CONDOMINIUM DOCUMENTS

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DECLARATION

Section 1 - INTENT OF DECLARATION

S & R Associates II, Inc., a Delaware corporation (hereinafter called "Declarant"), as owner of certain land and improvements thereon ("the Property"), makes this Declaration with the intention of submitting the Property to the provisions of Title 25, Chapter 22 of the Delaware Code, known as the Unit Property Act, and with the further intention of establishing for the benefit both of Declarant, its successors and assigns, and of the future owners of said Property, their respective successors and assigns, certain easements and rights in, over, and upon said Property, and certain restrictions and obligations governing the proper use and maintenance thereof.

Section 2 - DESCRIPTION OF PROPERTY

The Property hereby submitted to the Unit Property Act consists of 5.997 acres of land more or less, and the ten (10) two-story (plus basement) multi-family apartment and townhouse buildings and appurtenant improvements thereon constructed, located on the northerly side of Patwynn Road in Brandywine Hundred, New Castle County, State of Delaware, all as more particularly bounded and described in Schedules 2.1 (Land) and 2.2 (Buildings and Improvements) appended hereto and incorporated herein by reference.

Section 3 - NAME OF PROPERTY

The name by which the above-described Property shall be known is WYNNWOOD CONDOMINIUM.

Section 4 - COMPOSITION OF PROPERTY

The Property shall consist of units and common elements as shown in a Declaration Plan prepared by Ramesh C. Batta Associates, licensed engineers and surveyors, dated the twenty-eighth (28th) day of April, 1983, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Microfilm Number

Section 5 - UNITS, COMMON ELEMENTS, AND PERCENTAGES OF INTEREST

The units and common elements composing the property are as defined in the Unit Property Act, and as more particularly described in Schedules 5.1 (Units) and 5.2 (Common Elements) appended hereto and incorporated herein by reference. Certain Common Elements may be limited as described in Section 7.3 of this Declaration. The proportionate undivided interest in the common elements assigned to each unit corresponds approximately to its relative size in comparison with all units, and shall be as set forth in Schedule 5.3 (Percentages) appended hereto and incorporated herein by reference.

Section 6 - REALLOCATION OF PERCENTAGE INTEREST

The proportionate undivided interest in the common elements assigned to each unit as set forth above may be altered by the recording of an amendment duly executed by all unit owners affected thereby, the preparation and recording of which shall be paid for by such owners. Such amendment must also be executed by every holder of a lien against any unit having an assigned interest in the common elements that is changed thereby.

Section 7 - RESTRICTIONS ON USE

- Residential Purposes Only. Each unit shall be used exclusively for residential purposes as a single family dwelling, and no unit shall be used for any business or other purpose, except that units may be utilized as model or sample units and as on-site unit sales and rental offices by Declarant, and may be sold or rented by the Declarant, any unit owner, or any unit mortgagee in possession; provided, however, that all leases shall be in writing, shall be for a minimum term of six (6) months initially as to each tenant (except that Declarant may lease any unit offered for sale on a month-to-month basis), and shall be expressly subject in all respects to the Declaration, Code of Regulations, and Rules so that failure by the lessee to comply therewith shall constitute a default under the lease. The Rules of Conduct adopted from time to time by the Condominium Council shall be given to all unit tenants and may be enforced by Council as provided in the Rules.
- 7.2 Prohibitions. No unit owner or occupant shall willingly commit or permit either within his unit or on or about the common elements (i) any act, conduct, condition, or material which is illegal, unsanitary, unsafe, a nuisance, or reason for increasing the rate of insurance applicable to the Property; or (ii) any noise, odor or other vibration, emanation or radiation which is so loud, penetrating or intense as to unreasonably and repeatedly disturb other unit occupants.
- 7.3 <u>Limited Common Elements.</u> No common element which (if any) has been designed for the exclusive use of, or which has been or may hereafter be specifically allocated to, any unit or group of units by the Declaration Plan or by the Condominium Council, which may (but need not) include without being limited to parking spaces, laundry facilities, basement areas, stairways and corridors, shall be used or entered other than with the consent of the owner or rightful occupant of such a unit.

Common elements so designed or allocated shall be known as "limited common elements", shall be permanent and irrevocable, and shall encompass and include not only the horizontal surface of the common elements so designed or allocated, but also the airspace thereabove bounded by the vertical extension of such surface; provided, however, that the airspace so encompassed and included shall terminate at the underside of any other common element, limited and/or unlimited, and at the underside of any unit, but only insofar as the physical underside of such other common element, or the extension of the horizontal plane of the unfinished floor elevation for any unit which is one or more stories above ground level, is located directly above all or any portion of the surface of the limited common element in question. The fact that a common element is limited shall not remove it from the regulatory powers or maintenance responsibilities of the Council. Use of all common elements, limited and unlimited, shall in general be subject to such reasonable rules and regulations as may from time to time be adopted and amended by the Council.

7.4 Common Element Usage. Without the prior written authorization of the Council, no common element shall be obstructed, posted, decorated, or used other than for purposes of normal ingress and egress by owners and occupants of the appurtenant units and their invitees, unless it is clearly designed and intended for some further use, such as parking or storage. No common area shall be used for parking any form of transportation other than as permitted in the Rules of Conduct.

Section 8 - NAMES OF FIRST MEMBERS OF COUNCIL

The names and addresses of the first members of the Condominium Council (sometimes herein called "the Council") who shall manage the property and project until their successors are chosen and qualified at the organizational meeting called for such purpose in accordance with the Code of Regulations, are:

Ralph Myers

The Condominium Council shall constitute the elected officers of an Association of Owners in which each owner of a unit shall automatically, and for so long as he holds title of record to a unit, be a member having all rights, powers, duties, and obligations of membership therein including without limitation the right to cast votes equivalent in number or weight to the percentage interests in the common elements allocated to his condominium unit or units. Wherever the Declaration or Code of Regulation refers to the Council, any duty or obligation thereby imposed, or right or power thereby accorded, shall be likewise that of the Owners' Association acting by and through the Council. Whenever the Declaration or Code of Regulations refers to the Association of Owners, any duty or obligation thereby imposed, or right or power thereby accorded, shall be dischargeable and exercisable by the Council.

Section 9 - ADDITIONAL PROVISIONS

9.1 Easement Burdens and Benefits.

(a) Each unit and all common elements are subject to a perpetual easement in gross for the purpose of inspection, maintenance, repairs and replacement, demolition following substantial destruction by fire or other calamity, and reconstruction, by the Council, its employees and agents. Entrance into any unit for inspection and for repairs under circumstances which any member of the Council in good faith regards as an emergency threatening damage to other units or the common elements, or injury to any person, may rightfully be accomplished by or under the authorization of any Council member without the necessity for a meeting or vote of Council members. If the owner of any unit so entered has elected to provide Council

with a key to such unit, the cost of repairs necessitated by any such entry shall be a common expense; otherwise, if a unit owner's election not to provide Council with such a key has resulted in a forceful entry causing damage, the cost of repairs shall be borne by the unit owner.

- (b) All unit owners, occupants, and their invitees shall have a perpetual easement for the purpose of making proper and reasonable use of all the common elements subject to the aforesaid restrictions on use and to the provisions of the Code of Regulations and Rules of Conduct as the same from time to time may be in force.
- (c) All units and common elements described herein and shown in the Declaration Plan shall be subject to a perpetual easement for encroachments which now or hereafter may exist by reason of the settlement or movement, or destruction and reconstruction of any part of the project, or variations between "as-built" dimensions and the dimensions shown on the Declaration Plan or set forth in this Declaration, provided such variations do not substantially affect the use or value of any unit. Such encroachments may remain undisturbed and the easement therefor shall exist so long as the encroachment exists, but no longer.
- (d) All common elements shall be subject to an easement in favor of the Declarant, and/or the Council, their respective designees, or any mortgagee in possession, for the purpose of constructing, modifying, completing, leasing, and selling units and/or common elements. This easement shall include the right to file amendments to the condominium documents reflecting same as appropriate, provided such construction shall not diminish or structurally weaken any other condominium unit. No unit owner or occupant shall have any cause of action or claim for inconvenience, annoyance, constructive eviction or other loss (except direct injury to person or property)

occasioned by such construction activities, regardless of any other prohibition herein to the contrary.

- (e) All units and common elements shall also be subject, at Declarant's or Council's election, to easements for the installation, use, maintenance, repair and replacement of utility lines, pipes and conduits (whether created in writing or not) in favor of other units or common elements in the Property provided only that such easements shall not permanently and materially encroach upon the net useable floor area of any unit, nor permanently harm same. All common elements shall further be subject to easements for roads, parking areas and other purposes necessary for the proper operation of the Property or any part thereof.
- (f) All units and common elements shall remain and be subject to all easements, restrictions, and other matters of record or in existence affecting the Land, Building or Improvements.
- 9.2 Acquisition and Improvement of Property. The Council shall not, except with the consent of unit owners having in the aggregate sixty-seven percent (67%) or more of the total vote of all the unit owners, purchase, lease, or otherwise pay for any land, building, or real estate interest other than by purchase in accordance with the original and unamended provisions of the Code of Regulations governing acquisition of units. The Council may make capital improvements and acquire personal property not required in the normal course of maintenance, replacement, and repair; but no unit owner shall be assessed therefor in any one year, against his consent, an amount which exceeds ten percent (10%) of the average annual assessment for common expenses levied against his unit over the preceding five (5) years, or over such shorter time as the condominium project has existed as such. This section of the Declaration shall not be amended except by unanimous vote.

9.3 Disposition of Property or Proceeds.

- (a) Except as provided by statute as in case of condemnation or substantial loss to the units and/or common elements of the condominium project (the "Property"), unless at least fifty-one percent (51%) of the first mortgagees* and sixty-seven percent (67%) of the owners (other than the sponsor, developer, or builder) of the individual condominium units (based on aggregate percentages of interest in the common elements assigned to the units so mortgaged or owned) have given their prior written approval, or unless such greater percentage of mortgagees or owners have given their prior written approval as specifically elsewhere herein required, the Condominium Council and/or Association of Owners shall not be entitled:
- (i) By act or omission, to seek to abandon or terminate the condominium project;
- (ii) To change the pro rata interest or obligations of any individual condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common elements;
 - (iii) To partition or subdivide any condominium unit;
- (iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements of the Property shall not be deemed a transfer within the meaning of this clause); and

^{*} The term "mortgagee", whenever used herein or in the Code of Regulations, shall mean and include any holder, insurer, or guarantor of a first mortgage against any unit in the Property.

- (v) To use hazard insurance proceeds for losses to any condominium Property (whether to units or to common elements) for other than the repair, replacement or reconstruction of any portion of the Property.
- (b) No condominium unit owner, or any other party, shall have priority over any rights of the first mortgagee of his condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
- (c) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by mortgagees which have at least fifty-one percent (51%) of the votes of units subject to such mortgages.
- (d) The Association of Owners, through the Council, shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or any part thereof. Each unit owner, by acceptance and recordation of the deed to his unit, shall be thereby deemed to have irrevocably appointed the Association of Owners, by the Council, as his attorney-in-fact for such purposes. In the event of taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable in trust to the Association of Owners, by the Council, for the use and benefit of the unit owners and their mortgagees as their interests may appear.

9.4 Insurance.

(a) <u>Fire and Hazard.</u> The Council shall obtain and maintain a multiperil "master" or "blanket" type policy of insurance on the entire Property (units as well as common elements, both general and limited) including standard fixtures and building service equipment, and all other insurable improvements which are a standard part of the units or common elements (but which shall not include any alterations, betterments or improvements installed by a unit owner) and also on personal property, equipment and supplies held or acquired by the Council for the common ownership and use of the unit owners and occupants or of Council, which insurance shall provide coverage at least as broad as that afforded under a standard fire insurance policy or package providing, in either case, all risks or all perils coverage, including without being limited to extended coverage with Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and other endorsements covering debris removal, cost of demolition, vandalism, malicious mischief, wind, storm, water damage, and such other risks as shall customarily be covered with respect to Property similar in construction. location, and use. All coverage shall also or further be in the kinds and amounts customarily required by private institutional mortgage investors for other projects similar in construction, location, and use to the Property. The amount of insurance shall equal at least one hundred percent (100%) of the insurable value (based upon current replacement cost) of the real property covered, including individual units, without deduction for depreciation, and one hundred percent (100%) of the actual cash value of the personal property covered, but need not include land, foundation, excavation or other items that are usually excluded from insurance coverage. The insurance shall include an agreed value or agreed replacement cost clause if available, and have an Inflation Guard Endorsement. If a steam boiler is placed into operation on the Property, there must also be in force broad form boiler insurance (including without limitation boiler explosion coverage) providing coverage in the full insurable value of the building, evidenced by either a standard form boiler and machinery insurance policy or included as part of a package policy providing equivalent coverage. Moreover, if the Property is located in an area which is now or in the future identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "master" or "blanket" policy of flood insurance on the Property must be maintained in an amount which equals the lesser of (i) one hundred percent (100%) of current replacement cost of all buildings and other insurable property within any portion of the condominium (inclusive of all units, common elements, and standard or common fixtures, equipment and supplies), or (ii) the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administration. At least annually the Council shall redetermine values for insurance purposes and shall, if necessary, increase or decrease the coverage accordingly. Council shall have the right for this purpose to obtain construction appraisals from time to time as a common expense. Any unit owner may insure further his own unit for his own benefit, and shall in all events, give notice of such other insurance promptly to the Council, and each unit owner shall further in any event obtain public liability insurance and glass replacement insurance in minimum amounts provided from time to time by the Condominium Council.

(b) <u>Liability</u>. The Council shall also purchase a comprehensive general liability insurance covering all of the common elements and areas and public ways, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage. The coverage shall include, without being limited to, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of lawsuits related to employment contracts of the Association of Owners; and may include, to the extent appropriate, protection against water damage liability (i.e., from rain, broken water or sewer pipes, or sewage back-up), comprehensive automobile liability insurance, employees liability insurance, liability for property of

others, contractual and all written contract insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use. The Council may in its discretion purchase directors and officers liability insurance, workmen's compensation insurance, machinery insurance, plate glass insurance for common areas, termite and other wood boring insect insurance, and such other insurance and bonds, in such amounts and with such endorsements and terms, as it may deem essential or appropriate to the proper protection of the Council, unit owners, and mortgagees. The supplemental coverage must include all such coverage (whether mentioned above or otherwise) in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location, and use to the Property.

- (c) <u>Fidelity</u>. The Council shall also obtain adequate blanket fidelity coverage to protect against dishonest acts on the part of officers, directors, managers, trustees, and employees of the Council, volunteers, and all others who handle, or are responsible for handling funds of the Council or Association of Owners, or belonging to or administered by the Association of Owners. Such fidelity bonds or insurance shall name the Association of Owners as an obligee, and shall meet or exceed the following requirements:
- (i) Such fidelity bonds or insurance shall be written in an amount which, in the Council's best business judgment, shall be not less than the estimated maximum of funds, including reserve funds, in the custody of the Association of Owners, the Council, or management agent, as the case may be, at any given time during the term of each bond, and shall in no event be less than a sum equal to three (3) month's aggregate assessments on all units plus the Council's or Association's reserve funds.
- (ii) An appropriate endorsement to the bond or policy of insurance covering any persons who serve without compensation shall be added if the

policy would not otherwise cover volunteers, or waiving all defenses by the bond issuers based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. If an independant contractor is engaged to provide management services, such contractor shall provide certification of its own fidelity insurance meeting the above requirements.

- (d) General Requirements. All policies of insurance or bonds obtained by Council as hereinabove directed shall, to the extent obtainable, be subject to the following provisions and limitations:
- (i) The named insured under any such policies shall be the Association of Owners of Wynnwood Condominium, for the use and benefit of the individual owners of the condominium units (designated by name if required by law). Each such policy except fidelity and liability shall, moreover, contain the standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to the Association of Owners of Wynnwood Condominium, or any Insurance Trustee with whom the Association of Owners or Council has entered into an Insurance Trust Agreement, or any successor thereto, for the use and benefit of each unit owner and each such owner mortgagee, as their interest may appear. The mortgagee clause shall also name the Federal National Mortgage Association ("FNMA") or its servicer, if the FNMA holds one or more first mortgages on units within the Property.
- (ii) All such policies shall be primary, and in no event shall the insurance coverage obtained and maintained pursuant hereto be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees.
- (iii) Such policies shall provide that coverage shall not be prejudiced by (1) any act or omission of the owners of condominium units when such act or omission is not within the control of the Condominium Council or the Association of Owners, or (2) by any failure of such Council or Association to comply with any warranty

or condition with regard to any portion of the Property over which the Council or Association has no direct (or indirect) control. Such policies shall include a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a condominium unit owner because of negligent acts of the Council or Association of Owners or other unit owners or occupants.

(iv) All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to any and all insureds named thereon, including without limitation first and second mortgagees, any Insurance Trustee, the Association of Owners, the Council, and FNMA, and each servicer on behalf of FNMA if it holds any mortgage against a unit in the condominium project. All policies shall recognize any Insurance Trust Agreement that has been entered into by the Association of Owners or Council.

(v) All such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Association of Owners, the owner of any condominium unit and/or their respective agents, employees or tenants, and of any defenses based upon existence of other insurance or upon invalidity arising from the acts or omissions of the insured.

(vi) All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Council or Association of Owners, or when in conflict with any requirement of law.

(vii) No policy shall be obtained with a carrier where (a) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against the Association of Owners, unit owners, FNMA, the designee of FNMA, or other mortgage holders; (b) by the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, other mortgage holders, or the unit owners from collecting insurance proceeds.

(viii) The premiums on all insurance policies and bonds required herein (except fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association of Owners as a common expense.

(e) <u>Insurance Trustee</u>. Notwithstanding any of the foregoing provisions, there may be named as an insured, on behalf of the Association of Owners, an authorized representative of the Association of Owners, including any trustee with whom such Association of Owners may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. If none such is named, the Condominium Council shall have all of the rights, powers, authorization and privileges herein created or recognized on the part of the Insurance Trustee.

Each unit owner hereby appoints the Association of Owners, by the Council, or any Insurance Trustee designated by the Association of Owners, as attorney-in-fact for the purpose of purchasing and maintaining insurance as required above, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association of Owners, by the Council, or any Insurance Trustee or successor shall hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

- 9.5 Consequences of Eminent Domain. Subject to the provisions of Section 9.3(b) above, in the event that all or any portion of the Property is threatened by exercise of the power of eminent domain or becomes the subject of condemnation proceedings, each unit owner whose unit, exclusive of his undivided interest in the common elements, is directly threatened shall have the right to demand and receive compensation for his unit, including his interest in the common elements. No unit owner whose interest in only the common elements is threatened shall have a similar right, but the Council alone with respect to such common elements shall demand and receive compensation, which shall be applied or divided in accordance with the Code of Regulations.
- 9.6 <u>Liability for Negligence</u>. Except to the extent that valid and collectible insurance coverage exists with respect to the person sought to be held liable, no unit owner or occupant, and no member, agent, or employee of the Council, shall be liable to each other or to anyone else for any condition of the common elements which he or she has not actively and intentionally caused, unless such condition is the result of gross negligence or willful misconduct. This provision shall not create a right of action on anyone who would not otherwise have such right; nor shall it limit any action brought to abate a nuisance, or to enforce an easement, restriction, or the performance of a duty created by this Declaration, the Code of Regulations, or Rules of Conduct.
- 9.7 Priority of Liens. Assessments against each unit for common expenses shall commence on the date when the Declarant acquires legal record title to the Property, or on the date when the Declarant records this Declaration, whichever last occurs. From the date of assessment until paid in full, all assessments, together with interest and any allowable costs of collection, including attorney fees, shall be a lien against such unit and shall be the personal obligation of the record owner of such unit. However, no delinquent assessment shall become the personal obligation of any party

later acquiring ownership of such cost for the first time (beyond that party's interest in the unit on which the assessment remains a lien) unless such obligation is expressly assumed by such party. The Council shall have those rights and remedies to enforce collection of delinquent assessments which are set forth in the Delaware Unit Property Act and in the Code of Regulations for the Property. The lien against each unit for assessment of common expenses shall have priority over all other liens except first mortgages against any unit, and except any mortgages against units owned by the Declarant, and liens which are senior to any of such mortgages regardless of priority in time; so that, with the exceptions just mentioned, the lien against each unit for assessment of common expenses shall, when reduced to judgment, have priority over all other liens, regardless of priority in time. Any first mortgagee who comes into possession of a unit pursuant to the remedies provided in the mortgage, or by deed or assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee came into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgagee's unit.

9.8 Applicability of Condominium Documents. This Declaration, the Declaration Plan, the attached Code of Regulations, and the Rules of Conduct, as the same may be amended from time to time, shall run with the land and be binding upon all present or future unit owners, lessees, occupants, holders of any interest in a unit, their heirs, administrators, executors, successors, assigns, employees, agents, guests, or any other person or entity using the facilities of the Property in any manner. The term "Declarant" as used in the Declaration, Code, and Rules shall include the Declarant's respective heirs, executors, administrators, successors, and assigns; and any person or entity holding a mortgage granted by Declarant against its title to or interest in all or

any portion of the condominium shall automatically, upon foreclosure of such mortgage or upon a deed or assignment in lieu of foreclosure have all of the rights, powers, and privileges of the Declarant. Notwithstanding the foregoing, no provision herein shall give any unit lessee, tenant, occupant, invitee, trespasser or other third party upon the Property any rights or causes of action which he would not otherwise have under the express terms of his lease, contract, or at law.

9.9 Amendments.

- (a) <u>Declarant's Rights To Amend</u>. So long as Declarant holds title to one or more units which are being offered for sale, Declarant reserves the absolute right, power and authority to change the interior design and arrangement of, or alter the boundaries between, units owned by the Declarant at any time and from time to time after this Declaration or any amendment thereto is filed; for the accomplishment of which, Declarant shall have the right to amend the Declaration, Declaration Plan and other documents so as to reflect such change, without previously or subsequently obtaining the consent, approval, signature or other action or nonaction of any unit owner, mortgagee or occupant.
- (b) Unit Owner's Rights To Amend. Except with respect to matters requiring more than a sixty-seven percent (67%) majority vote, and except as otherwise expressly provided, this Declaration may be amended upon the affirmative vote of sixty-seven percent (67%) or more of the total vote of all the unit owners. The Code of Regulations may be amended as therein provided and in accordance with the Unit Property Act. A majority vote shall be sufficient, however, to amend the Declaration, Code of Regulations, and recordation of other documents as necessary to permit the creation of surface or underground easements for the benefit of adjoining communities which do not materially interfere with use and enjoyment of the unit owner's property.

- (c) Council's Right to Amend. In the event that any title insurance company licensed to do business in the State of Delaware, or any federally regulated lending institution desiring to furnish a mortgage loan to a condominium unit purchaser, so requires or advises, amendments correcting or clarifying one or more of the Declaration, Declaration Plan, and Code of Regulations in order to achieve compliance with the Unit Property Act may be made by Council without the consent, signature, or other action of any unit owner except the Declarant.
- (d) <u>Power of Attorney</u>. To implement the foregoing amendment rights, each unit owner by accepting and recording the deed to his unit irrevocably appoints the Declarant and/or members of the Condominium Council, as the case may be, as his attorney-in-fact to execute, acknowledge, deliver, and record any such amendments or other documents, with full powers of substitution, with each successive officer of Declarant or member of the Council being regarded as the valid substitute for and successor to the said attorney-in-fact.
- (e) <u>Limitations on Amendments</u>. No material amendments to the Declaration, Declaration Plan and/or Code of Regulations shall be made without the prior written consent of eligible holders of first mortgages on units representing at least fifty-one percent (51%) of the total votes of all mortgages on mortgaged units. Eligible mortgage holders are those who have requested that the Council or Association of Owners notify them on any proposed action that requires eligible mortgage holder's consent as herein required. Furthermore, no amendment shall be made which, by design or happenstance, adversely and materially affects the value or use of one or more units without equally, insofar as practicable, affecting all others, except with the consent of all those who are more adversely affected. Without limiting the generality or scope of the foregoing:

A. The consent of the owners of units to which at least sixty-seven percent (67%) of the votes in the Association of Owners are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to such mortgages, shall be required to add or amend any material provisions of the constituent documents of the Property which establish, provide form, govern or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessments liens, or subordination of

assessment liens;

(iii) reserves for maintenance, repair and replacement

of common areas;

- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the general or limited common areas, or rights to their use;
 - (vi) boundaries of any unit;
 - (vii) convertibility of units into common areas or vice

versa;

- (viii) expansion or contraction of the Property, or the addition, annexation or withdrawal of the Property to or from the project;
 - (vix) insurance or fidelity bonds;
 - (x) leasing of units:
- (xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (xii) a decision by the Association of Owners to establish self-management when professional management had been required previously by an eligible mortgage holder;

- (xiii) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (xiv) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (xv) any provisions that expressly benefit mortgage holders, insurers or guarantors.
- B. Moreover, when unit owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged units must agree.
- C. No amendment shall be considered material if it is for the purpose of correcting technical errors, or for clarification only, or affects only the interior configuration of a unit owned by Declarant. Any unit owner or eligible mortgage holder who receives a written request to approve amendments which are not material, and who does not deliver or post to the requesting party a negative response with thirty (30) days, shall be conclusively deemed to have approved such request.
- Code of Regulations shall to the extent reasonable be deemed as consistent with and supplementary to the provisions of the Unit Property Act, as in effect on the date hereof, which provisions as presently enacted are herein incorporated by reference. Any conflicts between the Declaration and Code of Regulations shall, if not otherwise reconcilable, be resolved in favor of the Declaration. The unconstitutionality, illegality, or invalidity of any portion of the Declaration or Code of Regulations shall not affect the continuing force and effect of the remaining portions thereof. No provision in the Declaration or Code of Regulations shall be deemed invalid, waived, or abrogated by

reason of any failure to enforce the same, irrespective of the passage of time or number of violations.

- Arbitration. In the event of any dispute between unit owners 9.11 and/or occupants, or between Council and any unit owners and/or occupants, the dispute may be submitted to arbitration at the election of any party thereto (other than an occupant who is not a unit owner), by serving a notice on the other party or parties in accordance with the Delaware Uniform Arbitration Act; provided, however, that if the dispute involves the Declarant, the dispute shall not be submitted to arbitration unless the Declarant specifically so consents in writing, separate and apart from and in addition to this Declaration, Code of Regulations, Declaration Plan, and Rules of Conduct. Such notice shall, if served within fourteen (14) days after the party electing arbitration has received a complaint, petition, or similar notice of court proceeding in connection with the same dispute, be effective to compel the party (except the Declarant) instituting the court action to stay same, pending the completion of arbitration and the awarding of a decision thereunder, which shall be final, unappealable, and binding between the parties insofar as permitted under Delaware law. The arbitration shall be conducted under the rules of the American Arbitration Association by an arbitrator from the American Arbitration Association. The costs of any arbitration shall be borne as the arbitrator or panel may determine. However, unless the dispute is one for which the condominium documents expressly permit the recovery of attorney's fees, such costs shall not include the parties' attorneys' fees.
- 9.12 Effective Date. Regardless of the date on which this Declaration, and any accompanying Declaration Plan and Code of Regulations (the "Condominium Documents"), may be filed for recordation in the Office of the Recorder of Deeds in and for New Castle County, Delaware, same shall not take effect unless and until legal the Record Conversion Plan as approved by County Counsel for New Castle County, a body

politic and political subdivision of the State of Delaware, is filed for recordation in the aforesaid Office.

IN WITNESS WHEREOF, S & R ASSOCIATES II, INC. has executed, sealed, attested, acknowledged and delivered this Declaration the 3/ st day of May, 1983.

WITNESS		S & R ASSOCIATES II, INC. BY: // LUI/LUI/LUI/LUI/LUI/LUI/LUI/LUI/LUI/LUI/
for	AT	TTEST: PRESIDENT
		SECRETARY
STATE OF DELAWARE)) SS.	
NEW CASTLE COUNTY)	

BE IT REMEMBERED that on this 3/ st day of May, 1983, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, GARY M. FARRAR , President of S&R Associates II, Inc., a corporation of the State of Delaware, 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, and that the signature affixed is that of the President thereto in his own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that his attesting 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

Schedule 2.1 -- Land

All that certain piece or parcel of land with ten two-story buildings erected, known as Wynnwood Apartments, situate in Brandywine Hundred, New Castle County, State of Delaware, as the same appears in a certain Final Street and Lot Plan of Wynnwood recorded in the Office of Recorder of Deeds in and for New Castle County and State of Delaware on Microfilm No. 928, said land and premises being more particularly bounded and described in accordance with a property plan prepared by Ramesh C. Batta Associates, Consulting Engineers, Planners, Surveyors, Newark, Delaware, plan dated March 14, 1983 (Plan No. 79770-C-887) as follows to wit:

Beginning at a point on the Northerly side of Patwynn Road at 60 feet wide, said point being a common corner for the lands herein being described and Lot 109, said point being further located from a 20' radius junction curve joining said side of Patwynn Road with Northerly side of Decatur Road at 50 feet wide, being a 250' radius curve to the left and an arc distance of 65 feet;

Thence from the said point of beginning along the said Patwynn Road the following three courses and distances:

- 1. By a curve to the left having a radius of 250' and an arc distance of 199.18 feet to the point of tangency;
 - 2. North 61 degrees 15 minutes 10 seconds West 738.33 feet to a point;
 - 3. By an arc of a circle to the left with a radius of 200.00 feet and an arc distance of 116.26 feet to a point in Lot 110;

Thence thereby the following two courses and distances:

- 1. North 04 degrees 33 minutes 31 seconds West 38.63 feet to a point;
- 2. North 38 degrees 37 minutes 20 seconds West 147.43 feet to a point on the Southerly side of Foulk Road at 80 feet wide;

Thence thereby by an arc of a circle to the left with a radius of 2067.73 feet and an arc distance of 153.02 feet to a point in line of lands now or formerly of F & N Shopping Village; thence thereby South 61 degrees 15 minutes 10 seconds East 1072.84 feet to a point on the centerline of Old Naamans Creek; thence along the centerline of said Old Naamans Creek 135' +/-, the last described course also being by a tie line North 54 degrees 53 minutes 33 seconds West 123.68 feet to a point on the said centerline of Old Naamans Creek;

WYNNWOOD CONDOMINIUM: Schedule 2.1 — Land (Continued)

Thence by lands of New Castle County the three following courses and distances:

- 1. South 08 degrees 53 minutes 12 seconds West 207.78 feet to a point;
- 2. North 81 degrees 06 minutes 48 seconds West 112.32 feet to a point;
- 3. South 74 degrees 23 minutes 44 seconds West 40.00 feet to the point and place of beginning.

Containing within the described metes and bounds 5.997+/- acres of land be the same more or less.

The property is subject to the following:

- 1. Agreement between Mann Construction Company and the Levy Court of New Castle County, dated April 9, 1957, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, in Deed Record Z, Volume 59, Page 84.
- 2. Agreement between Mann Construction Company and the Levy Court of New Castle County, dated November 24, 1959, and recorded in the office aforesiad, in Deed Record B, Volume 65, Page 290.
- 3. Agreement between Mann Construction Company and the Levy Court of New Castle County, dated August 16, 1960, and recorded in the office aforesaid, in Deed Record R, Volume 66, Page 256.
- 4. Agreement between Mann Construction Company and the Diamond State Telephone Company and Delaware Power and Light Company, dated August 22, 1960, and recorded in the office aforesaid, in Deed Record R, Volume 66, Page 387.
- 5. Agreement between Mann Construction Company and the Levy Court of New Castle County, dated October 11, 1960, and recorded in the office aforesaid, in Deed Record X, Volume 66, Page 371.
- 6. Declaration of Restrictions, dated February 17, 1965, by Devonshire Homes, Inc., a corporation of the State of Delaware, and Wynnwood Apartments, Inc., a corporation of the State of Delaware, and Ruth E. Hill, of New Castle County and State of Delaware, and recorded in the office aforesaid, in Deed Record P, Volume 74, Page 99.

Schedule 2.2 -- Buildings and Improvements

The land has been improved by ten (10) two story structures containing 74 units in total. Building Nos. 1 through 6 contain 34 apartment units in total. Building Nos. 7, 8, 9 and 10 contain 40 townhouse units.

Apartment Units: Building No. 1 contains a total of 4 two bedroom units having two units on the first floor and two units on the second floor. Building Nos. 2 through 6 contain a total of 30 units, each of these buildings having three units on the first floor and three units on the second floor. All of these 34 units have their individual entrance/exit facilities and thereby have no common hallways and/or travelways.

The entire basement area for Building No. 1 is divided into two separate compartments, each two units above having access through an outside "Bilco" type door, providing a limited common area as shown on Sheet 3 of 29 of the Declaration Plan.

Building Nos. 2, 3 and 5 contain a total of 18 units, out of which each said building has four one bedroom units and two two bedroom units as shown on Sheet Nos. 9 and 10 of 29 of the Declaration Plan. The basement area as shown on Sheet No. 8 of 29 is equally divided for the use of the two units located above and the respective entrance/exit for the said basement area is through "Bilco" type door and the limited common area as shown.

Building Nos. 4 and 6 consist of a total of 12 units having two bedrooms each and, respectively, each building has three units on the first floor and three units on the second floor as shown on Sheet Nos. 14 and 15 of 29. The basement area, including limited common area, is shown on Sheet No. 13 of 29 of the Declaration Plan.

Townhouse Units: Building Nos. 7, 8, 9 and 10 contain a total of 40 townhouse units. Buildings 7, 8 and 9 are similar and contain a total of 30 units, a mixture of one bedroom and two bedrooms, as shown on Sheet Nos. 18, 19, and 20 of 29 respectively. All units have individual entrance to basement area designated for unit above as shown on Sheet Nos. 18 of 29, and each respective building has a limited common area for utility meters for the use of that given building, as shown.

Building No. 10 contains a total of ten units out of which 8 units have one bedroom and two being three bedroom units as shown on first and second floor plan, Sheet Nos. 25 and 26 of 29. The basement area as shown on Sheet No. 24 of 29 is utilized for the unit staked above, with the exception of a portion of the area in Unit No. 2342-T which is

designated for a limited common area for the use of utility meters. The said limited common area has its outside entrance/exit facility through a "Bilco" type door.

All buildings have a poured concrete basement floor and concrete block foundation walls. Walls are of wood frame construction with exterior brick veneer and faced on the interior with drywall. Floors (except basement) are of wood frame construction with wood subfloor and hardwood, ceramic tile or resilent finish surfaces. Roofs are of composition shingle. Exterior trim, frames, sash and doors are of wood. Downspouts and flashing are of metal. Each unit in the buildings contains appliances, cabinetry and fixtures; see description of units.

Schedule 5.1 -- Units

The Units in Wynnwood Condominium consist of thirty-four (34) apartments in six buildings and forty (40) townhouses in four buildings. Four of the two-bedroom apartments are arranged in a set of four similar units, two of which are located on the first floor, and two of which are located on the second floor, of Building No. 1. Twelve of the one-bedroom and six of the two-bedroom apartments are arranged in three (3) sets of six units, each set containing 2 one-bedroom and 4 two-bedroom units, on two floors, there being a one-bedroom and 2 two-bedroom units on each floor in Buildings 2, 3 and 5. Another 12 two-bedroom units are arranged in two sets of six units each, there being three such units on each of two floors in Buildings 4 and 6. Six of the three-bedroom townhouse units, 18 of the two-bedroom townhouse units, and 6 of the one-bedroom townhouse units are arranged in three sets of ten units each, there being 1 three-bedroom, 3 two-bedroom and 1 onebedroom unit located on each of two floors in Buildings 7, 8 and 9. The remaining 2 three-bedroom townhouse units, 2 two-bedroom townhouse units and 6 one-bedroom units are arranged in one set of ten units in which a threebedroom, a two-bedroom and 3 one-bedroom units are located on each of two floors in Building 10. All vertically contiguous units in any given Building are substantially similar in floor layout, as shown on the Declaration Plan, but overall dimensions may vary slightly among otherwise substatially similar units owing to as-built variations.

The various apartment and townhouse units contained in the Buildings described in Schedule 2.2, are the largest spaces contained in each Building which are separated from every other immediately contiguous such space by a vertical wall containing no through-door. All units are each entirely enclosed by and between the interior facing unfinished surfaces of the concrete slab floors, masonry block walls, stud frame walls or floor or ceiling joists separating the units from other units or common areas, all as further shown on the Declaration Plan wherein each such unit is designated by a four digit number followed by a single letter and contained within a rectangle. Each unit consists of all surfaces and nonstructural contents within the dimensions shown on the Declaration Plan, including but not limited to drywall, wood trim, finished flooring, floor coverings, heat and air conditioning vents, electrical outlets, and switches, lighting fixtures, plumbing fixtures, and kitchen cabinets and appliances. Each unit shall also include all window glass and interior sash, doors, conduits, cables, pipes, wire, utility lines, ducts, and air conditioning and heating equipment not situated within the dimensions of a given unit, but connected to and exclusively serving it. Notwithstanding any indication hereinabove to the contrary, however, no unit shall include any window, door, duct, cable, wire, conduit, pipe, utility line, fixture, appliance, or equipment not exclusively serving only the unit in which it is located; nor shall any supporting beam, bearing stud or joist, regardless of whether same be located within the dimensions of any unit, be considered a part thereof, but shall constitute a limited common element.

Equipment in each unit includes gas range and oven, range hood, refrigerator, and bathroom exhaust fan(s), which equipment by virtue of being mentioned herein, and all replacements thereto, shall constitute an integral part of the unit and shall be considered as fixtures thereto.

The Declarant, or any unit owner who obtains Council's consent for making alterations as provided in the Code of Regulations, may combine adjoining units into larger dwellings, and may create different unit floor plans and room dimensions than those described above; but regardless of any such combination and resultant differences, the units so combined shall continue to retain their separate identities. In no event may any unit be subdivided, unless each subdivided portion becomes part of some undivided adjacent unit.

Schedule 5.2 -- Common Elements

The common elements of Wynrwood Condominium consist of all the Land, Buildings, and Improvements as described in Schedules 2.1 and 2.2 to this Declaration or as shown on the Declaration Plan or as actually exists on the Land whether or not described and shown, except for and excluding the Units described in Schedule 5.1 to the Declaration, and as further shown on the Declaration Plan. Without limiting the foregoing, the Common Elements include:

- (a) The land on which any Building is located and portions of any Building which are not included in a unit;
- (b) The foundations, structural parts, supports, main walls, roofs, and portions of the basements of each Building;
 - (c) The yards, parking areas and driveways;
- (d) Any portions of the Land and Buildings used exclusively for the management, operation, or maintenance of the Common Elements;
 - (e) Installations of all central services and utilities;
 - (f) All apparatus and installations existing for common use;
- (g) All other elements of any Building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use; and
- (h) Such facilities as are designated in the Declaration or Declaration Plan as common elements.
- (i) The swimming pool, and related structures and recreational equipment and facilities.

In the event that any unit is held in the name of Council, or in the name of a nominee or trustee for Council, the cost of acquiring, holding, maintaining, operating, and leasing or selling such unit shall be a common expense, and the profit or gain from such unit shall be a common profit as if such unit while so held were a common element.

Schedule 5.3 -- Percentages of Interest

The percentages set forth below are assigned to the various types of units in Wynnwood Condominium, representing their respective undivided interests in the Common Elements, their respective votes, and their respective liability for common expenses. Each type of unit has a code identification letter (or letter followed by a numeral). The same percentage is assigned to all units of the same type. The various unit numbers included within each unit type is shown on the list appended hereto. The number of each unit consists of its four digit address and the first letter of the court (i.e., "T" for Taggart Court) or street (i.e., "P" for Patwynn Street) to which its address relates.

CODE IDENTIFICATION	CIFICATION GROUP TOTAL %		
A = A-1 =	11.363 (11 units) 0.956 (1 unit)	1.033 0.956	
B =	15.368 (8 units)	1.921	
C = C-l =	22.236 (17 units) 3.726 (3 units)	1.308 1.242	
D = D-1 =	5.988 (6 units) 6.516 (6 units)	0.998 1.086	
E = E-1 =	16.357 (ll units) 17.490 (ll units)	1.487 1.590	
	100.00% (74 units)		

BUILDING NO. 1

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
E-1	2361 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580	
E·	2363 Taggart Court	2 Bedrooms, 1.5. Baths	1009	468	1477	
E	2365 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	,
E-1	2367 Taggart Court	2 Bedrooms, 1.5. Baths	5 1112	468	1580	
E	2365 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	

BUILDING NO. 2

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
D-1	2349 Taggart Court	1 Bedroom, 1 Bath	836	243	1079	
D	2351 Taggart Court	1 Bedroom, 1 Bath	749 .	243	992	
E-1	2353 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580	*
E	2355 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	
D	2357 Taggart Court	1 Bedroom, 1 Bath	749	243	992	
D-1	2359 Taggart Court	1 Bedroom, 1 Bath	836	. 243	1079	•

BUILDING NO. 3

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SALES SQUARE FOOTAGE PRICE
D-1	2337 Taggart Court	1 Bedroom, 1 Bath	836	243	1079
D	2339 Taggart Court	1 Bedroom, 1 Bath	749	243	992 . ,
E-1	2341 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580
E·	2343 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477
D	2345 Taggart Court	1 Bedroom, 1 Bath	749	243	992
D-1	2347 Taggart Court	1 Bedroom, 1 Bath	836	243	1079

BUILDING NO. 4

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
E-1	2325 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580	
E.	2327 Taggart Court	2 Bedrooms, 1.5 Baths	. 1009	468	1477	
- E−1	2329 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580	
E	2331 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	
Ε	2333 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	•
E-1	2335 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580	

BUILDING NO. 5

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
p -1	2313 Taggart Court	1 Bedroom, 1 Bath	836	243	1079	
D	2315 Taggart Court	1 Bedroom, 1 Bath	749	243	992	
E -1	2317 Taggart Court	2 Bedroom, 1.5 Baths	1112	468	1580	
E-	2319 Taggart Court	2 Bedroom, 1.5 Baths	1009	468	1477	
D	2321 Taggart Court	1 Bedroom, 1 Bath	749	243	992	•
D-1	2323 Taggart Court	1 Bedroom, 1 Bath	836 '	. 243	1079	

BUILDING NO. 6

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
E-1	2301 Taggart Court	2 Bedrooms, 1.5 Baths	. 1112	468	1580	
E·	2303 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	•
E-1	2305 Taggart Court	2 Bedrooms, 1.5 Baths	1112	468	1580	•
E	2307 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	
E	2309 Taggart Court	2 Bedrooms, 1.5 Baths	1009	468	1477	
E-1	2311 Taggart Court	2 Bedrooms, 1.5 Baths	1112	. 468	1580	

BUILDING NO. 7

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SALES SQUARE FOOTAGE PRICE
С	2315 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	433	1300
С	2300 Taggart Court	2 Bedrooms, 1.5 Baths	867 .	433	1300
В	2317 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908
С	2319 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	433	1300
С	2304 Taggart Court	2 Bedrooms, 1.5 Baths	867	433	1300
С	2321 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	. 433	1300
c -1	2306 Taggart Court	2 Bedrooms, 1.5 Baths	867	353	1220
В	2323 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908
A	2325 Patwynn Rd.	1 Bedroom, 1 Bath	684	342	1026
A	2310 Taggart Court	1 Bedroom, 1 Bath	684	342	1026

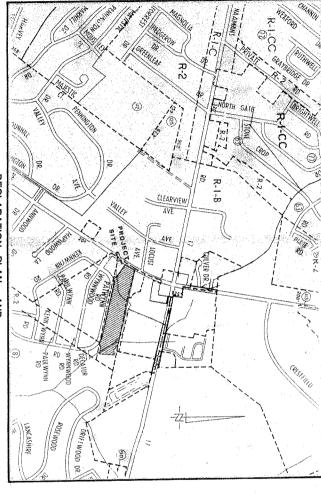
PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SALES SQUARE FOOTAGE PRICE	
С	2327 Patwynn Rd.	2 Bedrooms, 1.5. Baths	. 867	433	1300	
С	2312 Taggart Court	2 Bedrooms, 1.5. Baths	867	433	1300	
В	2329 Patwynn Rd.	3 Bedrooms, 1.5. Baths	1272	636	1908	
C	2331 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	433	1300	
С	2316 Taggart Court	2 Bedrooms, 1.5 Baths	867	433	1300	
C .	2333 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	. 433	1300	
C-1	2318 Taggart Court	2 Bedrooms, 1.5 Baths	867	353	1220	
В	2335 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908	
A	2337 Patwynn Rd.	1 Bedroom, 1 Bath	684	342	1026	
A	2322 Taggart Court	l Bedroom, l Bath	684	342	1026	

BUILDING NO. 9

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
С	2339 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	433	1300	
С	2324 Taggart Court	2 Bedrooms, 1.5 Baths	867	433	1300	,
В	2341 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908	
С	2343 Patwynn Rd.	2 Bedroom, 1.5 Baths	867	433	1300	
С	2328 Taggart Court	2 Bedrooms, 1.5 Baths	867	433	1300	•
. C	2345 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	. 433	1300	
C-1	2330 Taggart Court	2 Bedrooms, 1.5 Baths	867	353	1220	
В	2347 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908	
A	2349 Patwynn Rd.	1 Bedroom, 1 Bath	684	342	1026	
A	2334 Taggart Court	1 Bedroom, 1 Bath	684	342	1026	

BUILDING NO. 10

PLAN CODE	ADDRESS	UNIT TYPE	SQUARE FOOTAGE UNIT	SQUARE FOOTAGE BASEMENT	TOTAL SQUARE FOOTAGE	SALES PRICE
С	2351 Patwynn Rd.	2 Bedrooms, 1.5 Baths	867	433	1300	
С	2336 Taggart Court	2 Bedrooms, 1.5 Baths	867	433	1300	•
В	2353 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908	
Λ	2355 Patwynn Rd.	1 Bedroom, 1 Bath	684	342	1026	
٨	2340 Taggart Court	1 Bedroom, 1 Bath	684	342	1026	•
٨	2357 Patwynn Rd.	1 Bedroom, 1 Bath	684	342	1026	
A-1	2342 Taggart Court	1 Bedroom, 1 Bath	684	266	950	
В	2359 Patwynn Rd.	3 Bedrooms, 1.5 Baths	1272	636	1908	
Α	2361 Patwynn Rd.	. 1 Bedroom, 1 Bath	684	342	1026	
Λ	2346 Taggart Court	1 Bedroom, 1 Bath	684	342	1026	



DECLARATION PLAN AND

WYNNWOOD CONDOMINIUM RECORD CONVERSION PLAN

BRANDYWINE HUNDRED - NEW CASTLE COUNTY

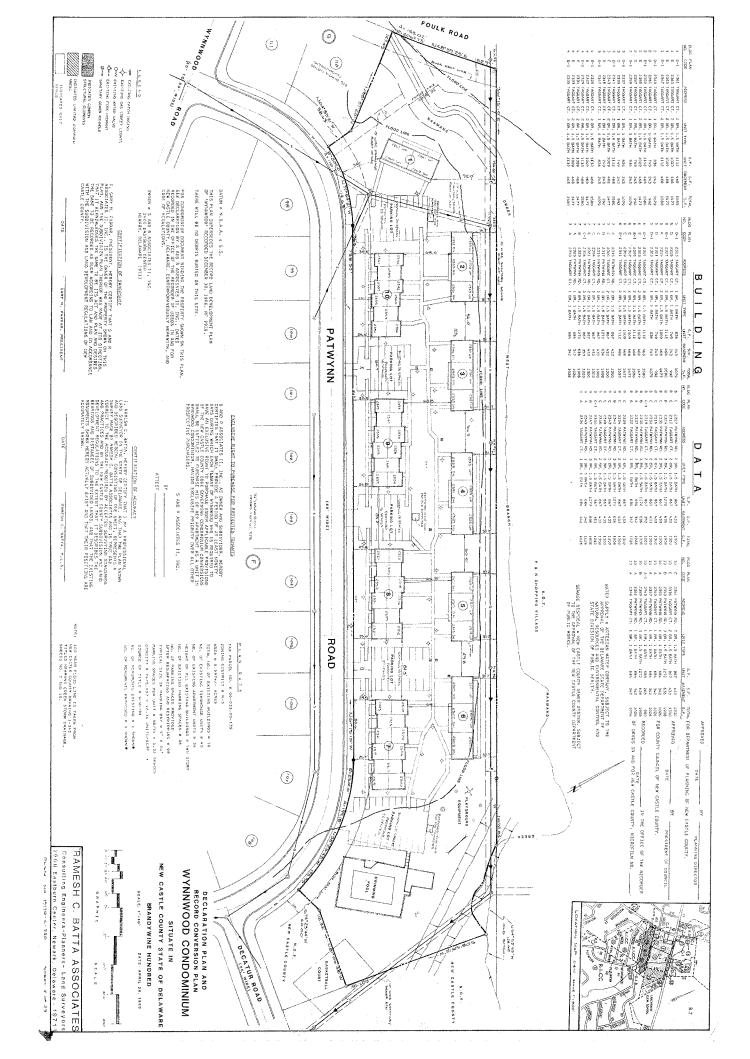
STATE OF DELAWARE

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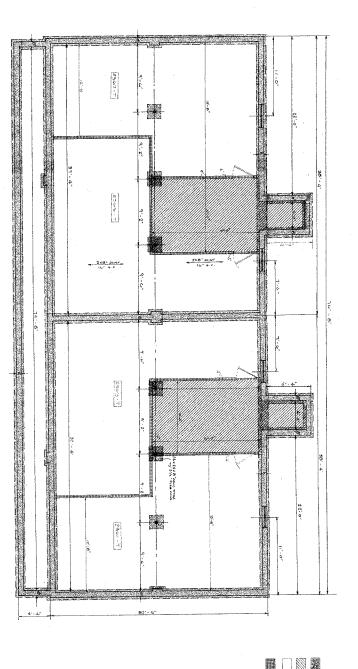
RAMESH C. BATTA ASSOCIATES

Consulting Engineers-Planners- Land Surveyors 2608 Eastburn Center, Newark, Delaware 197.11



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Consulting Engineers-Planners- Land Surveyors
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RAMESH C. BATTA ASSOCIATES

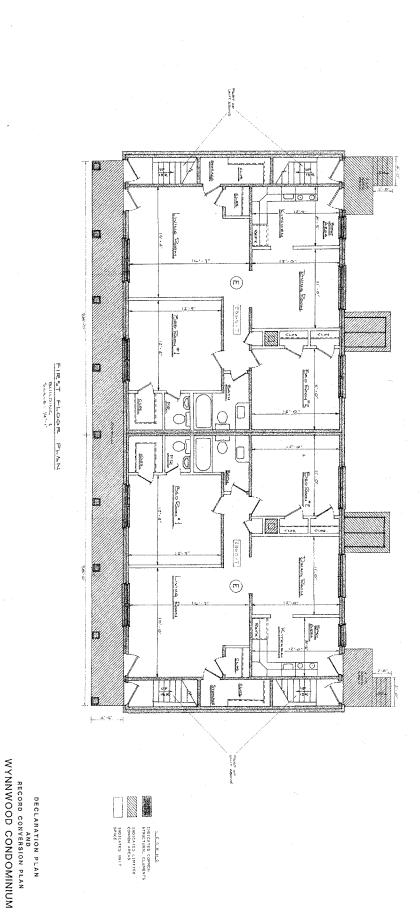
STATE OF DELAWARE Cole: April 28, 1993

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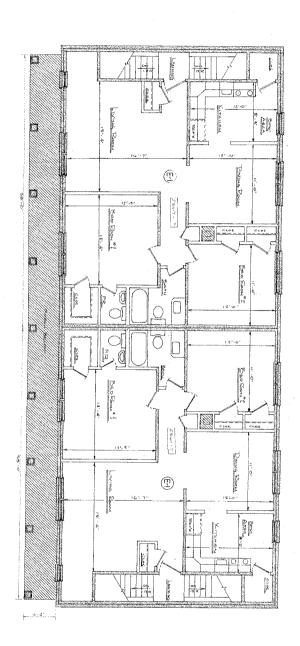
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UNIT DESIGNATION & AREA

Consulting Engineers-Planners- Land Surveyors 2608 Eastburn Center, Newark, Delaware 19711 RAMESH C. BATTA ASSOCIATES



SECOND FLOOR PLAN

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STATE OF DELAWARE Date: April 58, 1983

Consulting Engineers-Planners- Land Surveyors 2608 Eastburn Center, Newark, Delaware 19711 RAMESH C. BATTA ASSOCIATES

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STATE OF DELAWARE

Date: April 28, 1983

RAMESH C. BATTA ASSOCIATES
Consulting Engineers-Planners- Land Surveyors
2606 Eastburn Center, Newark, Delaware 19711

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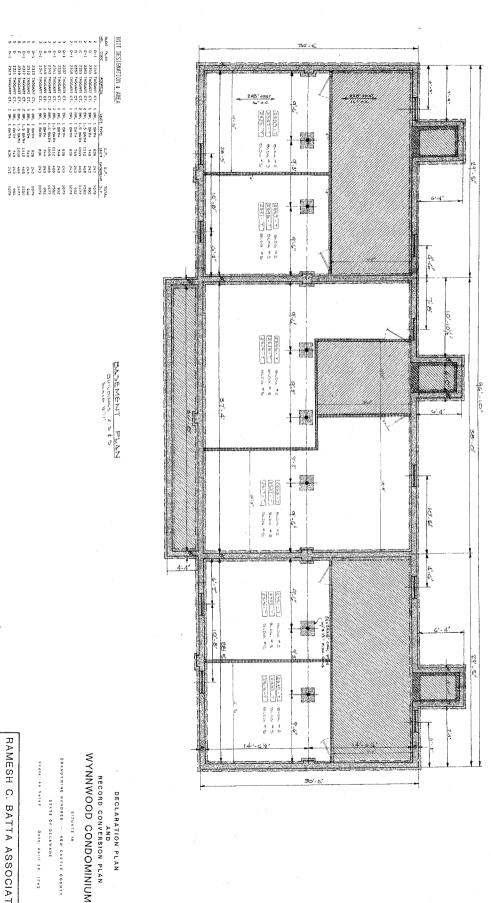
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RAMESH C. BATTA ASSOCIATES
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2608 Eastburn Center, Newark, Delaware 19711

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RAMESH C. BATTA ASSOCIATES

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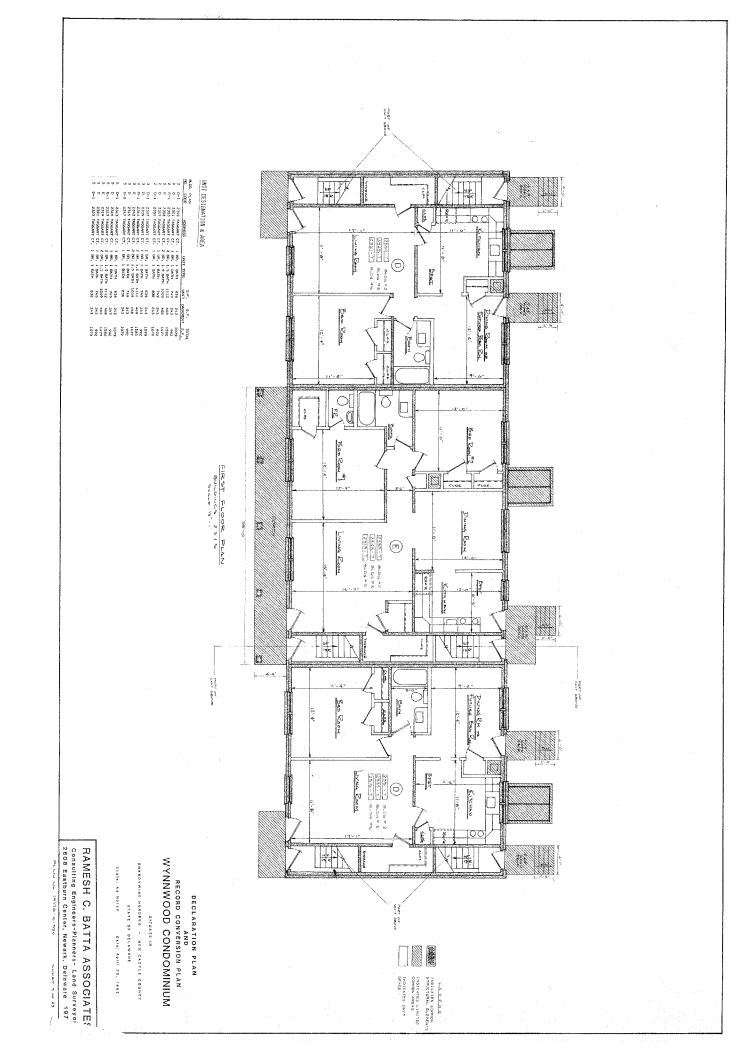
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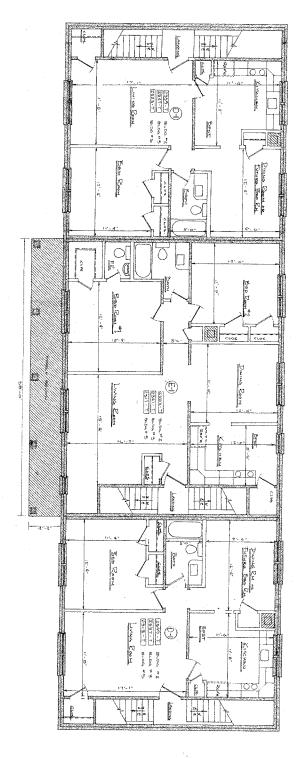
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Consulting Engineers-Planners- Land Surveyors 2608 Eastburn Center, Newark, Delaware 19711 RAMESH C. BATTA ASSOCIATES

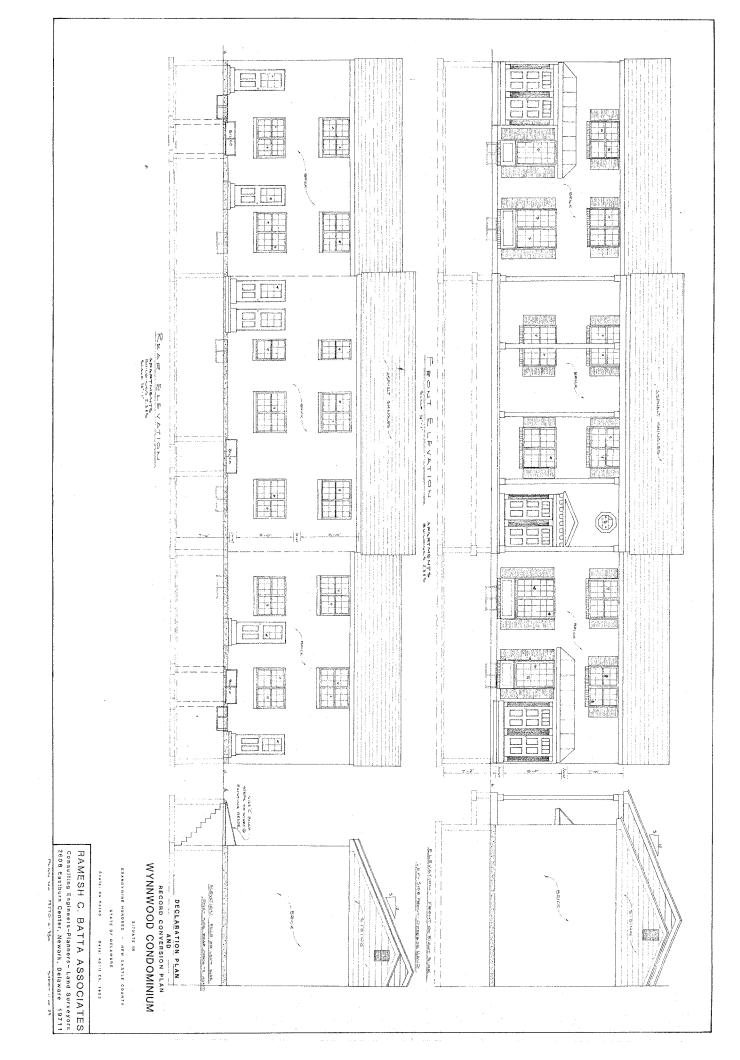
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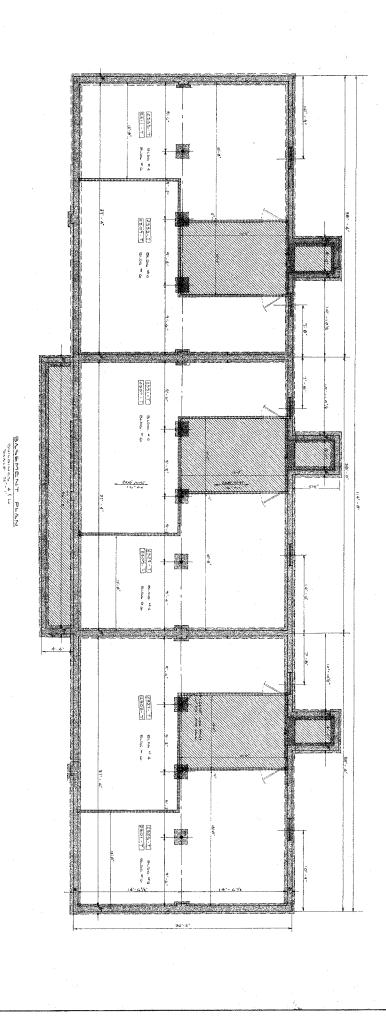
Consulting Engineers-Planners- Land Surveyors 2606 Eastburn Center, Newark, Delaware 19711 PLAN No. 7970-C-950 Survey (2 of 29 RAMESH C. BATTA ASSOCIATES

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Consulting Engineers-Planners- Land Surveyors 2508 Eastburn Center, Newark, Delaware 19711 RAMESH C. BATTA ASSOCIATES

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BRANDYWINE HUNDRED - NEW CASTLE COUNTY

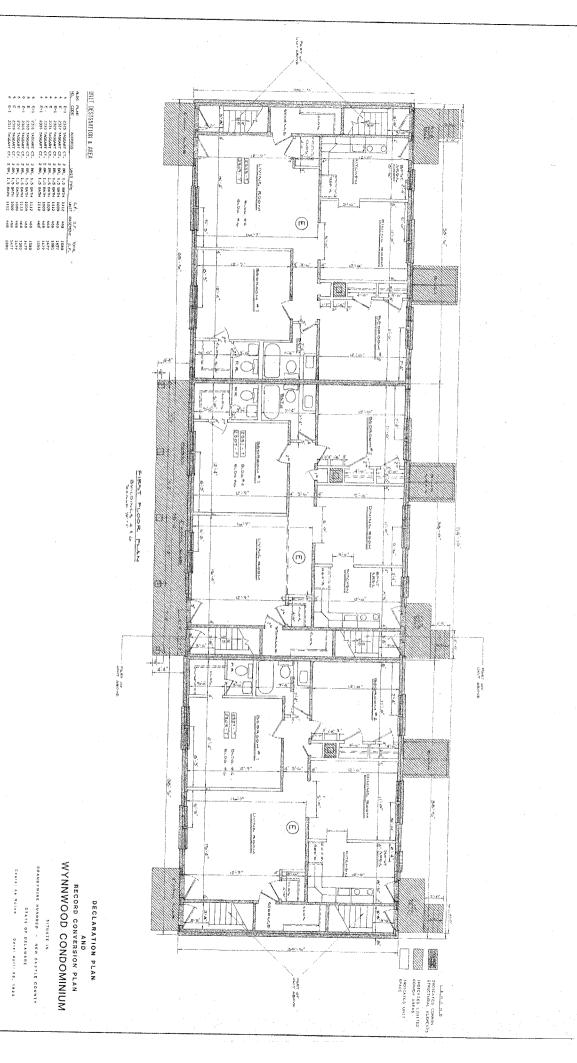
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Consulting Engineers-Planners- Land Surveyors
2608 Eastburn Center, Newark, Delaware 19711 RAMESH C. BATTA ASSOCIATES

Date: April 28, 1883

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RAMESH C. BATTA ASSOCIATES



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Consulting Engineers-Planners- Land Surveyors 2608 Eastburn Center, Newark, Delaware 19711

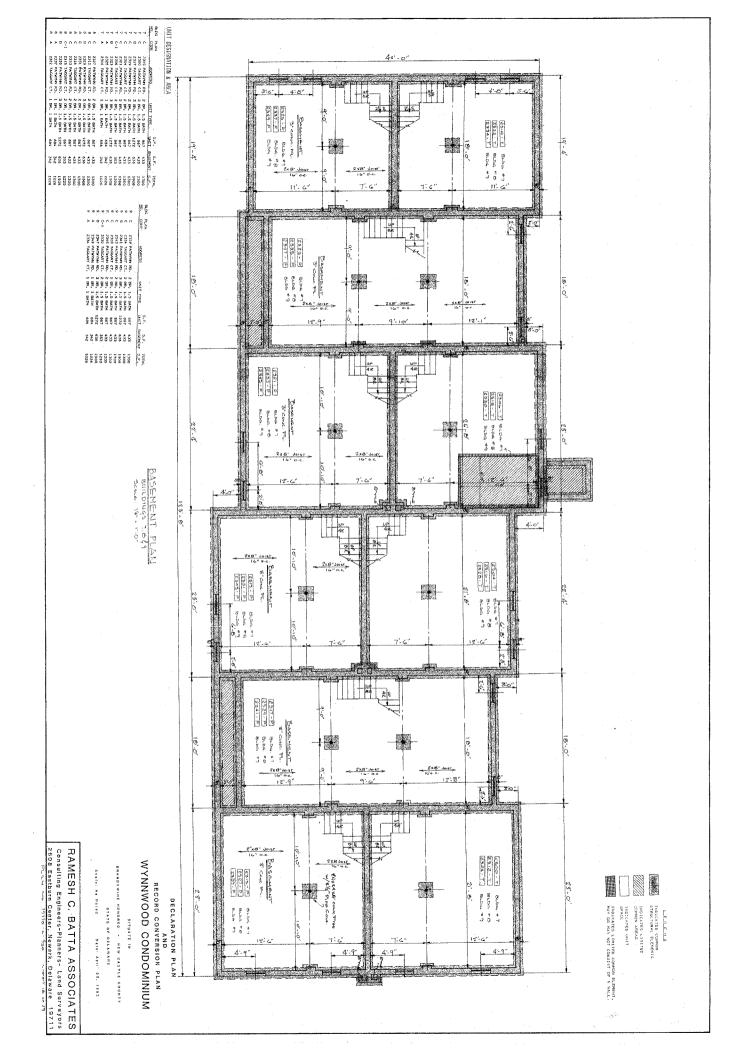
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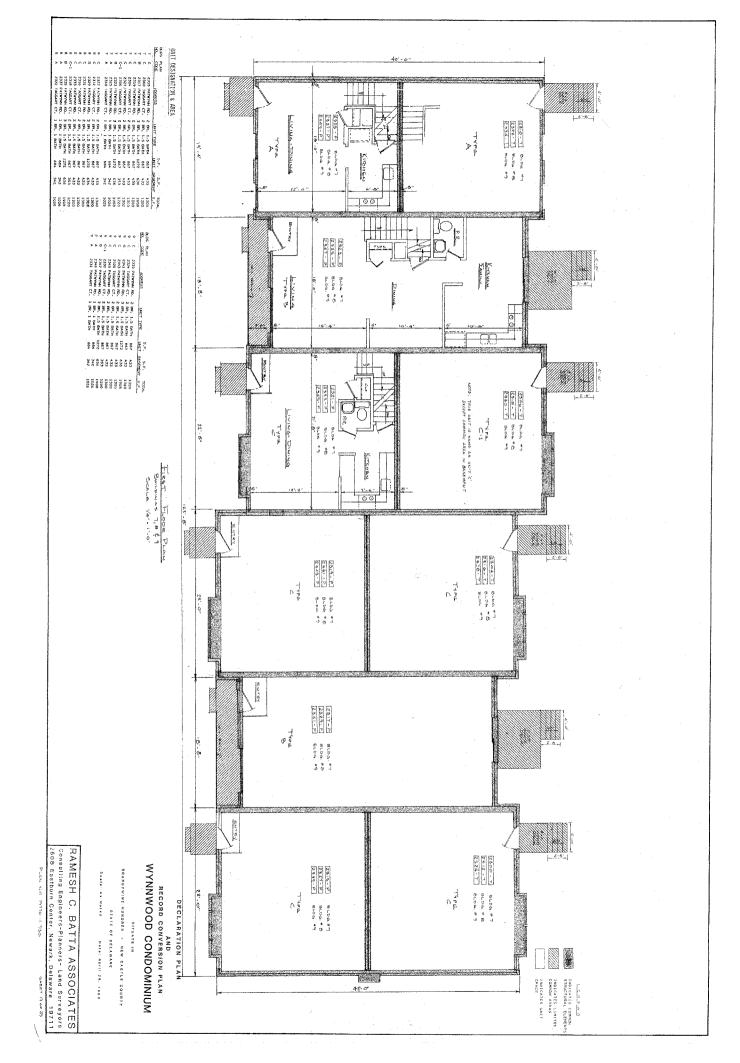
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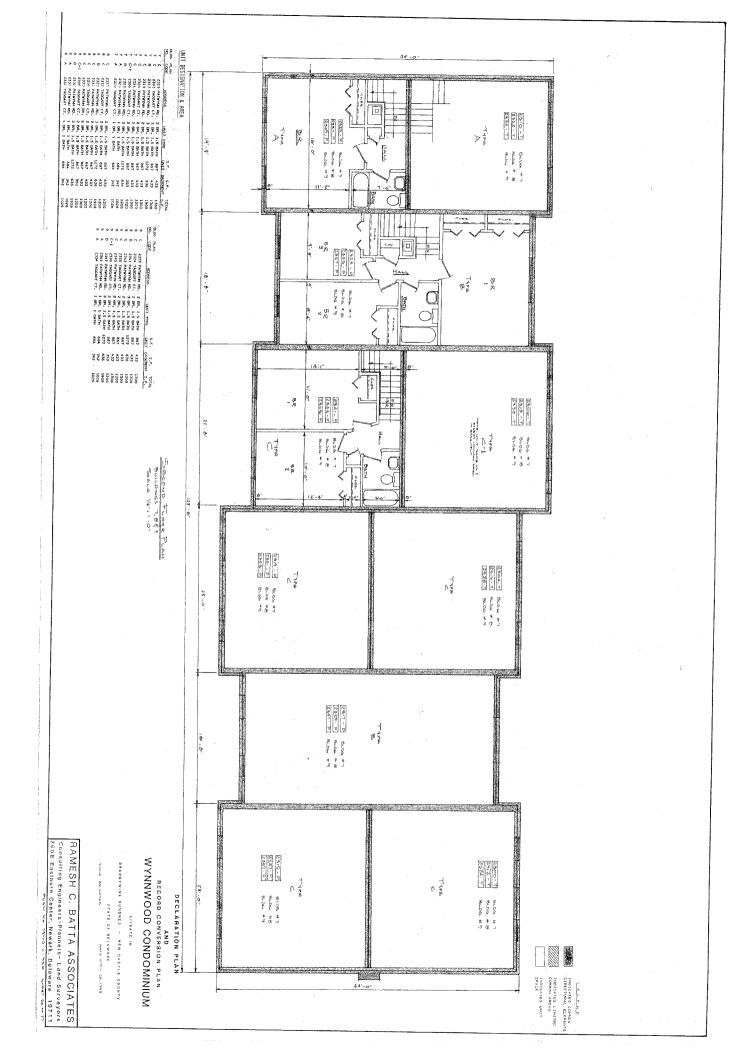
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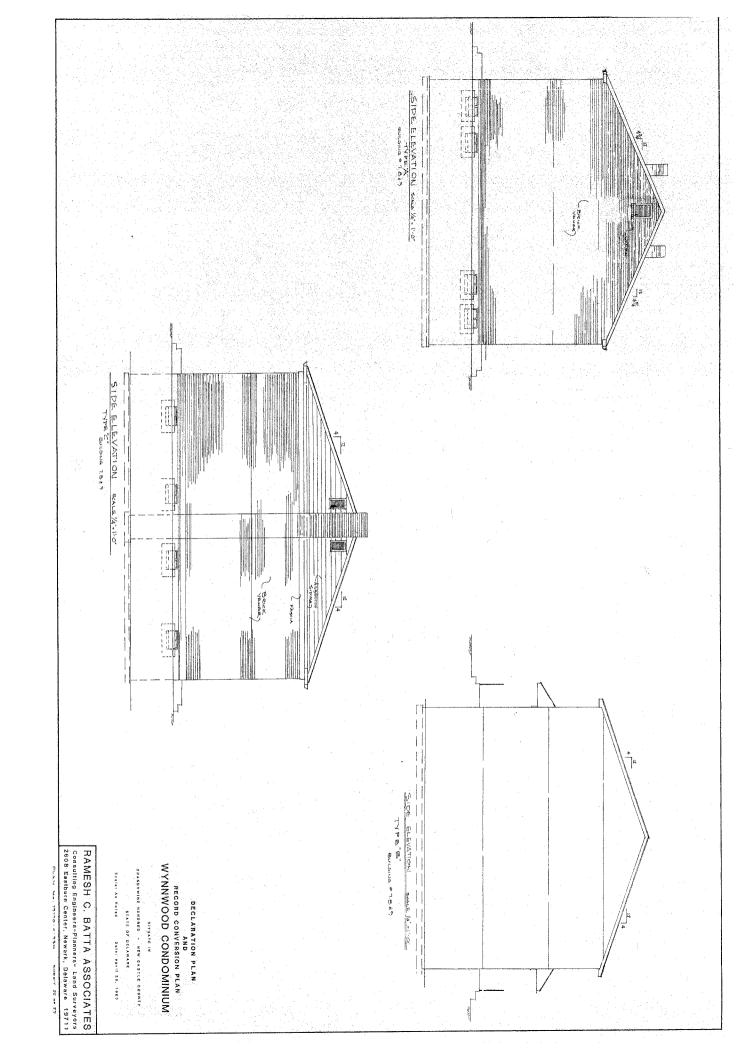
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RAMESH C. BATTA ASSOCIATES
Consulting Engineers-Planners- Land Surveyore
2608 Eastburn Center, Newark, Delaware 19711

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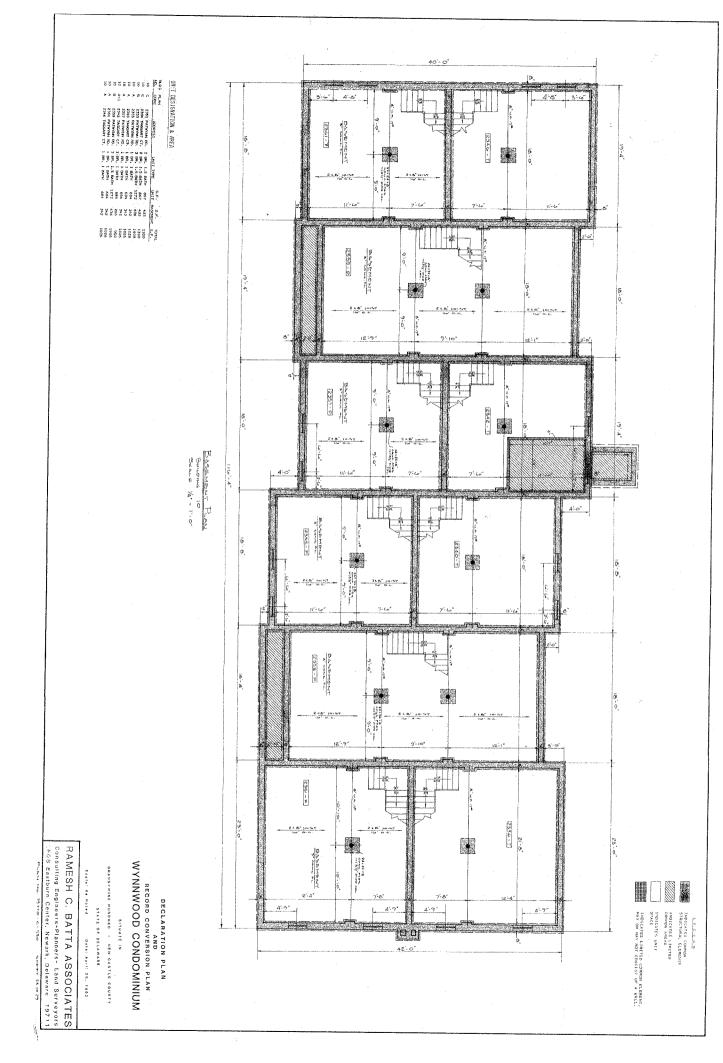
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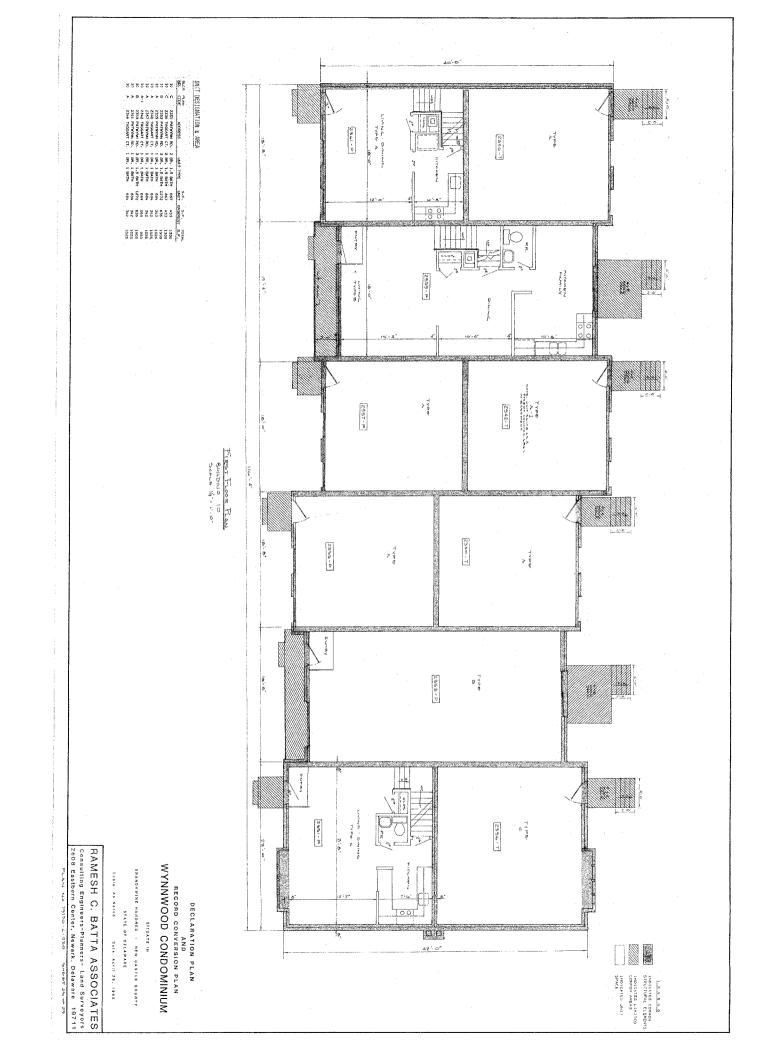
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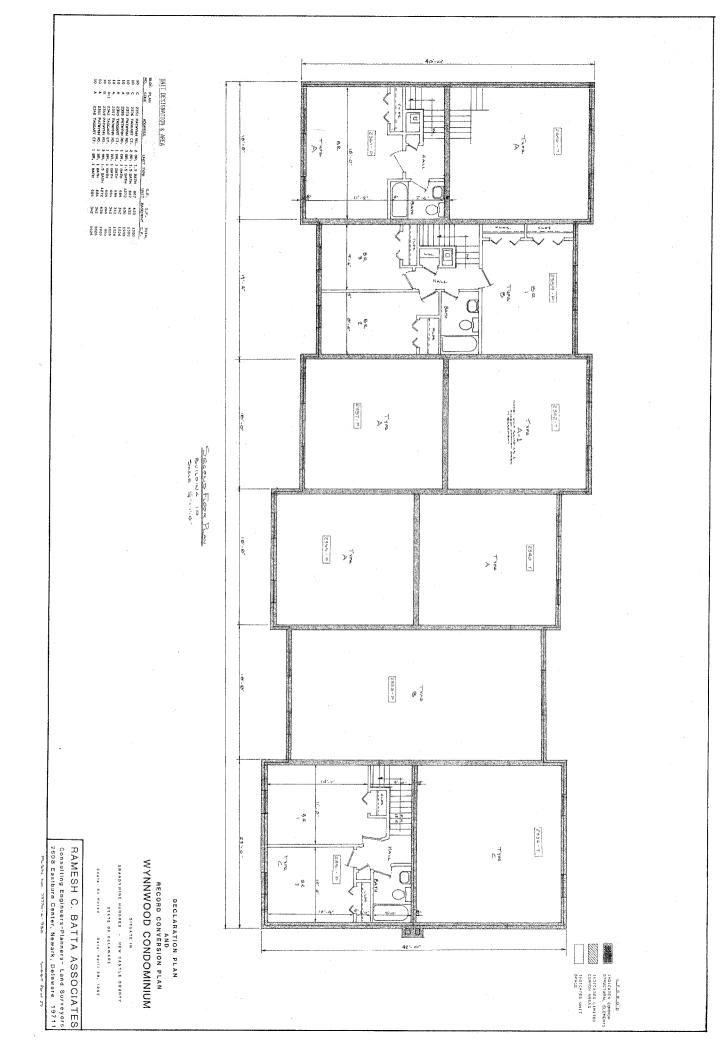
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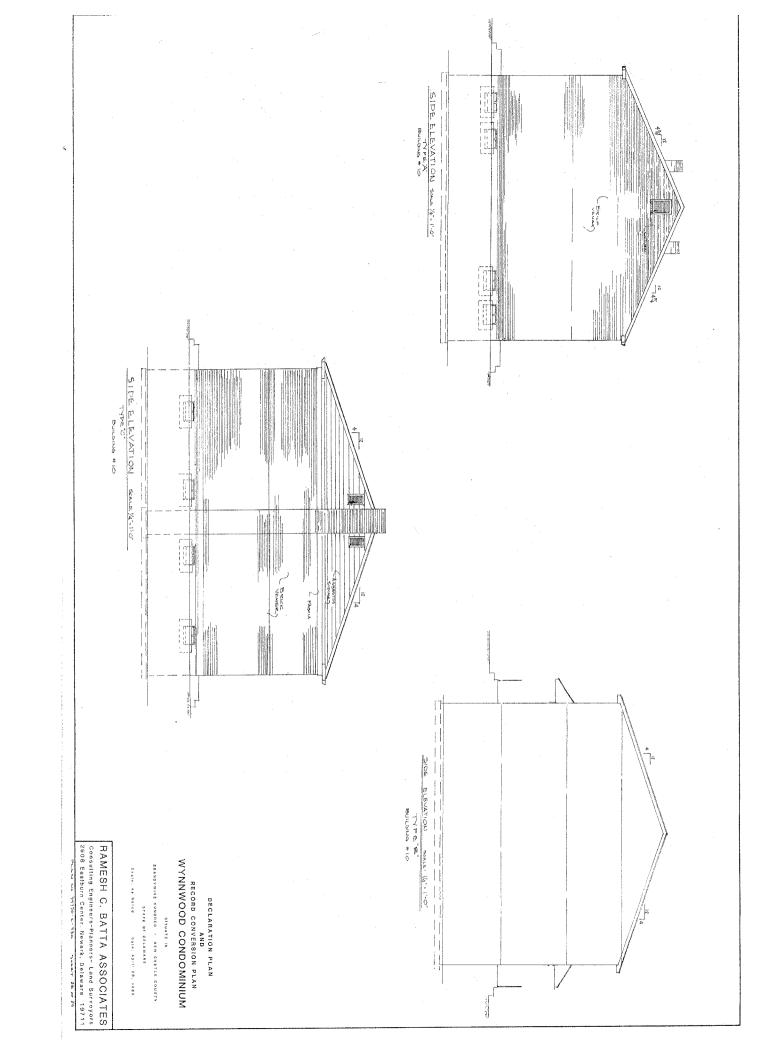
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RAMESH C. BATTA ASSOCIATES
Consulting Engineers-Planners - Land Surveyors
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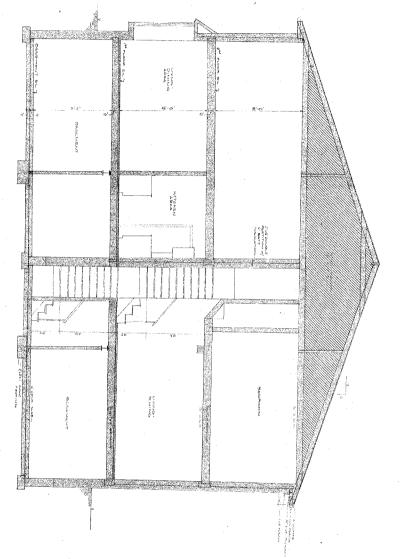
BRANDYWINE HUNDRED - NEW CASTLE COUNTY STATE OF DELAWARE

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DECLARATION PLAN
AND
RECORD CONVERSION PLAN
WYNNWOOD CONDOMINIUM



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DECLARATION PLAN
RECORD CONVERSION PLAN
WYNNWOOD CONDOMINIUM

STATE OF DELAWARE Doin: April 28, 1203

RAMESH C. BATTA ASSOCIATES
Consulting Engineers-Planners - Land Surveyors
2508 Eastburn Center, Newark, Delaware 19711

BRANDYWING HUNDRED - NEW GASTLE COUNTY

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