

NEWTOWN VILLAGE
DECLARATION OF RESTRICTIONS

By this Declaration dated ~~March~~ *April 9*, 1990, NEWTOWNE ROAD DEVELOPMENT COMPANY, a Delaware corporation ("Declarant"), as holder of record title to Lots 1 through and including 50 (the "Lots") and all streets, drainage areas, and open spaces shown on a Major Record Subdivision Plan of Newtown Village recorded in the Office of the Recorder of Deeds for New Castle County in Microfilm No. 9855 (the "Plan"), hereby covenants and declares for itself and its successors, assigns, grantees and all subsequent Lot owners ("Owners"), legal or equitable, that Declarant does and henceforth shall stand seized of the Lots, open spaces and streets of Newtown Village, until such time, if ever, as the same in whole or in part are dedicated to and accepted by any County or State department or agency, under and subject to the following reservations, restrictions, covenants, easements and limitations:

I. BUILDING AND USE RESTRICTIONS

1. The Lots, except as hereinafter provided, shall be used for private residential purposes only and shall be restricted to single family occupancy.
2. No buildings of any kind shall be erected or maintained on the Lots except private dwelling houses.
3. All buildings shall be constructed in accordance with plans and specifications as designed and prepared for Newtown Village by Declarant.

4. Except as provided in paragraph 17 below, all improved structures shall be maintained in their original configuration and outward appearance including without limitation the color of all surfaces exposed to outside view, and the type of trim, siding and roofing materials.

5. Except as otherwise provided in paragraph 17 below:

(a) No unattached outbuilding shall be installed or permitted on any Lot; and

(b) No outside antenna, aerial or disk for television, radio or other reception or transmission shall be installed on any Lot.

6. No hedges or other bulk landscaping or landscaping screens (in contrast with isolated trees or shrubbery) shall be planted forward of the building setback line for any Lot. Fences in excess of a height of four feet shall not be erected on any Lot, nor within six (6) feet of any lot line, or on any easement. Only fences of the board, shadow box type shall be erected.

7. No change in the elevation, grade or surface composition of any Lot as properly established by Declarant when each home thereon is constructed shall be made which adversely affects surface water drainage to or from any other Lot or open space.

8. The presence in Newtown Village of travel trailers, mobile homes, motor homes, boats, vans, trucks and other recreational, commercial or special purpose vehicles, equipment

or items, except for the temporary purpose of loading, unloading, construction or rendering services, is prohibited.

9. No livestock and no pets except dogs and small domestic cats shall be brought or kept upon any Lot or any street or open space in Newtown Village. No offensive, dangerous or unlawful substance, activity or condition shall be brought, conducted or permitted on the Lots or elsewhere in Newtown Village.

II. EASEMENTS AND RIGHTS OF WAY

10. Easements and rights-of-way are hereby reserved over, under and along the side and rear boundary lines of each Lot (except lines on which party walls are built), being twelve (12) feet in width centered on such boundary lines so that the outmost six (6) feet of each Lot along its side yard and rear yard boundary lines shall be subject to such reserved easements and rights-of-way. Easements and rights-of-way shown or noted on the aforesaid Plan, or otherwise created during the construction and development of Newtown Village, are also reserved and shall not be limited to or by the foregoing.

11. The purpose of such easements and rights-of-way shall be for:

(i) The construction and maintenance of storm water drainage and management systems as required by New Castle County or otherwise installed or authorized by Declarant;

(ii) The construction and maintenance of public or private sanitary sewer lines; and

(iii) The construction, installation and maintenance of utility lines, pipes, conduits and cables for electricity, telephone, television, water, gas, fuel oil, heat and for any other public or quasi-public utility or function serving the Lots and conducted, furnished or maintained by any method on, in, below or above the surface of the ground; however, the creation of easements for the above listed purposes shall not obligate Declarant to install all or any of the improvements for such purposes.

12. No Lot owner, utility, public agency or other party shall make use of the easements herein created without the express, separate written consent of Declarant. All parties rightfully using such easements may from time-to-time and at any time enter upon said above-reserved easements and rights-of-way, for any of the purposes for which same have been reserved, and as necessary may remove or trim without replacement any growing or other thing thereon. During the time that any work is rightfully being performed within any easement or right-of-way area, the party performing such work shall also have a temporary easement to either side of the easement area for purposes of conveniently performing the work in question, without harm to structures or plantings. Disturbed earth shall promptly be graded and seeded.

13. The owners and occupants of the Lots shall at all times maintain and occupy their Lots so as not to interfere with the purposes for which said easements and rights-of-way have been created and are used. All conveyances of Lots by Declarant or others shall be subject to the said easements and rights-of-way

without necessity of any further reservation being mentioned therein.

14. All Lot owners, occupants and other interested persons shall at all times permit the Declarant and/or its successors, assignees, agents and designees the right to go upon any and all Lot or Lots, streets and open spaces to accomplish and to complete grading or landscaping in accordance with the approved plans or required by New Castle County or the State of Delaware, or any department or agency thereof.

III. ADMINISTRATION AND ASSESSMENTS

15. Each purchaser of a Lot, by the acceptance of delivery of the deed thereto, obligates and binds himself, his heirs, personal legal representatives and assigns, including his successors in interest in said Lot, to become and be a member of the Newtown Village Service Corporation, a Delaware nonprofit, non-stock maintenance corporation (the "Corporation"); to be bound by all of its actions and assessments as provided herein and in a Declaration of Dominic A. Marra and Leslie M. Drake, dated April 14, 1989; and be bound by the Corporation's rules, regulations and resolutions as hereinafter authorized.

16. Newtown Village Service Corporation shall have the duty to arrange for, and to provide, the following:

(a) Removal of snow from the streets within twenty-four (24) hours after snowfall has ceased if the accumulation exceeds three (3) inches, or such lesser accumulation as the Corporation may decide to have removed.

(b) Proper grass cutting, pruning and clearing of open spaces, if any.

(c) Repair and replacement of the streets as necessary, in the event the same in whole or in part are not dedicated to and accepted by any County or State department or agency.

(d) Collection and payment of street lights or other common electric charges or taxes (if any) not separately or directly billed to Lot owners.

(f) Procuring and payment of liability insurance, if obtainable at reasonable rates in the Corporation's judgment.

(g) Maintenance and repair of storm water management areas and facilities, and all appurtenant components or attributes thereof; unless the same in whole or in part are dedicated to and accepted by any County or State department or agency.

17. At such time as Declarant no longer holds title to any Lots in Newtown Village, or earlier if Declarant expressly so consents in writing, the Newtown Village Service Corporation may establish an architectural review committee for the purpose of establishing and administering written Architectural Guidelines, with the advice of a licensed architect, rendered with a view towards maintaining the architectural integrity and harmony of Newtown Village. Exceptions to paragraphs 5 and 6 of this Declaration may be allowed by such committee in accordance with such Architectural Guidelines, upon written application to and written permission from the architectural review committee. The

committee shall inform each adjoining neighbor of any application and shall hear their concerns before making any decision. Each person making such application, and all other Lot owners affected thereby, shall accept and be bound by the good faith decision of the architectural review committee in granting or denying such application, or in qualifying and limiting any permission granted.

18. The Board of Directors of the corporation shall be authorized, by majority vote, to promulgate and to enforce by legal or equitable means, Community Guidelines governing details of the appearance, use, maintenance and care of the Lots, homes, streets, open spaces, drainage areas and other improvements. Initial Community Guidelines shall, until otherwise duly changed, be as shown on Exhibit A appended hereto.

19. In the event that any dwelling is leased or rented to any third party by its owner, such owner shall promptly furnish a copy of the lease to the Newtown Village Service Corporation, and shall promptly furnish a copy of this Declaration and the Community Guidelines to the tenant. If, during such tenancy, the dwelling is not being maintained to the highest standards elsewhere evident in Newtown Village, or if this Declaration or the Community Guidelines are being violated by the tenant, the Corporation shall have the right to so notify the tenant and the owner in writing, by certified mail, return receipt 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 reoccur 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.

20. 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

21. 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 Newtown Village (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 single family residential purposes.

22. 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.

23. This Declaration of Restrictions shall be regarded as consisting of real covenants running with and binding upon Lots 1 through and including 50 in Newtown Village and such other lots and lands as Declarant may submit to this Declaration pursuant to paragraph 29 hereof. 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 first day of January, 2008, and thereafter 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 January 1, 2008, 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, after such time 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.

24. 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 affect 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.

25. 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 Newtown Village Service 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, Newtowne Road Development Company or any other entity performing development or construction work in Newtown Village at the direction of, or pursuant to contract with, the Declarant.

26. 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 Newtown Village 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.

27. 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, may be enjoined, that specific performance hereof may be awarded, and that any Lot owner (other than Declarant) 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.

28. 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 Newtown Village in reliance on the initial architectural control of Declarant and its designated architect, 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 designated architect. 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 designated architect. 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 paragraphs 4, 5 and 6 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 is or has been exercised in a way that is arbitrary or otherwise invalid, such determination shall not invalidate the restrictions but shall affect only the manner in which such discretion shall be exercised.

29. Declarant reserves the right (but shall have no obligation) to expand Newtown Village to include additional adjoining or nearby lands including, but not merely limited to, lands presently owned by Louise B. Marousek; provided, that Newtown Village as expanded (if ever) shall consist of contiguous parcels of land, although not every parcel need be contiguous with each other parcel. In the event of any such expansion, all references herein to Lots, Lot Owners, and common facilities, streets and spaces shall include the Lots, Lot Owners, common facilities and so on of the parcels added to and included as part of Newtown Village, and all Lot Owners in the parcels so added shall be members of Newtown Village Square Corporation as herein above provided.

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

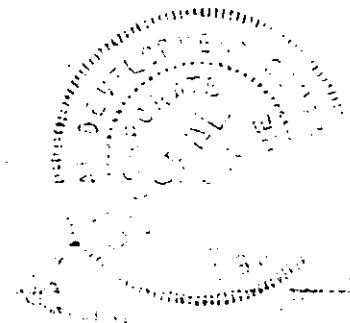
WITNESS:

NEWTOWNE ROAD DEVELOPMENT COMPANY

William B. Leonard

By: Ray W. Leonard President

Attest: [Signature] Secretary

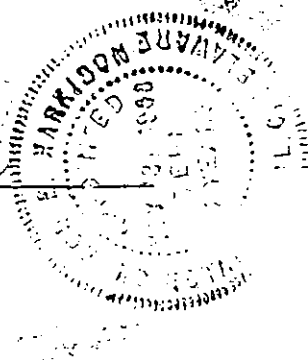


STATE OF DELAWARE)
)
 NEW CASTLE COUNTY) SS.

BE IT REMEMBERED, that on this *9th* day of ~~March~~ *April*, 1990, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, *Jay M. Honecker*, President of NEWTOWNE ROAD DEVELOPMENT COMPANY, a Delaware corporation, party to this Indenture, known to me personally to be 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 year aforesaid.

Sharon H. Honecker
 Notary Public



COMMUNITY GUIDELINES
FOR
NEWTOWN VILLAGE

To promote harmony among neighbors and to enhance the value and enjoyment of homes in Newtown Village, all Lot owners and occupants shall abide by the following Community Guidelines:

1. Vehicles

(a) Motorcycles, motor scooters, trail bikes, all terrain vehicles, ATV's, go-karts, snow mobiles and similar recreational vehicles should not be operated in Newtown Village; except that licensed motorcycles or motorbikes quietly operated by licensed drivers may be driven to and from a particular dwelling being occupied or visited by the driver.

(b) Vehicles should travel along the streets at a speed not exceeding twenty-five (25) miles per hour unless otherwise posted. All vehicles operated upon the streets should be used so as to avoid unnecessary noise and danger to others.

(c) Vehicles should not park, stop or stand in a way which impedes or prevents ready access to and from any other vehicle or driveway. No inoperable or unlicensed vehicle should be parked outside of any garage for more than forty-eight (48) hours. Vehicles of owners and occupants should not regularly be parked on the streets.

(d) The Newtown Village Service Corporation ("Corporation") has the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the offending owner's or operator's expense, and without liability for damage caused to the moved or towed vehicle.

2. Open Spaces

(a) The Corporation's maintenance responsibilities for open spaces, unless expanded by vote of the Lot owners, will be confined to cutting of grass and maintenance of drainage systems and playground equipment (if any). Lot owners and occupants should not undertake open space maintenance without the Corporation's written approval.

(b) Signs, woodpiles, structures, or other objects should not be erected or placed upon the open spaces except pursuant to the Corporation's prior written permission.

BK 10

(c) Lawn chairs, tables, barbecues, game equipment, toys and other such items should be placed upon the open spaces only at such times and places as the Corporation may from time to time prescribe; and should be removed from the open spaces when not in use.

(d) No fires should be caused or permitted upon the open spaces, except pursuant to the Corporation's prior written permission.

(e) No refuse whatsoever, including leaves and cuttings, should be dumped upon the open spaces.

3. Homes

(a) Owners and occupants should not cause or permit any sign to be displayed, or any rug, laundry, aerial, fan, air-conditioner, wire or other object to hang or protrude, from any roof, wall, window or door; except the foregoing does not prohibit the display of customary holiday decorations or the American flag, subject to such specific limitations on type, manner of display, and duration as the Corporation may from time to time determine and publish in writing.

(b) All screens, screening and storm windows not installed by the Developer and visible from the streets are subject to the Corporation's prior written approval as to appearance, design, materials, and manner of installation.

(c) No exterior shades, awnings, or window guards visible from the streets should be used except with the Corporation's written approval.

(d) Shutters and window grids (muntons and mullions) installed by the Developer should not be removed for extended periods from any window that is visible from the streets.

(e) All draperies, curtains and blinds visible from the streets should be lined or of such material as to present a white or off-white appearance from the outside.

(f) Rugs should not be beaten on patios, decks, balconies, or outdoor living areas, nor should dust, rubbish, or litter be shaken, swept or thrown from any window, door, patio, balcony, or outdoor living area.

(g) Bicycles, toys, garbage cans, tires, tools, ladders, barbecues and other items should not be stored or left outside of any dwelling in a manner which can be viewed from the streets or any neighbor's home.

(h) Garage doors should remain closed except when opened for immediate ingress and egress.

(i) Television, radio and other electrical devices subject to volume control should not be played above moderate levels if any home owner or occupant objects. However, this does not prohibit occasional large parties or celebrations planned and conducted in accordance with written procedures (if any) established and circulated from time to time by the Corporation, which may include an advance notice or registration requirement.

(j) Garbage, trash and other refuse should be kept in tight, enclosed containers stored out-of-sight except for collection and removal purposes. Such containers should not remain outside for collection and removal purposes longer than twelve (12) consecutive hours.

(k) All lawns, shrubs and trees should be regularly mowed, raked and trimmed so as to maintain a neat and cared for appearance.

4. Pets

All dogs, cats and other permissible pets should be confined inside if they otherwise make noise reasonably annoying to neighboring residents. No more than four (4) ambulatory pets should be kept on or in any Lot or residence. Pets should run only upon their owner's Lots or upon open spaces where specifically designated by the Newtown Village Service Corporation, and only if leashed or under their owner's firm control. Residents should promptly clean up any solid wastes from their pets.

5. Developer's Exemptions

To the extent reasonably necessary or convenient for completion of construction of the community and all dwellings therein, Newtowne Road Development Corporation and their respective successors, agents, subcontractors and assigns (other than grantees of Lots) shall not, as to dwellings or site improvements under construction, unsold dwellings or Lots which remain unsold and are offered for sale, or with respect to construction vehicles and materials, be bound to observe the foregoing Guidelines.

6. Enforcement

The Corporation shall have the right to enforce these Guidelines against any owner or occupant (other than Declarant)

violating them, and may at the expense of the owner of any dwelling occupied by a tenant who has violated any of these rules, terminate occupancy of the dwelling by such person and all others with him, and change the locks to the dwelling to enforce such termination, all in accordance with the requirements of the Delaware Landlord-Tenant Code.

RECEIVED
90 APR 12 P3:06
EVELING
RECORDING

FIRST AMENDMENT TO
NEWTOWN VILLAGE
DECLARATION OF RESTRICTIONS

On this 26th day of October, 1992, NEWTOWNE ROAD DEVELOPMENT COMPANY, a Delaware corporation, as Declarant of the Newtown Village Declaration of Restrictions dated April 9, 1990, and recorded in Deed Book 1017, Page 318 et. seq. (the "Declaration") in the Office of the Recorder of Deeds in and for New Castle County, Delaware, hereby expands Newtown Village as permitted by Paragraph 29 of such Declaration to include the additional real property, with improvements now and hereafter to be constructed thereon, known as the Village at Newtowne, as more particularly bounded and described on Exhibit A hereto; subject, however, to the right of a majority of owners of Lots in Newtown Village, Section I, as shown on Microfilm No. 9855 in the aforesaid Office, which right is hereby expressly reserved, to amend the Declaration as to said Section I with the consent and approval of Declarant as regards fence heights, rear outbuildings and rear porches; subject, further, to the right of a majority of owners of Lots in the Village at Newtowne, which right is hereby expressly reserved, to amend the Declaration as to said Village at Newtowne in the same manner and with the same effect as it has been amended (if at all) with respect to Newtown Village, Section I; and subject further to the right of Declarant, which is hereby expressly reserved, to further expand Newtown Village hereafter from time to time and at any time to include additional contiguous parcels of real property as permitted by said Paragraph 29 of the Declaration,

which additional real property may include, but shall not necessarily be limited to, some or all of the lands shown on the Record Plan for Newtown Village, Section II, as shown on Microfilm No. 11180 in the Office aforesaid.

In Witness Whereof, Declarant by its duly authorized officers has executed, attested, sealed and acknowledged this First Amendment as a covenant running with the land, intending for itself and its successors, assigns and grantees to be legally bound hereby as a sealed instrument under Delaware law.

WITNESS:

NEWTOWNE ROAD DEVELOPMENT COMPANY

By: *Keith Adams* Vice President

Attest: *John* Secretary

[CORPORATE SEAL]

STATE OF DELAWARE)
: SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 1992, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, KEITH ADAMS, Vice President of NEWTOWNE ROAD DEVELOPMENT COMPANY, a Delaware corporation, party to this Indenture, personally known to me to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the Vice President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture 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

Print Name: _____

My Commission Expires: _____