

requested, sent to their last known address. Thereafter, unless such lack of maintenance or tenant's violation has been rectified within thirty (30) days and does not re-occur for at least ninety (90) days, the Corporation may, at the Owner's expense, accomplish such maintenance as it deems reasonably necessary to preserve the Community's highest standards of appearance and care, and/or terminate the lease and evict the tenant, as applicable. Any violation of this Declaration or the rules and regulations shall be deemed a breach of the lease and shall entitle the Corporation, as agent for the Owner, to proceed accordingly against the tenant.

3.06. Limitations on Liability. Neither the Corporation nor any of its Directors, officers and members shall have liability to any Lot Owner, tenant, occupant, invitee or other person for any failure to perform any duty herein created, or for any negligent performance, nor shall the Corporation or its Directors, officers or members have any liability for failure to enforce this Declaration, or for any other alleged negligent act or omission.

IV. IN GENERAL

4.01. Declarant's Rights to Amend. Declarant hereby expressly reserves the right at any time and from time-to-time, with the consent of the record Owners of fifty percent (50%) or more of the Lots in the Community (other than Lots owned by Declarant) to waive, extinguish or reduce the requirements of all or any of the foregoing declarations, covenants, restrictions, conditions, agreements and/or provisions; provided, however, that any such waiver, extinguishment or reduction shall be applicable to

all the Lots, and provided, further, that Declarant shall not modify or change the requirement that all Lots be used for detached single family residential purposes.

4.02. Declarant's Rights to Waive. Notwithstanding the foregoing provision, Declarant reserves the right to waive or modify any requirement as to any individual Lots necessary to avoid hardship resulting from unintentional noncompliance with this Declaration, provided the Board of Adjustment for New Castle County shall have granted a variance for such noncompliance if same also violates the applicable Zoning Code.

4.03. Real Covenants. This Declaration of Restrictions shall be regarded as consisting of real covenants running with and binding upon Lots 1 through and including 70, and only with and upon, the aforesaid enumerated and identified Lots in the Community and such appurtenant streets and open spaces of the Community within or upon the Land as Declarant may have expressly submitted to this Declaration. It shall be binding upon Declarant, its heirs, personal legal representatives, assigns and grantees (while it or they hold title to any such Lot) until the last day of December in the twentieth (20th) year from the year in which this Declaration has been executed, counting the year in which such execution occurred as the first year. Thereafter, this Declaration shall automatically continue in full and likewise binding force and effect for successive ten (10) year periods, unless and until at least two (2) years before the last day of December in the twentieth year from execution hereof, or unless and until at least two (2) years before the expiration of any subsequent ten (10) year

period, the Owners of sixty percent (60%) or more of the Lots shall execute and acknowledge a declaration or declarations releasing, at the end of such twenty (20) year or subsequent ten (10) year period or periods, all or any part of the land affected hereby from all or any of the provisions herein contained, and shall record such declaration or declarations in the aforesaid Office where this Declaration lies of record.

4.04. Interpretation. This Declaration shall be construed to effectuate its purposes, under and in accordance with the laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no wise effect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of Declarant as the author hereof. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require. No portion of this Declaration shall be deemed waived, abandoned, or modified by course of conduct or failure to enforce the terms hereof. Whenever the prior written consent, approval or other action by Declarant, the Corporation or any other party is required, such consent, approval or action may be withheld in the sole discretion of the party from whom is it sought.

4.05. Assignment of Rights. Declarant shall have the right, power and authority at any time and from time-to-time, without notice to, action by, or consent of any other Lot Owner or Owners, to assign all or any part of its rights, powers, privileges and authorities hereunder to the Corporation and/or to any other

party or parties by written document specifically reciting the intent so to assign which shall be executed and acknowledged by such other party or parties, and recorded in the aforesaid Office where this Declaration lies recorded. In no event shall Declarant's conveyance of any Lot be deemed to include any such assignment, but such assignment must be by a separate instrument to be effective. The term "Declarant" shall also mean and include, whenever appropriate, any company, firm, person or any other entity performing development or construction work to or on any Lot or in the Community at the direction of, or pursuant to contract with, the Declarant if Declarant determines that the benefit of this Declaration should extend to such company, firm, person or entity. Said determination by Declarant may be made before or after the fact, but must be confirmed in writing.

4.06. Exceptions for Declarant. Notwithstanding any other provision in this Declaration to the contrary, no restriction, limitation, covenant or other provision in this Declaration or in the attached Guidelines, or promulgated pursuant hereto, shall be so applied, construed or enforced as to interfere with the construction and sale of homes in the Community by Declarant. Without limiting the foregoing, the presence of construction vehicles, materials, equipment, trailers, portable toilets and temporary sheds, the existence of noise, dust, dirt and other inconveniences of construction, the pursuit of construction and sales activities utilizing on-site sales offices and signs, and the showing for sale and/or temporary rental of homes, shall not be deemed violative of this Declaration.

4.07. Equitable Enforcement. Each Lot Owner, by accepting a deed to his or her Lot, and each occupant of any Lot or dwelling thereon, is thereby deemed to have agreed that breach of this Declaration (other than by Declarant for construction purposes as permitted above) will result in irreparable harm to the other Lot Owners, and may be enjoined, that specific performance hereof may be awarded, and that any Lot Owner (other than Declarant and its successors and express assignees) found to have breached this Declaration shall be liable for attorney's fees and court costs incurred in its enforcement. Each Lot Owner further empowers the Corporation, as agent for all Lot Owners, to bring any action to enforce this Declaration.

4.08. Reliance on Architectural Control. Each Lot Owner, in accepting a deed to his or her Lot, is thereby deemed to have acknowledged and agreed that he or she, and every other Lot Owner, has acquired a Lot in the Community in reliance on the initial architectural control of Declarant and its registered architect or designated designer, and that no Lot Owner has a right to construct any improvements upon his or her Lot except in accordance with plans and specifications furnished or approved by Declarant and Declarant's architect or designer. Declarant shall have the discretion but not the obligation to permit (i) modifications from previously approved plans and specifications, or (ii) construction of improvements based upon other plans and specifications if, but only if, same are approved by Declarant's architect or designer. The exercise of such discretion shall not be deemed to invalidate the force or effect of the general

prohibition. Moreover, each Lot Owner shall further be deemed to have acknowledged and agreed that the Architectural Guidelines subsequently formulated to permit exceptions to the limitations in Sections 1.05, 1.06, 1.07 and 1.09 of this Declaration, shall have the same force and effect, as amended from time-to-time, as if they had been appended hereto and made a part hereof from the outset. If any court or other adjudicating authority shall determine that the right of the Declarant or the Architectural Committee in its discretion to permit exceptions, or that the manner in which such discretion has been exercised renders such right or exercise invalid, such determination shall not invalidate the restrictions but shall affect only the manner in which such discretion may be or has been exercised.

IN WITNESS WHEREOF, the Declarant has executed this Instrument the day and year first above written.

WITNESS:

PULTE HOME CORPORATION

By: _____
President

Attest: _____
Secretary

[CORPORATE SEAL]

STATE OF DELAWARE)
 : SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 1994, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, _____ President of PULTE HOME CORPORATION, a Michigan corporation, party to this Indenture, personally known to me as such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation.

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

Notary Public

EXHIBIT A

[attach]