 53 degrees 10 minutes 00 seconds East 299.80 feet along said lands of Kynlyn Apartments to the point and place of Beginning, and containing within these metes and bounds, 5.64 acres of land more or less.

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TOGETHER with the free use and privilege, in common with others entitled thereto forever, of the following rights of way and easements for ingress, egress and regress and also for the construction, installation and maintenance of sewers, water lines, and other utilities in, over and along the following described parcels of land:

No. 1. BEGINNING at a point in the Northwesterly right of way line of Governor Printz Boulevard (formerly Northeast Boulevard), said point being the following courses and distances from a point in said Northwesterly right of way line located 120 feet Northeasterly from the Northeasterly side of Lore Avenue, measured at right angles thereto; first, by a curve to the left having a radius of 2815.06 feet an arc distance of 226.24 feet and second, by another curve to the left having a radius of 5529.57 feet an arc distnace of 170.12 feet to the point of Reginning; thence from said point of Beginning, North 53 degrees 10 minutes West, 177.75 feet to a point; thence by a curve to the right having a radius of 158.48 feet an arc distance of 211.37 feet to a point; thence North 23 degrees 15 minutes East, 150.69 feet to a point; thence North 53 degrees 10 minutes West, 51.44 feet to a point; thence South 23 degrees 15 minutes West 162.77 feet more or less, to a point in the radius extended of said last mentioned curve to the right passing through the last mentioned point in said curve to the right; thence in a Northwesterly direction and by said radius extended 10 feet to a point; thence by a curve to the left having a radius of 218.48 feet and concentric with said last mentioned curve to the right having a radius of 158.48 feet an arc distance of 291.39 feet to a point; thence South 53 degrees 10 minutes East, 170.03 feet to a point in said Northwesterly right of way line of Governor Printz Roulevard (formerly Northeast Boulevard); and thence thereby and by a curve to the left having a radius of 5529.57 feet an arc distance of 60.49 feet to the point and place of Reginning.

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No. 2. A parcel of land 50 feet wide, the center line of which is described as follows:

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BEGINNING at a point in the center of the bed of River Road, said point being the following courses and distances from the Northeasterly side of Lore Avenue, measured along the center of the hed of River Road; first, North 45 degrees 77 minutes 30 seconds East 434.25 feet; and second, North 38 degrees 42 minutes 30 seconds East, 786.13 feet; thence from said point to Beginning, South 37 degrees 28 minutes Fast, 176.70 feet to a point; thence South 17 degrees 46 minutes Fast 427.52 feet to a point; thence South 42 degrees 39 minutes East, 209 feet to a point; thence by a curve to the left having a radius of 100 feet an arc distance of 89.85 feet to a point, at which point said right of way divides into two branches, the center line of the first of which branches continues by said curve to the left an additional arc distance of 121.65 feet to a point and the center line of the second of which branches continues as follows; First, South 5 degrees 5 minutes West, 221.34 feet to a point; thence South 14 degrees West 160 feet to a point; and thence South 59 degrees Fast, 568.85 feet to a point, in the Southeasterly side of the first described right of way.

The parties of the second part, for themselves and their and each of their respective heirs and assigns, by the acceptance of this deed, covenant, promise and agree as follows:

- 1. That in building, constructing and installing sewers, water lines and other utilities in and along the above described rights of way, they shall be so constructed as to make them available for, and permit the adjoining owners to connect to such lines, and that said lines shall be constructed in a size that will be large enough to be adequate for the use of the other owners and occupiers of land abutting on and through which the said rights of way run.
- That in constructing a road in and upon the above described rights of way, it shall be constructed and completed along the entire width of said rights of way, and that said road shall be constructed along said rights of way to the boundary limits of the property hereby conveyed.

The foregoing covenants shall be taken and deemed to be covenants running with the land.

The land hereby conveyed to the party of the second part are conveved:

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1. Together with the free use and privilege, in common with others entitled thereto forever, of a right of way for ingress, egress and regress in and along Lighthouse Road, as presently existing, for the distance of 1511.37 feet measured along the center of the bed of Lighthouse Road from the center of the bed of River Road, and also together with the free use and privilege, as aforesaid of a proposed right of way for ingress, egress and regress in and along a strip of land 30 feet wide, including the Southwesterly half of the present hed of Lighthouse Road, bounded and the Northwest by the Southeasterly side of River Road, on the Northeast by the center of the bed of Lighthouse Road, as presently existing, and on the Southwest by a line parallel with and 30 feet distant from the center of the bed of Lighthouse Road, as presently existing, and extending on its Northeasterly boundary to a point in the center of the bed of Lighthouse Road, as presently existing, which is South 53 degrees 10 minutes East, 888.65 feet from the intersection of the center of the hed of River Road with the center of the bed of Lighthouse Road; and

2. Subject to and together with the free use and privilege in common with other entitled thereto forever, of a 15 feet wide right of way leading into Lighthouse Road for ingress, egress and regress, the center line of which said 15 feet wide right of way is described as follows:

REGIPHING at a point in the center of the hed of Lighthouse Poad, as presently existing, said point heing South 53 degrees 10 minutes Fast, 1511.37 feet from the intersection of the center of the bed of River Road with the center of the bed of Lighthouse Road; thence South 28 degrees 15 minutes West 133 feet to a point; thence South 24 degrees 15 minutes West, 72 feet to a point; and thence South 55 degrees 23 minutes Fast, 23.05 feet to a point.

The parties of the second part, for themselves and their and each of their respective heirs and assigns, by the acceptance of this Deed, covenants, premises and agree as follows:

- 1. That neither they nor any of them will at any time or times hereafter change or disturb any presently existing water line or line upon the promise hereby conveyed, except to move said line or lines to another location or locations upon said promises, and that in the event they or any of them undertake to move any such presently existing water line, the same shall be done without any interruption in the flow and supply of water, and the new line constructed or installed shall be of at least the same size and capacity as the presently existing line which it replaces, and that adequate notice of the intention to change or disturb any existing water line and to make a new connection shall be given to all persons who might be effected thereby.
- 2. That neither they nor any of them will, at any time or times hereafter, change or disturb any presently existing electric line, gas line, telephone line, telegraph line, or any utility line, sewer line, or drain of any nature whatsoever, except to move such utility line, sewer line or drain to another location upon said premises, and that in the event they or any of them undertake to move any such presently existing utility line, sewer line or drain, the same shall be done without any interruption in the use of such utility line, sewer line or drain, and the new utility line, sewer line or drain constructed or installed shall be of at least the same size and capacity as the presently existing utility line, sewer line or drain, which it replaces, and that adequate notice of the intention to change or disturb any existing utility line, sewer line or drain shall be given to all persons who might be affected thereby.

The foregoing covenants shall be taken and deemed to be convenants running with the land.

FIRST AMENDMENT TO DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES LOCATED IN BRANDYWINE HUNDREDS, NEW CASTLE COUNTY, DELAWARE PURSUANT TO THE UNIT PROPERTY ACT OF THE STATE OF DELAWARE FOR LE PARC CONDOMINIUMS

Le Parc Condominium Association hereby amends the above captioned Declaration of Le Parc Condominiums, the original of which is recorded in the Office of the Recorder of Deeds, in and "Declaration", by filing this first amendment thereto, pursuant to and duly authorized by Paragraph 2.7(b) of the Declaration, which amendment if as follows:

> Schedule B of the Declaration is hereby deleted in it's entirety and the attached Exhibit "B" is hereby substituted in lieu thereof.

IN WITNESS WHEREOF, the undersigned, being duly elected Council of Le Parc Condominiums as of the date hereof, pursuant to the provision of paragraph 2.7(b) of the Declaration, and pursuant to the Unit Property Act of the State of Delaware Section 2207, and after a Special Meeting held on July 20, 1995, and after a quorum was attended, the owners of Le Parc Condominiums voted by an overwhelming majority that they hereby join, make, and file the First Amendment to the Declaration for the purpose of reallocating the proportionate percentage interests to correct an error in the Declaration and the share of voting rights appurtenant to each of the condominium units therein accordance with the provisions of the Declaration, as amended from time to time intending to be legally bound and dated this 18th day of December 1995

Parc Condominium Associati

LEO JOHN RAMUNNO,

VICE-PRESIDENT

PAULA MCKEENAN

COUNCILMEMBER AT LARGE

ALLEN RUTH, TREASURER

AMY SPEARS SECRETARY

Speed LE PARC

SECET

LE PARC CONDOMINIUMS % ASSET MANAGEMENT CO

Return address: 222 Delaware Avenue, P. O. Box 710, Wilmington, Delaware, 19899

5/32985

MICHAEL B. BATTAGLIA

RECEIVEL 1: 4 DECIMB HOCO 95 DEC 20 P I2: 36

BK2029FS0166

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

MCTARY PUBLIC Kagmust

STATE OF DELAWARE)

SS.

NEW CASTLE COUNTY)

BE IT REMEMBERED that on this ISIN day of Nerth 1995 appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, LEO JOHN RAMINNO, who being by me duly sworn according to law, did depose and say that he/she is a party to the above First Amendment to Declaration and that it is true and correct to the best of his/her knowledge and belief.

HOLENA C KAZMITER

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STATE OF DELAWARE)

NEW CASTLE COUNTY)

appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Allen RUTH, who being by me duly sworn according to law, did depose and say that he/she is a party to the above First Amendment to Declaration and that it is trie, and correct to the best of his/her knowledge and belief.

MOTARY PUBLIC

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BK2029PG0167

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this day of Decombil 1995 appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, PAULA MCKEENAN, who being by me duly sworn according to law, did depose and say that he/she is a party to the above first Amendment to Declaration and that it is true and correct to the best of his/her knowledge and belief.

HOLENA C KOSMULLE NOTARY FUBLIC

STATE OF DELAWARE)

) SS.

NEW CASTLE COUNTY)

BE IT REMEMBERED that on this day of the state appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, AMY SPEARS, who being by me duly sworn according to law, did depose and say that he/she is a party to the above First Amendment to Declaration and that it is true and correct to the best of his/her knowledge and belief.

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BK2029PG0168

Exhibit "B"

UNIT DESIGNATION INT.			BUILD	ING & LOCATION	UNIT TYPE	PERCENTAGE
5201 LeParc Drive	Unit Unit Unit Unit Unit Unit Unit Unit	1 2 3 4 5 6 7 8	Bidg Bidg Bidg Bidg Bidg Bidg Bidg	A, 1st Floor Left A, 1st Floor Right A, 2nd Floor Left A, 2nd Floor Left A, 3rd Floor Left A, 3rd Floor Left A, 3rd Floor Left A, 4th Floor Right A, 4th Floor Right	2 2X 2 2X 2 2 2X 2X 2X	1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 %
5203 LeParc Drive	Unit Unit Unit Unit Unit Unit Unit	1 2 3 4 5 6 7 8	Bidg Bidg Bidg Bidg Bidg Bidg Bidg	B,1st Floor Left B,1st Floor Right B, 2nd Floor Left B, 2nd Floor Right B, 3rd Floor Left B, 3rd Floor Right B, 4th Floor Left B, 4th Floor Right	1X 1 1X 1 1X 1 1X 1	1 1614 % 1 1614 % 1 1614 % 1.1614 % 1.1614 % 1.1614 % 1.1614 % 1.1614 %
5205 LeParc Drive	Unit Unit Unit Unit Unit Unit Unit	1 2 3 4 5 6 7 8	Bidg Bidg Bidg Bidg Bidg Bidg Bidg Bidg	C, 1st Floor Left C, 1st Floor Right C, 2nd Floor Right C, 2nd Floor Right C, 3rd Floor Left C, 3rd Floor Right C, 4th Floor Right C, 4th Floor Right	2 2X 2 2X 2 2X 2 2X 2	1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 % 1 3103 %
5207 LeParc Drive	Unit Unit Unit Unit Unit Unit Unit Unit	1 2 3 4 5 6 7	Bidg Bidg. Bidg. Bidg Bidg Bidg Bidg	D. 1st Floor Left D. 1st Floor Right D. 2nd Floor Left D. 2nd Floor Left D. 3rd Floor Left D. 3rd Floor Left D. 4th Floor Left D. 4th Floor Right	2 2X 2 2X 2 2X 2 2X 2X	1 3103 % 1 3103 % 1,3103 % 1 3103 % 1 3103 % 1,3103 % 1 3103 %
5209 LeParc Drive	Unit Unit Unit Unit Unit Unit Unit	1 2 3 4 5	Bidg Bidg Bidg Bidg Bidg Bidg	E, 1st Floor Left E, 1st Floor Right E, 2nd/3rd Floor Left E, 2nd/3rd Floor Right E, 3rd/4th Floor Right E, 3rd/4th Floor Right	1X 1 3X 3 4X 4	1 1614 % 1 1614 % 1 6247 % 1 6247 % 1 8449 % 1 8449 %

^{*} Left/Right designations are oriented from Governor Printz Boulevard, facing the Buildings and LeParc Drive.

UNIT DESIGNA	TION		BUILDING & LOCATION	UNIT TYPE	PERCENTAGE
5211 LaParc Driv	e Un	ıt 1	Bidg F, 1st Floor Left	1X	44544 44
· · · · · · · · · · · · · · · · · · ·	Un		Bldg. F. 1st Floor Right	1^	1.1614 %
	Uni		Bidg. F, 2nd/3rd Floor Left	3X	1.1614 % 1.6247 %
	Un		Bldg F, 2nd/3rd Floor Right	3	1.6247 % 1.6247 %
	Uni		Bldg F. 3rd/4th Floor Left	4X	
	Uni		Bidg F, 3rd/4th Floor Right	4	1.8449 % 1.8449 %
5213 LeParc Drivs	Unit	1	Bidg G, 1st Floor Left		
AT IO COL TIC DILA	Unii		Bidg. G. 1st Floor Len	2	1.3103 %
	Unil		Bidg G, 2nd Floor Left	2X	1.3103 %
	Unit		Bidg G, 2nd Floor Right	2	1 3103 %
	Unit		Bidg G, 3rd Floor Left	2X	1 3103 %
	Unit		Bidg G, 3rd Floor Right	2 2X	1.3103 %
	Unst		Bldg G, 4th Floor Left	21.	1.3103 %
	Unit		Bldg G, 4th Floor Right	2x	1.3103 %
			and at the state of the state o	24	1.3103 %
5215 LeParc Drive	Unit	f	8ldg H, 1st Floor Left	2	1.3103 %
	Unit	2	Bidg H, 1st Floor Right	2X	1.3103 %
	Unit	3	Bidg H, 2nd Floor Left	2	1 3103 %
	Unit	4	Bidg H, 2nd Floor Right	2X	1.3103 %
	Unit	5	Bidg H, 3rd Floor Left	2	1.3103 %
	Unit	6	Bldg H, 3rd Floor Right	2X	1.3103 %
	Unit	7	Bldg H, 4th Floor Left	2	1 3103 %
	Unit	8	Bldg H, 4th Floor Right	2X	1.3103 %
5217 LeParc Drive	Unit	1	Bidg f. 1st Floor Left	1X	1.1614 %
	Unit	2	Bldg I, 1st Floor Right	1	1.1614 %
	Unit	3	Bldg I, 2nd Floor Left	ix	1.1614 %
	Unit	4	Bidg I, 2nd Floor Right	1	1.1614 %
	Unit	5	Bidg 1, 3rd Floor Left	ix	1.1614 %
	Unit	6	Bidg I, 3rd Floor Right	1	1.1614 %
	Unit	7	Bidg 1, 4th Floor Left	ίX	1.1614 %
	Unit	8	Bidg 1, 4th Floor Right	1	1.1614 %
5219 LeParc Drive	Unit	1	Bidg J. 1st Floor Left	_	
	Unit	2	Bldg J, 1st Floor Right	2 2X	1 3103 %
	Unit	3	Bldg J, 2nd Floor Left	2	1 3103 %
	Unit	4	Bidg J. 2nd Floor Right	2x	1 3103 %
	Unit	5	Bidg J, 3rd Floor Left	2^	1.3103 %
	Unit	6	Bldg J, 3rd Floor Right	ž 2X	1.3103 % 1.3103 %
	Unit	7	Bidg J, 4th Floor Left	2^	13103 %
	Unit	8	Bidg J 4th Floor Right	2X	13103 74

71

120036

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

BK 2354PS 1082 ORIGINAL

PREPARED BY AND RETURN TO Joseph D. Kulesza, Jr., Esquire 824 N. Market Street, Ste. 810 P.O. Box 2323 Wilmington, DE 19899-2323

SECOND AMENDMENT TO DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES LOCATED IN BRANDYWINE HUNDRED, NEW CASTLE COUNTY, DELAWARE PURSUANT TO THE UNIT PROPERTY ACT OF THE STATE OF DELAWARE FOR LEPARC CONDOMINIUMS)

Samuel Lloyd, President of LeParc Condominium Council, as Attorney-in-fact for all unit owners and on behalf of all unit owners, hereby amends the above-captioned Declaration of LeParc Condominiums ("Declaration"), pursuant to and duly authorized by paragraph 2.7(b) of the Declaration, which amendment is as follows:

- 1. Exhibit "B" of the Declaration is hereby deleted in its entirety, and the attached Exhibit "B" is hereby substituted in lieu thereof. Said Exhibit is based upon the Amendment to Declaration Plan for LeParc Condominiums recorded in the Office of the Recorder of Deeds for New Castle County, Delaware, in Microfilm No. 13078, consisting of sheets numbered 1 through 2.
- 2. The remainder of the Declaration is hereby amended as follows:

SECTION 2.3 Description of Units and Common Elements.

(a) Description of Units.

The first two sentences of this paragraph are hereby deleted in their entirety, and are replaced with the following:

"This Declaration contemplates the existence on the property of units intended for residential use (subject to the exceptions set forth in Article 9 hereof). The Declaration Plan shows four representative types of buildings and the designation of units therein."

\$ 24510

¹This Second Amendment supersedes, in it's entirety, a First Amendment of record in the aforesaid office in Deed book 2029, Page 165.

BK 2354 PG 1083

The balance of this paragraph shall remain unchanged.

(f) Designation and Types of Units.

(3) Typical floor plans of units are substantially as shown on the Declaration Plan and/or Amendment to Declaration Plan and contain the following:

(e) Unit Type 5 consists of a sixroom stone detached building at the entrance to LeParc Condominiums, more commonly known as 5221 LeParc Drive (Unit #5221).

(g) Description of Common Elements.

(8) All easements or uses which are appurtenant to the land, subject however to any limitations or conditions therein set forth.

The maintenance, repair and replacement of the common elements and the making of any additions or improvements thereto shall be undertaken only as provided herein and in the Code of Regulations. The record owner(s) of Unit Type 5 shall be exclusively responsible for the maintenance, repair and replacement of the roof, the exterior and portions of interior that are limited common elements of such building, as a limited common expense, as provided for in the Code of Regulations.

IN WITNESS WHEREOF, Samuel Lloyd, being the duly elected President of the Council of LeParc Condominiums as of the date hereof, and as Attorney-in-fact for all unit owners pursuant to the provisions of paragraph 2.7(b) of the Declaration, and pursuant to the *Unit Property Act* of the State of Delaware, 25 <u>Del. C.</u> §2207, and hereby makes and files this Second Amendment to the Declaration for the purpose of converting the stone residence located at 5221

BK2354PGD084

LeParc Drive from a common element to a separate condominium unit in turn resulting in a reallocation of the proportionate percentage interests in the common elements as set forth in the Declaration and the share of voting rights appurtenant to each of the condominium units in accordance with the provisions of the Declaration as amended from cime-to-time, intending to be legally bound and dated as of this 29th day of Octa 1997.

> Attorney-in-fact For All Unit Owners And On Behalf Of All Unit Owners

STATE OF DELAWARE

SS.

NEW CASTLE COUNTY

BE IT REMEMBERED that on this 29th day of tolver, 1997, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, SAMUEL L. LLOYD, the President of LeParc Condominium Council, and who, after being duly sworn by me according to law did depose and say that he is a party to the foregoing Second Amendment to Declaration, and that it is true and correct to the best of his knowledge and belief.

SWORN to and Subscribed before me the day and year aforesaid.

NOTARY PUBLIC JOSEPH D'KULESZA, JR. NOTARIAL OFFICER.
STATE OF DELAWARE

29 DEL. C. 4323

EXHIBIT BK2354PS0085

unit	A	rea			Pro area		
	1	1108		1.1614%	1107.952		
	2	1250		1.3103%	1252.475		
	3	1553		1.6247%	1549.931		
	4	1750		1.8449%	1759.998		
						Ratio	
52	04		.2	1.3103%	4750	05300 0005	4 000404
JZ	0.1		2	1.3103%	1250 1250	95398,0005 95398,0005	1.2804%
			2	1.3103%	1250	95398.0005	1 2804%
			2	1.3103%	1250	95398.0005	1.2804% 1.2804%
			2	1.3103%	1250	95398.0005	
			2	1.3103%	1250	95398,0005	1.2804% 1.2804%
			2	1.3103%	1250	95398,0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
520	13		1	1.1614%	1108	95402.1009	1.1350%
			1	1.1614%	1108	95402,1009	1,1350%
			1	1.1614%	1108	95402,1009	1,1350%
			i	1.1814%	1108	95402.1009	1.1350%
			1	1.1614%	1108	95402.1009	1,1350%
			1	1.1614%	1108	95402.1009	1.1350%
			1	1,1614%	1108	95402,1009	1.1350%
			1	1.1814%	1108	95402,1009	1.1350%
520	5		2	1.3103%	1250	95398,0005	1.2804%
	_		2	1.3103%	1250	95398.0005	1,2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398,0005	1.2804%
			2	1.3103%	1250	95398,0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
5207	7		2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398 0005	1.2804%
			2	1.3103%	1250	95398,0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
			2	1.3103%	1250	95398.0005	1.2804%
5209	3		1	1.1814%	1108	95402.1009	1.1350%
			1	1.1614%	1108	95402.1009	1.1350%
			3	1.6247%	1553	95586,8776	1.5908%
			3	1.6247%	1553	95586,8776	
			4	1.8449%	1750	94858,0898	1.5908%
			4	1.8449%	1750	94858.0898	1.7926%
5211			i	1.1614%	1108	95402.1009	1.7926%
JEI			i	1.1814%			1.1350%
			3	1.8247%	1108	95402.1009	1.1350%
			3	1.0247%	1553	95586.8776	1.5908%
			4	1.8449%	1553	95586.8776	1.5908%
			4	1.8449%	1750	94858.0898	1.7926%
5213			2		1750	94858.0898	1.7928%
J413			2	1.3103% 1.3103%	1250	95398.0005	1.2804%
			4	1.3103%	1250	95398 0005	1.2804%

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	2	1.3103%	1250	95398.0005	1.2804%
	2	1 3103%	1250	95398.0005	1.2804%
	2	1.3103%	1250	95398.0005	1 2804%
	2	1.3103%	1250	95398.0005	1,2804%
	2 2 2 2	1.3103%	1250	95398.0005	1 2804%
	2	1.3103%	1250	95398,0005	1,2804%
5215	2	1.3103%	1250	95398,0005	1.2804%
	2 2	1.3103%	1250	95398,0005	1.2804%
	2	1.3103%	1250	95398,0005	: 2804%
	2	1.3103%	1250	95398.0005	1.2804%
	2	1.3103%	1250	95398,0005	1,2804%
	2	1.3103%	1250	95398.0005	1.2804%
	2	1.3103%	1250	95398 0005	1.2804%
	2	1.3103%	1250	95398,0005	1.2804%
5217	1	1.1814%	1108	95402,1009	1.1350%
	1	1.1614%	1108	95402 1009	1.1350%
	1	1.1614%	1108	95402,1009	1.1350%
	1	1.1814%	1108	95402,1009	1.1350%
	1	1.1814%	1108	95402,1009	1.1350%
	1	1.1814%	1108	95402_1009	1.1350%
	1	1.1614%	1108	95402.1009	1.1350%
	1	1.1814%	1108	95402.1009	1,1350%
5219	2	1.3103%	1250	95398 0005	1.2804%
	2	1.3103%	1250	95398,0005	1 2804%
	2	1.3103%	1250	95398,0005	1.2804%
	2	1.3103%	1250	95398,0005	1,2804%
	2	1.3103%	1250	95398 0005	1.2804%
	2 2 2 2	1.3103%	1250	95398,0005	1.2804%
	2	1.3103%	1250	95398,0005	1.2804%
	2	1.3103%	1250	95398.0005	1.2804%
		S	F		
	1	100 000 %	95372		
		A	rea (SF)		
5221 Stone Re	esidence		2250		2.3048%
			97622		100.0000%



