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Michael E. Kozikowski
New Castle Recorder MISC

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Prepared by
And return to: Whittington and Aulgur
2979 Barley Mill Road
Yorklyn, DE 19736

**DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF
VILLAGE OF FOUNTAINVIEW CONDOMINIUM**

ARTICLE 1

1.1 **INTENT OF DECLARATION.** CORROZI-FOUNTAINVIEW, LLC, a Delaware Limited Liability Company (hereinafter sometimes called "Declarant"), as holder of record title to the land and improvements hereinafter described (hereinafter "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 of Declarant, its successors and assigns, and of the future owners, lessees, occupants of said property, and certain restrictions and obligations governing the proper use and maintenance thereof.

ARTICLE 2

2.1 **DESCRIPTION OF PROPERTY.** The Property hereby submitted to the Unit Property Act consists of fifteen and forty-six hundredths (15.46) acres more or less, consisting of two hundred seventeen (217) Units, as shown on the Initial Declaration Plan of **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**, to be transferred in fee, and other improvements thereon constructed, located off White Chapel Road, Newark, New Castle County, State of Delaware, as more particularly bounded and described in Schedules 2.1 (land) and 2.2 (buildings and improvements) appended hereto and incorporated herein by reference.

ARTICLE 3

3.1 **NAME OF PROPERTY.** The name by which the above-described Property henceforth shall be known is the **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**.

ARTICLE 4

4.1 **COMPOSITION OF PROPERTY.** The Property shall consist of Units, Limited Common Elements and Common Elements as shown in the Condominium

Declaration Plan Prepared for Corrozi-Fountainview, LLC of **VILLAGE OF FOUNTAINVIEW CONDOMINIUM** prepared by McBride & Ziegler and Architectural Alliance, dated September 17, 2007, and amended to September 21, 2007, and recorded in the Office of the Recorder of Deeds as aforesaid on September 26, 2007, at Instrument No. **0010CIAfo-C0850'-/S:** (hereinafter referred to as the "Declaration Plan").

ARTICLE 5

5. **DEFINITIONS:**

5.1 **AGE QUALIFIED COMMUNITY.** Means the provisions of the Fair Housing Act, 42 U.S.C. Section 3601 et seq. (the "Act"), wherein one or more residents of at least eighty (80%) percent of the Units of the Property from time to time shall be fifty-five (55) years of age or older and no person who has not attained the age of eighteen (18) years of age shall reside in any Unit on a permanent basis.

5.1 **BUILDINGS.** Means the buildings intended for residential use, as more fully described in Schedule 2.2 attached hereto and as shown on the Initial Declaration Plan as the same may from time to time be amended.

5.2 **CODE OF REGULATIONS.** Means such governing regulations as are adopted by the Council pursuant to the Unit Property Act for the regulation and management of the Property including such amendments thereof as may be adopted from time to time.

5.3 **COMMON ELEMENTS.** Means all the parts of the Property, including the General Common Elements and Limited Common Elements, other than the Units as more fully described in Article 9 of this Declaration and Schedule 2.2 attached hereto.

5.4 **COMMON EXPENSES.** Means:

(1) The expenses of administration, operation, maintenance, repair and replacement of the Common Elements, including repair and replacement reserves as may be established;

(2) All expenses agreed upon as Common Expenses by seventy-five (75%) percent of the Unit Owners pursuant to a vote held at a special meeting called pursuant to the Declaration and Code of Regulations;

(3) All expenses declared to be Common Expenses by the provisions of the Unit Property Act or by this Declaration or the Code of Regulations.

(4) All valid charges against the Property as a whole.

5.5 **COMMON SURPLUS.** Means the excess of all receipts of the Council, including but not limited to Common Expense assessments, over the amount of the Common Expenses.

5.6 **CONDOMINIUM DOCUMENTS.** Means this Declaration, as the same may be amended from time to time, the schedules attached hereto, the Initial Declaration Plan, the Code of Regulations, Rules and Regulations adopted by the Council, agreements of sale for a Unit, Unit deeds and any other document required to be prepared and/or executed by or on behalf of the Declarant.

5.7 **COUNCIL.** Means the board of individuals who shall manage the business, operation and affairs of the Property on behalf of the Unit Owners in accordance with this Declaration and the Code of Regulations.

5.8 **DECLARATION PLAN.** Means the the Condominium Declaration Plan Prepared for Corrozi-Fountainview, LLC of **VILLAGE OF FOUNTAINVIEW CONDOMINIUM** prepared by McBride & Ziegler and Architectural Alliance, dated September 17, 2007, and amended to September 21, 2007, and recorded in the Office of the Recorder of Deeds as aforesaid on September 26, 2007, at Instrument No.

'fl:2,fi}f-, including amendments which may be made to it from time to time as permitted by the Unit Property Act and this Declaration. It is anticipated that the Declaration as filed will be amended to include revised plans to establish the "as-built" improvements. In the event of any one or more amendments to the Initial Declaration Plan, all references to the Initial Declaration Plan (unless otherwise specifically designated) shall mean the Initial Declaration Plan as amended to the date of such reference.

5.9 **GENERAL COMMON ELEMENTS.** Means all of the parts of the Property other than the Units and Limited Common Elements as shown on the Initial Declaration Plan and as more fully described in Article 9 of this Declaration.

5.10 **LIMITED COMMON ELEMENTS.** Means all of the parts of the property reserved for the use of specific Units and designated Limited Common Elements on the Initial Declaration Plan.

5.11 **MAJORITY OF UNIT OWNERS.** Means the owners of more than fifty (50%) percent of the aggregate undivided Proportionate Interest in the Common Elements of the Property. Any specified percentage of the Unit Owners means the owners of such percentage of undivided Proportionate Interest in the Common Elements of the Property in the aggregate.

5.12 **PROPERTY.** Means the Land, as specifically described under the Initial Declaration Plan, and the Building and all other improvements and structures thereon owned in fee simple by Declarant and all easements, rights and appurtenances belonging to the Land which have been or are intended to be submitted to the provisions of the Unit Property Act, and all articles of personal property intended for use in connection therewith.

5.13 **PROPORTIONATE INTEREST.** Means the proportionate undivided interest in the Common Elements expressed as a percentage and assigned in this Declaration to each Unit, as set forth in Schedule 2.2 attached hereto, and owned by each respective Unit Owner, as tenants in common, not subject to partition.

5.14 **RULES AND REGULATIONS.** Means those Rules and Regulations adopted from time to time by the Council that are deemed necessary for the enjoyment of the Property by each of the Unit Owners. The initial Rules and Regulations are attached hereto as Schedule 3.

5.15 **UNIT.** Means a part of the property designed or intended for independent residential use and which has a direct exit to a public street or way, or to a Common Element or Limited Common Element leading to a public street or way, or to an easement or right of way leading to a public street or way and includes the Proportionate Interest which is assigned to each Unit in this Declaration.

5.16 **UNIT OWNER.** Means the person or persons owning a Unit, whether a natural individual, corporation, partnership, association, trustee or other legal entity. Should the Council hold title to a Unit pursuant to this Declaration or the Code of Regulations, the Council shall be deemed to be the Unit Owner subject to any other provision of this Declaration or the Code relating to the ownership of Units by the Council. The Declarant is the Unit Owner of all unsold Units.

5.17 **UNIT PROPERTY ACT.** Refers to Chapter 22 of Title 25 of the Delaware Code of 1953, as amended.

5.18 **SPECIAL DECLARANT RIGHTS.** Special Declarant Rights are those rights reserved for the benefit of Declarant as provided for in the Unit Property Act and the Condominium Documents.

ARTICLE 6

6. COMPONENTS OF PROPERTY.

6.1 The Declarant, in order to accomplish the plan of condominium ownership intended for the Property, hereby agrees and declares that it hereby divides the Property into separate component parcels consisting of Units, Common Elements, General Common Elements and Limited Common Elements, as said components are defined and described in this Declaration and as they are shown on the Initial Declaration Plan, from time to time as amended, which Initial Declaration Plan Declarant has recorded contemporaneously with this Declaration in the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Instrument No. ~~ol:fltJ/lt-~~. The Declarant acknowledges that the instrument number may not be ascertainable at the time of recording this Declaration, and, therefore, agrees that when it is ascertainable, the instrument number shall be deemed to have been set forth in this

Declaration at the time of its recording, and that setting forth the instrument number at any future time in any copies of this Declaration shall not prevent a copy from being a true and correct copy of this Declaration as recorded.

6.2 Every Unit, together with its Proportionate Interest, shall for all purposes constitute a separate parcel of real property, and the Unit Owner shall be entitled to the exclusive ownership and possession of his Units, subject only to the covenants, restrictions, easements, this Declaration, Code of Regulations, Rules, Regulations, and any resolutions and decisions adopted by the Council pursuant thereto, as may be contained in the Condominium Documents or as may from time to time be adopted in accordance with this Declaration and the Code of Regulations.

ARTICLE 7

7.1 The designation of each Unit, the location of the Unit, its dimensions, its approximate area, its number of rooms, the Common Elements to which the Unit has immediate access, the Limited Common Elements which have been reserved for the specific use of the Unit, and other data concerning the proper identification of the Unit are set forth in the Initial Declaration Plan.

7.2 Each Unit is bounded as to horizontal and vertical boundaries by the interior surface of its perimeter walls, ceilings and floors as shown on the Initial Declaration Plan, subject to such encroachments as are contained in the Building, whether the encroachments now exist or may be caused or created later by construction, settlement or movement of the Building or by permissible repairs, construction or alteration.

7.3 The square footage of the floor area contained in each Unit and their Proportionate Interest are set forth in Schedule 2.2 attached hereto.

ARTICLE 8

8. UNIT DESCRIPTION.

8.1 Each Unit consists of:

(1) The volumes or cubicles of space within its title lines as shown on the Initial Declaration Plan enclosed by and measured horizontally from the unfinished inner surfaces of the perimeter walls dividing the Unit, and vertically from the unfinished inner surfaces of the ceiling and floor of the Unit;

(2) The front entrance door and any other entrance door of a Unit, the patio or balcony, if any, connected to a Unit (including all doors leading to such patio or balcony), all windows of Unit, including sash, pane and screens, all interior partition walls, floors and other partitions located within a Unit (including the space occupied by such walls, floors, partitions, and frames of any windows, doors or other openings in

such walls, or partitions) excepting such part of the interior walls, floors and partitions located within a Unit which may be load bearing and comprise part of the Common Elements;

(3) The decorated inner surfaces of all said walls, ceilings and concrete slabs consisting of paint, plaster, plasterboard, wallpaper, carpeting, floor tiles and other floor coverings, moldings and baseboards, railings, and all other finishing materials of a similar nature, affixed or installed as part of the physical structure of the Unit;

(4) All sinks, cabinets, water closets, air conditioner units, bathtubs and showers, shelves, dishwashers, garbage disposal units, hoods, fireplaces, ranges and ovens, refrigerators, light fixtures and other appliances, if any, located in the Unit;

(5) All pipes, wires, ducts, cables, conduits and other electrical, plumbing, lighting, telephone, television, sewer, water, and other systems and equipment or installations which serve only the Unit commencing at the point such actually enter the Unit.

(6) The Proportionate Interest in the Common Elements assigned to the Unit in this Declaration. Such interest is expressed as a percentage and the sum of such percentages equals one hundred percent (100%).

(7) Certain Limited Common Elements as more fully described on the Initial Declaration Plan.

8.2 Excluded from each Unit shall be:

(1) All pipes, ducts, wires, cables, conduits or other electrical, plumbing, lighting, telephone, television, sewer, water and other systems and equipment or installations serving more than one Unit regardless of where such may be located.

(2) All other apparatus and installations existing for common use which may be wholly or partially within a Unit but which in whole or in part serve more than one Unit or the Common Elements.

(3) Structural parts and supports contained within any Unit.

8.3 Nothing contained in this Article shall cause any Unit to extend beyond the title lines of such Unit as shown on the Initial Declaration Plan or any amendment thereto.

ARTICLE 9

9. DESCRIPTION OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS, GENERAL COMMON ELEMENTS, AND INTEREST.

9.1 The Common Elements consist of the General Common Elements and the Limited Common Elements.

(1) The General Common Elements consist of the entire Property other than the Units and the Limited Common Elements as shown on the Initial Declaration Plan, and including without limitation the following:

- (a) The Land;
- (b) The foundations, structural parts and supports, floors and ceilings (including the respective parts thereof expressly included within the Units) main or structural walls, roofs and roof framing and the Units, stairways, stair towers, and the entrances and exists;
- (c) The yards, driveways, walks, stairs and other improvements as described in Schedule 2.2 attached hereto;
- (d) Portions of the Land and Building used exclusively for the management, operation or maintenance of the Common Elements;
- (e) All personal property and chattels of any kind belonging to the Council, including but not limited to all furniture, equipment, office equipment and fixtures and all replacements thereto, located on or situate within the General Common Elements, excluding those items of personal property and chattels which are subject to a service contract or lease arrangement;
- (f) All installations of and systems for central services and utilities serving more than one Unit, which are located in or about the Building, including, but not limited to, systems for electricity, plumbing, light, water, gas, communications and security equipment, telephone equipment, sewer and drainage, and all other apparatus and installations existing for common use, including all pipes, ducts, wires, cables and conduits used in connection therewith, except as to the extent the same are located within and serve only a single Unit and except as to the extent that all or parts of some utility systems are owned by the utilities supplying the respective services involved;
- (g) All other elements of the structures, other than the units and the Limited Common Elements, necessary or convenient to the Property's existence, management, operation, maintenance and safety or normally in common use;

(h) Elevators, motors, pumps, tanks, mailboxes, security systems and any other equipment used to provide some service available for use by more than one Unit Owner;

(i) Easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, safety and use of the Property;

U) Any Unit or interest therein standing in the Council's name for and during the period of time during which such Unit or interest is held by the Council;

(k) All recreation areas and meter rooms, free areas, workshop rooms and the condominium management office, if any; and

(l) All air space above the surface of the Land, excluding the air space as is enclosed within the title lines of each Unit as shown on the Initial Declaration Plan.

(2) The Limited Common Elements consist of those Common Elements which are set forth in the Initial Declaration Plan as Limited Common Elements, and are reserved for the use of specific Units, to the exclusion of all other Units or Unit Owners, including but not limited to, storage facilities, trellises, patios, contiguous yards, and motor vehicle parking spaces.

9.2 The Proportionate Interest in the Common Elements assigned to each Unit, expressed in terms of a percentage per Unit, is set forth in Schedule 2.2 attached hereto.

9.3 The Proportionate Interest of a Unit in the Common Elements and the easements and rights appurtenant to a Unit shall be inseparable from each Unit, and any conveyance, lease, devise or other disposition or mortgage or other encumbrance of any Unit shall extend to and include its Proportionate Interest in the Common Elements, whether or not expressly referred to in the instrument effecting the same. The Proportionate Interest of the Units in the Common Elements and the fee simple title to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each such Proportionate Interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding the description in the instrument of conveyance, transfer, alienation or encumbrance may refer only to the fee simple title to the Unit and such Proportionate Interest is not referred to therein; except as otherwise herein permitted below.

9.4 The maintenance, repair and replacement of the General Common Elements and Limited Common Elements and the making of any additions or

improvements thereto shall be carried out only as provided in this Declaration and the Code of Regulations.

ARTICLE 10

10.1 **REALLOCATION OF PROPORTIONATE INTERESTS.** The Proportionate Interest assigned to each Unit as set forth in Schedule 2.2 attached hereto may be reduced, altered or changed by the recording of an amendment to this Declaration duly executed by all Unit Owners whose Proportionate Interest shall change, their agents or attorneys or, by the Declarant itself pursuant to a Power of Attorney. Any alteration or change in the proportionate voting rights of any Unit Owner shall be made only in accordance with the provisions of the Code of Regulations.

ARTICLE 11

11. AGE QUALIFIED COMMUNITY.

Consistent with the provisions of the Fair Housing Act, 42 U.S.C. Section 3601 et seq. (the "Act"), one or more residents of at least eighty (80%) percent of the Units of the Property from time to time shall be fifty-five (55) years of age or older and no person who has not attained the age of eighteen (18) years of age shall reside in any Unit on a permanent basis; provided, however, that any person(s) under the age of eighteen (18) years of age may reside temporarily in a Unit as long as the term of such occupancy does not exceed thirty (30) days within any single calendar year. In addition, subject to the foregoing temporary residence provision, no more than two (2) persons shall occupy a Unit at any time, except that, with the prior consent and approval of the Council, one (1) approved care giver may also reside within the Unit. The guidelines and criteria for determining an "approved" care giver (the "Guide Lines") shall be promulgated by the Council and shall be provided to any resident seeking the services of any such approved care giver upon the written request of the Owner of any Unit. The Guide Lines may be amended from time to time as the Council deems appropriate. If, subsequent to the date of this Declaration, the Act is amended or otherwise enforced to permit additional classifications of adult residents, Declarant intends that, in accordance with the terms of this Declaration, the age 55 restriction herein above established pursuant to this Article 11 may be modified accordingly.

ARTICLE 12

12. EASEMENTS, LICENSES AND RIGHTS OF WAY.

12.1 Subject to the reservations hereinafter contained in this section, the Declarant does hereby establish and create for the benefit of the Property, and does hereby give, grant and convey to each Unit Owner the following easements, licenses, rights and privileges:

(1) Right of way of ingress and egress by vehicle or on foot, in, to, upon, over and under all driveways, roadways or walkways shown on the Initial Declaration Plan, for all purposes for which driveways, roadways or walkways are commonly used, which right of way shall be used in common with the Declarant.

(2) Rights to connect with and make use of underground utility lines, above ground utility lines (if any), pipes, conduits, sewer, water lines, and drainage lines which may, from time to time be in, along or under such driveway, roadways, walkways or elsewhere.

(3) Provided, however, the Declarant does hereby specifically reserve the right to establish and create for the benefit of any other owners of Units of **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**, such easements, licenses, rights and privileges in, to, upon, over and under the aforesaid areas encumbered by the aforesaid easements granted hereunder.

(4) The aforesaid easements, licenses, rights and privileges shall be subject to the terms and conditions of this Declaration.

(5) The easements, licenses, rights and privileges established, created and granted in this Section shall be for the benefit of the Unit Owners and their invitees, but the same is not intended, nor shall it be construed, as creating any rights in or for the benefit of the general public.

(6) The aforesaid easements, licenses, rights and privileges established, created and granted by this Section of the Declaration shall be perpetual and run with the Property, the Units and the Common Elements.

12.2 Each Unit Owner shall have an easement in common with the Unit Owners of all the other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines, private utility lines, and other elements located in any of the other Units or Common Elements serving such Unit. Each Unit and Common Element shall be subject to an easement in favor of the Unit Owners of all other units and Common Elements to use the pipes, wires, ducts, flues, cables, conduits, public utility lines, private utility lines and other elements serving such other Units and located in such Unit or the Common Elements.

12.3 The Council, its duly designated agents, including any Manager, shall have the right of reasonable access to each Unit to inspect the same and to maintain, repair or replace the Common Elements common to such Unit and other Units and such appliances and such facilities which the Council has the duty to maintain. Entrance into any Unit for inspection and for repairs under the 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 be rightfully accomplished by or under the authorization of any Council member without the necessity of a meeting or a

vote of Council members and the costs of repairs necessitated by any such emergency or forceful entry shall be a Common Expense.

12.4 Each Unit and the interest in the Common Elements conveyed therewith shall be subject to, burdened with, and where applicable benefit from, the following easements:

(1) Ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(2) Structural support for all portions of the Units contributing to the structural support of the Common Elements, other Units or the Property.

(3) Utility easements, including but not limited to, conduits, ducts, piping, wiring and other facilities providing utility services to the Units and Common Elements.

(4) Those easements created by the Unit Property Act, including that easement set forth in Section 2215 thereof relating to easements for work.

(5) Such easements or rights of way as are necessary to be created for proper telephone service, water service, electric service, cable and other utilities whether created prior to or subsequent to the recording of this Declaration or for the maintenance and repair of such utilities once constructed.

(6) Any and all other easements, licenses, rights and privileges heretofore, presently or hereafter granted by the Declarant to the Unit Owners of any property in **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**.

12.5 Declarant hereby grants as appurtenant to each Unit an exclusive easement over those Limited Common Elements appurtenant to each Unit and reserved for the exclusive use of each Unit as more specifically shown on the Initial Declaration Plan as Limited Common Elements. The use of such easements shall be subject to the reservations, restrictions and covenants herein contained and such easements shall run with the Unit and shall benefit, burden, bind and inure to the Owner of each Unit, and such Unit Owner's personal representatives, heirs, executors, administrators, assigns, successors and tenants.

12.6 The Declarant reserves for itself, its successors and assigns and any person or persons or business entity or entities which Declarant may designate, the right of ingress and egress over, upon and across the Common Elements and the right to store materials thereon, and make such other use thereof as may be reasonably necessary incident to construction, development, sale and operation of the Property, or any part thereof, as well as other expandable phases of **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**. Declarant shall not exercise such rights in a manner that will

unreasonably interfere with the use of the Property by the Unit Owners and shall repair any and all damages to any property caused by such use.

12.7 If any portion of the Common Elements now encroaches upon any one Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of the Building (including the Units and all other improvements to the Land) or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building, a valid easement for the encroachment and for the maintenance of the same so long as the Building stands, shall exist. In the event the Building, any Unit, or adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire, flood, storm damage, or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachment of the parts of the Common Elements upon any other Unit or upon any portion of the Common Elements due to such rebuilding shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

ARTICLE 13

13.1 **RESTRICTIONS ON USE.** Each Unit shall be used exclusively for residential purposes as a single family dwelling Unit and no such Unit shall be used for any business or other purpose, except that Units may be rented by the Declarant, any Unit Owner, or any Unit mortgagee in possession; provided, however, that all leases shall be in writing, 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. Any Unit or Units may be shown to prospective purchasers or tenants and sold or leased, or maintained and shown as samples in connection with the sale or lease of other Units, without violating this Declaration, the Code of Regulations, or any applicable Rules. The Declarant, and every Unit Owner by the acceptance of a deed to such Unit Owner's Unit, and the respective heirs, successors and assigns of Declarant and every Unit Owner, covenant that they will faithfully observe all of the terms, covenants and conditions wherever imposed in the Condominium Documents. Each Unit Owner and such Unit Owner's heirs, successors and assigns, further covenants and agrees:

(1) The Unit Owner will not use, cause or permit a Unit to be used other than as provided in the Condominium Documents, nor will the Unit Owner use, cause or permit a Unit to be changed or altered without first having obtained the approval of the Council.

(2) 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 project; or (ii) any noise which is so loud as to unreasonably and repeatedly disturb other Unit occupants.

(3) Anything herein to the contrary notwithstanding, at any time and from time to time, Declarant or the Council may designate a Unit to be used for office purposes or to house a resident manager or sales person. In such event, such Unit may be used by an independent manager or independent real estate broker as such manager or broker's office. Such Unit may alternatively be used by a resident maintenance person as living quarters. Such office may be used to conduct the activity permitted by this subparagraph (3) so long as all necessary governmental approvals have been secured for the conduct of such activity at such location, such activity causes no nuisance on the Property and, in the case of an independent manager, so long as the conduct of such activity does not interfere with the manager's duties as the independent manager of the Building.

(4) No Unit Owner may at any time bring or maintain any action at law or equity, for partitioning of any Unit; nor bring or maintain any proceeding to subdivide any Unit pursuant to any subdivision and land development laws applicable thereto provided, however, that Declarant may subdivide Units upon complying with all applicable subdivision and land development laws.

(5) No Limited Common Element which is directly accessible only by or through a given Unit or a storage facility or motor vehicle parking space which has been made expressly appurtenant to a Unit, or any other portion of the Common Elements which have been specifically allocated to any particular Unit shall be used or entered upon other than with the consent of the Unit Owner of such Unit.

(6) No Limited Common Element area intended for parking purposes shall be used for parking any form of transportation prohibited by the Council. This prohibition is intended to permit the Council to restrict the parking of mobile homes, mobile campers, boats, boat trailers, taxi cabs, and other special purpose vehicles that would detract from the residential building appearance of the Property.

(7) A Unit Owner will not use, permit or allow the unit or any part thereof to be used for an offensive or unlawful purpose nor will the Unit Owner permit or allow any nuisance within the Unit nor will the Unit Owner use, permit or allow the Unit to be used in a manner which will be a source of annoyance or which in any way interferes with the peaceful possession, enjoyment and proper use of the property by the other Unit Owners.

(8) A Unit Owner will not obstruct, post or decorate any Common Element or use any Common Element for other than for the purposes for which such Common Elements is intended, unless the written authorization of the Council has first been obtained.

(9) If two (2) or more adjacent Units are owned by the same Unit Owner, the Unit Owner may, with the prior written consent of the Council, move or remove the common wall or walls or other divisions between the Units provided, however, that such action shall be in conformity with all applicable building codes and

governmental regulations and shall not endanger the soundness or safety of the property. Furthermore, no such action shall encroach upon any space belonging to another Unit not owned by the same Unit Owner, or to any Common Element, nor shall such action sever, move or otherwise interfere with pipes, ducts, cables, wires, conduits, public utilities lines or other such Common Elements serving Units owned by others. The Unit Owner shall be responsible for accomplishing and paying the costs of any amendments to the Initial Declaration Plan and this Declaration as may be required by such action.

ARTICLE 14

14. COMMON ELEMENTS AND COMMON INTEREST.

14.1 Each Unit has appurtenant to the Unit a Proportionate Interest in the Common Elements as set forth in Article 8.1 in this Declaration and Schedule 2.2 attached hereto.

14.2 Except as provided in Section 2239 of the Unit Property Act, the Common Elements shall not be divided nor partitioned. Nothing herein contained shall be deemed to prevent ownership of a Unit by multiple Unit Owners by the entireties, jointly, or in common.

14.3 Each Unit Owner shall use the Common Elements according to the purposes for which the Common Elements are intended without hindering the exercise of or encroaching upon the rights of other Unit Owners.

14.4 The Council shall, on behalf of the Unit Owners, have the irrevocable right, to be exercised by the Council or its designee, of access to each Unit for the purpose of conducting a pest extermination program, of inspecting and making repair, replacements or improvements to the Common Elements and to the Unit itself or any other Unit where the responsibility therefor is upon the Council for making repairs, replacements or improvements elsewhere in the Building or to prevent damage to the Common Elements or other Units, or to abate the violation of any laws, orders, rules or regulations of governmental authorities having jurisdiction, or to correct any condition existing on the Property which is a violation of the provisions of any mortgage covering another Unit. The costs of removing, correcting or abating any such violation and of making any such repairs, replacements or improvements to any such Unit shall be paid by the Unit Owner thereof to the Council on demand. Requests for access shall be made in advance and shall be during reasonable hours except in cases of emergency when such rights of access may be made without request and shall be immediate, whether or not the Unit Owner is present.

14.5 If any question arises, the Council shall finally determine the purpose for which a Common Element is intended to be used. The Council shall have the right to promulgate rules and regulations limiting the use of the Common Elements to Unit Owners, their families, guests, invitees, and employees as well as to provide for the

exclusive use by a Unit Owner and his guests for special occasions of any facility located in the Property. Such use may be conditioned, among other things, on the payment by the Unit Owner seeking such use of such fee as may be established by the Council for the purpose of defraying the costs thereof.

14.6 The maintenance, repair, replacement, management, operation and use of the Common Elements shall be the responsibility of the Council, but nothing contained herein shall be construed to preclude the Council from delegating these duties to a manager or agent or to other persons, firms or other associations.

14.7 The expenses incurred or projected for the maintenance, repair, replacement, management, operation and use of the Common Elements shall be collected from the Unit Owners and assessed as Common Expenses by the Council.

14.8 At such time as the control of the Council shall be turned over by Declarant to the Association of Unit Owners as defined in the Code of Regulations and thereafter, as established in the Code of Regulation, then whenever in the judgment of the Council the Common Elements shall require additions, alterations or improvements costing in the aggregate in excess of Twenty-Five Thousand Dollars (\$25,000.00) during any period of twelve (12) consecutive months, and the making of such additions, alterations or improvements shall have been approved by a Majority of the Unit Owners, the Council shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a Common Expense. Any additions, alterations or improvements costing in the aggregate Fifteen Thousand Dollars (\$15,000.00) or less during any period of twelve (12) consecutive months may be made by the Council without approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

(1) If, in the sole opinion of the Council, an alteration or improvement is general in character, the costs therefor shall be assessed as a Common Expense.

(2) If, in the sole opinion of the Council, an alteration or improvement is exclusively or substantially exclusively for the benefit of one or more Unit Owners who expressly requested it, the cost of such alteration or improvement shall be assessed against such Unit Owner or Unit Owners in such proportion as the Council shall determine is fair and equitable. Nothing contained herein shall prevent the Unit Owners affected by such alteration or improvement from agreeing in writing, either before or after the Assessment is made, to be assessed in different proportions.

14.9 No Unit Owner shall do any work which affects or alters any of the Common Elements or impairs any easement or hereditament therein without the prior express written approval of the Council.

14.10 During such time as the Property remains subject to this Declaration and the Unit Property Act, the Common Elements shall not be abandoned, sold, encumbered or transferred nor shall any lien of any nature arise or be created against

the Common Elements without the unanimous consent of all the Unit Owners and the holders of liens thereon, except such liens as may arise or be created against the Units and their respective Proportionate Interest under the Unit Property Act or this Declaration or the Code of Regulations. Every agreement for the performance of labor or the furnishing of materials to the Common Elements, whether oral or in writing, must provide that such agreement is subject to the provisions of this Declaration and the Unit Property Act.

14.11 All moneys paid towards the Common Expenses received or to be received by the Council and the right to receive such funds shall constitute trust funds for the purpose of paying the cost of services, labor, and materials furnished to the Common Elements at the express request or with the consent of the manager, managing agent, or Council and the same shall be expended first for such purpose before expending any part of the same for any other purpose. Nothing herein contained shall require the Council to keep such moneys in a separate bank account and no violation of such trust shall arise by reason of the commingling of the funds held by the Council in one bank account.

14.12 Each Unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such Owner's Unit, regardless of the location of such Common Elements. Each Unit shall be subject to an easement in favor of all other Unit Owners thereby affected to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. Each Unit shall have an easement, to the extent necessary, for structural support in favor of every other Unit. The foregoing easements shall run with the Property and inure to the benefit of and be binding upon the Council and each Unit Owner, mortgagee, lessee, occupant, or other person having any interest in any Unit or in the Common Elements at the time of reference.

14.13 All repairs and replacements to the Common Elements shall be substantially similar to the original construction and installation and shall be of first class quality.

ARTICLE 15

15. UNIT MAINTENANCE AND REPAIR.

15.1 No Unit Owner shall do or cause to be done any work affecting his Unit which would jeopardize the soundness or safety of the Property or any other Unit, reduce the value thereof, or impair any easement or hereditament therein. Each Unit Owner shall cause any work being performed on such Owner's Unit, which in the sole opinion of the Council violates this Section, to be stopped immediately and shall refrain from recommencing or continuing the same without the written consent of the Council. No Unit Owner shall repair, alter, replace, or move any of the Common Elements which are located within such Owner's Unit without the prior consent in writing of the Council

nor repair, alter, replace or perform work of any kind on the exterior of the Unit or the Building, including patios, balconies, and entrance doors, without in every such case first obtaining in writing the consent of the Council. No Unit Owner shall alter or replace any walls without the prior consent in writing of the Council. All repairs and maintenance of any balcony or patio included within a Unit shall be the responsibility of the Council and performed at the Council's expense, provided, however, that the sanitation and cleaning of any balcony or patio shall be the responsibility of the particular Unit Owner and at such Unit Owner's expense.

15.2 It shall be the responsibility of the Council to maintain, repair or replace:

(1) All portions of the Unit which contribute to the support of the Building, including main bearing walls, but excluding painting, wallpapering, decorating or other work on the interior surfaces of walls, ceilings and floors within a Unit.

(2) All portions of a Unit which constitute a part of the exterior of the Building including any balcony or patio.

(3) All Common Elements including those located within a Unit.

(4) All damage caused by work done by direction of the Council.

(5) In the performance of any labor or in the furnishing of any material to a Unit under the direction of the Council, no lien shall be established or give rise to the basis for filing a mechanic's lien against the Unit Owner except such work performed for emergency repair. Nothing herein contained shall prevent such mechanic's lien from being filed against a Unit Owner who expressly consents and requests in writing that the work be done.

15.3 It shall be the responsibility of each Unit Owner with reference to that Owner's Unit:

(1) Except for those portions of the Unit mentioned and described in Article 14.2 above, to maintain, repair or replace at such Unit Owner's own expense all portions of the Unit which may cause injury or damage to the other Units or to the Common Elements.

(2) To paint, wallpaper, decorate and maintain the surfaces of all walls, ceilings, and floors, doors, door frames, windows, window frames and vents within the Unit and to keep clean any balcony or patio area located within the Unit.

(3) To perform such Unit Owner's duties, obligations and responsibilities in such a manner and at such reasonable hours so as not to unreasonably disturb other Unit Owners in the Building.

(4) To refrain from repairing, altering, replacing, painting or otherwise decorating or changing the appearance of any portion of the Common Elements without first obtaining the consent of the Council in writing and to refrain from repairing, altering, replacing, painting, decorating or changing the exterior of the Unit or any exterior appendages whether exclusively used by the Unit Owner or otherwise, without first obtaining the consent in writing of the Council.

(5) To maintain, repair, and replace all sinks, cabinets, water closets, bathtubs and showers, shelves, dishwashers, garbage disposal units, hoods, ranges and ovens, air conditioner units, refrigerators, light fixtures and appliances installed for the sole and exclusive use of the Unit and all non-load bearing interior walls, floors and partitions and windows and doors in the Unit.

(6) To pay the expenses incurred by the Council in making repairs or replacements of the Common Elements caused by the Unit Owner's willful or negligent act or failure to act or that of such Unit Owner's family, guests, invitees, employees, agents, lessees or licensees.

(7) To pay any increase in insurance rates occasioned by use, misuse, occupancy or abandonment, of the Unit or its appurtenances. Nothing contained in this Declaration, however, shall be construed so as to modify any waiver by any insurance company of its right of subrogation.

(8) To maintain a minimum temperature of fifty (50) degrees in the Unit and to repair or replace at such Unit Owner's own expense any damage resulting from the Unit Owner's failure to maintain the aforesaid minimum temperature.

(9) To notify promptly the Council or its managing agent of all work that the Unit Owner intends to perform and for which the Council has primary responsibility under this Declaration or otherwise as a matter of law. Any consent by the Council to the performance of such work by the Unit Owner shall not constitute an assumption by the Council to pay therefore. Also, the failure of the Council to take action on the notice shall not be deemed a waiver by the Council of its rights and shall also not constitute a consent by the Council or an assumption by it to pay for any work performed by the Unit Owner. Any consent given by the Council shall set forth the terms of such consent in writing and the Unit Owner shall be required to abide thereby.

15.4 Nothing contained in this Article shall be construed so as to impose a personal liability upon any of the members of the Council for the maintenance, repair or replacement of any Unit or Common Element or give rise to a cause of action against such members. The members of the Council and the Council as such shall not be liable for damages of any kind except for willful misconduct or bad faith.

15.5 In the event of damage to or destruction of one or more of the improvements comprising part of the Property, the damage shall be repaired and such improvement or improvements restored as required or permitted in this Declaration and

the Code of Regulations, except that in the case of the substantial destruction of or damage to the Building, the same need not be rebuilt and restored except as provided in this Declaration and the Code of Regulations.

15.6 All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first class quality.

ARTICLE 16

16. COUNCIL FIRST MEMBERS AND DUTIES.

16.1 The Council shall be a board of natural persons none of whom need to be a Unit Owner. The Code of Regulations shall specify the number of members of the Council and their other qualifications. The first members of the Council shall be **MICHAEL A. STORTINI, JOHN A. CORROZI and PAUL A. ROBINO.**

16.2 The affairs of the Property shall be governed and controlled by the Council. The Council shall have charge of, be responsible for and is authorized to manage the affairs of the Property, the Common Elements and other assets held by the Council on behalf of the Unit Owners except as otherwise limited herein. The Council shall have all powers, rights, duties and obligations accorded to the Council in this Declaration, the Code of Regulations or the Rules and Regulations. The Council shall adopt any measure and execute any action necessary to promote the interest of the Property. The Council shall fix charges, assessments and fees, as well as the rent for any property owned by the Council and shall hold all of the foregoing funds or other assets of the Condominium and administer them as trustees for the benefit of the Unit Owners. The Council shall keep accurate records and audit and collect bills, contract for all loans, mortgages, leases and purchases or sales of Units acquired by the Council or its designee on behalf of all of the Unit Owners, where applicable and direct all expenditures, select, appoint, remove and establish the salaries of employees and fix the amount of any bonds for the Council, its members, officers and employees. The Council shall have exclusive authority to license, lease or operate any concessions and install vending machines on the Property. The Council shall maintain the Common Elements and other portions of the Property as hereby specified, paying for services and supervising repairs and alterations and shall pass upon the recommendations of all committees and adopt rules and regulations as in the judgment of the Council may be necessary for the management, control and orderly use of the Common Elements and other portions of the property and, in general, shall manage the Property as provided herein and in the Code of Regulations. Nothing herein shall prevent the Council from employing and delegating such powers as the Council deems advisable to professional management or from designating and acting through such executive committee(s) comprised of one (1) or more Council members as the Council may from time to time determine.

16.3 In order to limit the liability of the Unit Owners, and the members of the Council or its designee(s), any contract or other commitment made by the Council, or a

designee in its behalf, shall contain the following statement: "The Council, its members, managing agent, manager or other designee(s), as the case may be, in executing this instrument, is acting only as agent for the Unit Owners, and the members of the Council, its managing agent, manager or other designee(s) shall have no personal liability on any contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability as the Proportionate Interest of each Unit Owner bears to the aggregate Proportionate Interest of all Unit Owners." The Council and its members shall have no liability to the Unit Owners for any error of judgment or otherwise, except for willful misconduct or bad faith. It is discretionary with the Council whether its members shall be bonded for this purpose.

16.4 The Council shall insure the Property against loss or damage by fire and such hazards as are required by the Code of Regulations without prejudice to the right of each Unit Owner to insure such Unit Owner's own Unit for such Unit Owner's own benefit. The premiums for insurance placed on the Property through the Council shall be deemed a Common Expense.

ARTICLE 17

17. CHARGES, SURPLUS, ASSESSMENTS AND THEIR ENFORCEMENT.

17.1 No Unit Owner shall be exempt from liability with respect to the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of such Unit Owner's Unit or otherwise, except the Declarant who shall be exempt from Common Expense for liability for unoccupied Units until control of the Council transfers to elected Unit Owners pursuant to Article 33 herein.

17.2 The Common Surplus of the Property may be distributed among, and the Common Expenses shall be charged to, the Unit Owners according to each Unit Owner's Proportionate Interest as set forth in this Declaration and any amendments hereto.

17.3 All sums assessed against a Unit by resolution duly adopted by the Council for the share of Common Expenses chargeable to that Unit shall constitute the personal liability of the Unit Owner of the Unit so assessed and shall, until fully paid, together with interest thereon at the legal rate then in effect, constitute a charge against such Unit which shall be enforceable as provided in Section 2233 of the Unit Property Act.

17.4 Any assessment against a Unit may be enforced only by the Council acting on behalf of all the Unit Owners in an action at law; provided that each action, when filed, shall refer to the Unit Property Act and to the Unit against which the assessment is made and to the Unit Owner thereof. Any judgment against a Unit and the Unit Owner shall be enforceable in the same manner as is otherwise provided by law.

17.5 Any real estate taxes or other assessments which may be levied against the Property as a whole before separate assessments for each Unit are made, shall be paid by the Council and shall be included in the budget and paid by the Unit Owners as a Common Expense.

17.6 All liens against the Common Elements of any nature including taxes and special assessments levied by any governmental authority may be paid by the Council and, in the judgment of the Council, shall be assessed by the Council directly against each Unit in accordance with each such Unit's Proportionate Interest or assessed as part of the Common Expenses for the Property.

17.7 All other assessments, for emergencies or otherwise, shall be made by the Council in accordance with the provisions of the Unit Property Act and the Condominium Documents and, if the time of payment is not set forth therein, shall be due as determined by the Council.

17.8 To the extent that any utility (including, but not by way of limitation, water, sewer, oil, gas and electric) is furnished to the Common Elements or the Property in general and measured through one or more common meters or based upon any other utility which is metered, the cost of the same shall be a Common Expense. To the extent that any utility as aforesaid is furnished to a Unit and measured by one (1) or more separate meters for such Unit, the cost of such utility shall be the direct and sole responsibility of the particular Unit Owner.

ARTICLE 18

18.1 UNPAID ASSESSMENTS AT TIME OF VOLUNTARY SALE OF A UNIT.

Upon the voluntary sale or conveyance of a Unit the grantee(s) shall be liable, jointly and severally as the case may be, with the grantor(s) for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of the sale or conveyance. Such joint and several liability shall be without prejudice to the right of the grantee(s) to recover from the grantor(s) the amount of any such unpaid assessments which the grantee(s) pay. Until any such assessments are paid, they shall continue to be a charge against the Unit and may be enforced by the Council in the manner set forth in Section 2233 of the Unit Property Act. Any person(s) who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Council setting forth the amount of unpaid assessments charged against the Unit and the Unit Owner and, if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, the grantee(s) shall not be liable for the payment of an amount in excess of the unpaid assessments shown thereon. Any such excess which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners, including the grantee(s) and the heirs, personal representative, successors and assigns of the grantee(s).

ARTICLE 19

19. SPECIAL DECLARANT RIGHTS.

19.1 Special Declarant Rights are those rights reserved for the benefit of Declarant as provided for in the Unit Property Act and the Condominium Documents, and shall include without limitation the following rights: (a) to complete improvements indicated on the Initial Declaration Plan filed with the Declaration; (b) to maintain sales offices, management offices, signs advertising the Condominium and models; and (c) to use easements through the Common Elements for the purpose of making improvements within the Condominium.

19.2 (1) Except as specifically provided in Section 19.2(3), no special Declarant rights created or reserved under the Unit Property Act or as provided in the Condominium Documents may be transferred except by an instrument evidencing the transfer recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware. The instrument is not effective unless executed by the transferor and transferee.

(2) Upon transfer of any special Declarant right, the liability of a transferor Declarant is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations. Lack of privity does not deprive any Unit Owner of standing to bring an action to enforce any obligation to the transferor.

(b) If a transferor retains any special Declarant rights, or if a successor to any special Declarant rights is an affiliate of a Declarant, the transferor is subject to liability for all obligations and liabilities imposed on a Declarant by the Unit Property Act or by the Condominium Documents arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the Condominium.

(c) A transferor who retains no special Declarant right has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a special Declarant right by a successor Declarant who is not an affiliate of the transferor.

(3) In case of foreclosure of a mortgage or a deed in lieu of foreclosure from Declarant, sale by a trustee, or sale under the Bankruptcy Code or receivership proceedings, of any Units owned by a Declarant in the Condominium, a person (which includes, without limitation a Mortgagee, its successors and assigns) acquiring title to all the Units being foreclosed or sold, succeeds to all special Declarant rights. The judgment or instrument conveying title shall not include the transfer of any special Declarant rights waived by the person acquiring title.

(4) The liabilities and obligations of persons who succeed to special Declarant rights are as follows:

(a) A successor to any special Declarant right who is an affiliate of a Declarant is subject to all obligations and liabilities imposed on any Declarant by the Unit Property Act or by the Condominium Documents.

(b) A successor to any special Declarant right, other than a successor described in paragraphs (c) or (d) of this Section 19.2, who is not an affiliate of the Declarant, is subject to all obligations and liabilities imposed upon a Declarant by the Unit Property Act or the Condominium Documents, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or made before the Condominium was created, or for a breach of fiduciary obligation by any previous Declarant.

(c) A successor to only a right reserved in the Condominium Documents to maintain models, sales offices, and signs, if he is not an affiliate of a Declarant, may not exercise any other special Declarant right, and is not subject to any liability or obligation as a Declarant, except the obligation to provide a public offering statement and any liability arising as a result thereof.

(d) A successor to all special Declarant rights who is not an affiliate of a Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to units under subsection (3), may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. So long as a successor Declarant may not exercise special Declarant rights under this subsection, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions.

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

ARTICLE 20

20.1 **UNPAID ASSESSMENTS AT TIME OF EXECUTION SALE AGAINST A UNIT.** In the event that title to a Unit is transferred by way of execution upon any lien against the Unit, the Council may give notice in writing to the person responsible for such sale of any unpaid assessments for Common Expenses which are a charge against the Unit but have not been reduced to lien pursuant to Section 2234 of the Unit Property Act and such person shall pay such unpaid assessments out of any proceeds of the sale which remain in such person's hands for distribution after payment of all other claims which such person is required by law to pay prior to any distribution of the balance to the former Unit Owner against whom the execution issued. The purchaser

at such execution sale and the Unit involved shall not be liable for unpaid assessments for Common Expenses which became due prior to such sale of the Unit. Any such unpaid assessments which cannot be promptly collected from the former Unit Owner may be reassessed by the Council as a Common Expense to be collected from all of the Unit Owners including such purchaser, and the heirs, personal representatives, successors and assigns of such purchaser. To protect the right of the Council to collect unpaid assessments which are a charge against a Unit, the Council may, on behalf of the Unit Owner, purchase the Unit at execution sale provided such action is authorized by the affirmative vote of a Majority of the Members of the Council. If the Council does purchase the subject Unit, the Council shall thereafter have the power to hold, sell, convey, mortgage or lease such Unit to any person whatsoever. Notwithstanding any foreclosure, tax sale, judicial or other forced sale of a Unit, all applicable provisions of the Condominium Documents shall be binding upon a voluntary grantee, except that such purchaser(s) shall not be liable for unpaid assessments chargeable to such Unit which became due prior to such sale except as otherwise provided in this Article.

ARTICLE 21

21. TAXATION.

21.1 Each Unit and such Unit's Proportionate Interest in the Common Elements as determined by this Declaration and any amendments hereto, shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building or Property of which the Unit is a part. Neither the Building, the Property, nor any of the Common Elements shall be assessed or taxed separately after this Declaration and the Initial Declaration Plan are recorded nor shall the same be subject to separate assessment or taxation independent of the Units and their Proportionate Interest. Each Unit Owner shall be solely responsible for the payment of all taxes, municipal claims and charges assessed against such Unit Owner's Unit and its Proportionate Interest.

21.2 In the event that any taxing authority having jurisdiction over the Property shall impose a real estate tax on the Property as a whole, responsibility for payment thereof shall be allocated as follows:

(1) Payment of the total tax bill shall be the responsibility of the Unit Owners, each such Unit Owner to pay that proportion of the real estate tax that such Unit Owner's Proportionate Interest in the Common Elements bears to the total Proportionate Interest of all Unit Owners in the Common Elements.

(2) The real estate tax, allocated in accordance with such determination, shall be chargeable and collectible as a Common Expense.

(3) Any expenses incurred by the Council pursuant to this Article shall be charged as a Common Expense of the Property.

ARTICLE 22

22. UNITS SUBJECT TO DECLARATION, CODE OF REGULATIONS AND RULES.

22.1 All present and future Unit Owners, lessees, occupants and mortgagees of the Units shall be subject to and shall comply with the restriction, covenants, conditions and provisions of the Unit Property Act, this Declaration, the Initial Declaration Plan, the deed to the Units and the Code of Regulations, and to the Rules and Regulations as such rules may be adopted or amended by the Council from time to time pursuant to this Declaration or the Code of Regulations.

22.2 All provisions of the Condominium Documents shall be construed to be covenants running with the Land and the Property in general and with every part thereof and the interest therein, including but not limited to every Unit and the appurtenances thereto; and every Unit Owner, occupant, lessee, mortgagee, and claimant of any interest or estate in the Property or any Unit or in any part thereof and their respective heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

ARTICLE 23

23. ENCROACHMENTS.

23.1 If any portion of any Unit or of the Common Elements hereafter encroaches upon any Unit or upon any other portion of the Common Elements as a result of:

- (1) Settling or shifting of the Building, other than as a result of the purposeful or negligent act or omission of the Unit Owner of the encroaching Unit, or of the Council in the case of encroachments of the Common Elements;
- (2) Deviations arising from the original construction; or
- (3) Alterations, repairs or minor additions to any Unit or to any portion of the Common Elements.

A valid easement shall exist appurtenant to such encroachment for the maintenance of the same so long as the encroachment exists and no duty shall arise on the part of the Council or any Unit Owner to correct such encroachment as long as that part of the Property improvements causing the encroachment persists.

23.2 In the event that the Building or any other improvement situated on the Property is destroyed as a result of fire or other casualty or as a result of a taking by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation and the Building or the other improvements are rebuilt, any

encroachments of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements, where such encroachments are necessary to complete such rebuilding or are not a result of the purposeful or negligent act or omission of the Unit Owner of the encroaching Unit or of the Council, shall be permitted and valid easements appurtenant to the encroaching Unit or Common Element for each such encroachment and the maintenance thereof shall exist so long as the Building shall stand.

23.3 The foregoing easements shall run with the Property and inure to the benefit of and be binding upon the Council, each Unit Owner and each mortgagee, lessee, occupant or other person having any interest in any Unit or in the Common Elements at the time of reference.

23.4 The easements provided in this Article shall terminate upon the effective termination of this Declaration pursuant to the terms hereof.

ARTICLE 24

24. REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY.

24.1 In the event of damage to or destruction of any portion of the Property as a result of fire, or other casualty or the exercise of the power of eminent domain (unless there is substantial damage to or destruction of the Property) and if seventy-five (75%) percent of the Unit Owners directly affected thereby duly resolve, at a meeting called within ninety (90) days after the occurrence of the damage or destruction, to proceed with repair or restoration, the Council shall arrange for and supervise the prompt repair and restoration of the Property.

(a) Immediately after a fire or other casualty causing damage to the Property, the Council shall obtain reliable and detailed estimates of the cost of repairing and restoring the Property to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Council determines to be necessary.

(b) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair as determined by the Council, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners directly affected by the damage or destruction, in proportion to their respective Proportionate Interests in sufficient amounts to provide payment of such costs.

(c) Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed.

(d) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with the Initial Declaration Plan under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Property improvements, as reconstructed, shall stand.

24.2 If there is substantial damage to or destruction of the Property and if seventy-five (75%) percent of the Unit Owners directly affected thereby duly resolve, at a meeting called within ninety (90) days after the occurrence of the damage or destruction, not to proceed with repair or reconstruction, then, and in that event, the salvage value of the substantially damaged or destroyed Property shall be subject to a suit for partition by any Unit Owner directly affected thereby, in which event the net proceeds of the sale, together with the proceeds of insurance policies maintained by the Council shall be considered as one fund and shall be divided among the Unit Owners directly affected in proportion to their respective Proportionate Interests after discharging out of the respective share of each Unit Owner directly affected thereby (to the extent sufficient for such purposes), in order of their priority, all liens against the respective Units of such Unit Owners.

24.3 Each Unit Owner specifically acknowledges and agrees by becoming a Unit Owner:

(1) That the Building and each Unit in **VILLAGE OF FOUNTAINVIEW CONDOMINIUM** is an integral part thereof;

(2) That in order for any Unit Owner to receive and enjoy the full benefits of ownership, it is necessary to repair and maintain each Unit and the Building in a condition of good and proper order; and

(3) That in the event of the substantially total destruction of the Building or any one (1) or more Units, all of the Unit Owners of **VILLAGE OF FOUNTAINVIEW CONDOMINIUM** are directly affected thereby.

ARTICLE 25

25.1 **CONSEQUENCES OF EMINENT DOMAIN.** 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 Proportionate 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 only in 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 sums may be

retained by the Council as a reserve or maybe used in the maintenance and operation of the Property.

ARTICLE 26

26.1 **LEASES OF UNITS.** A Unit may be rented from time to time by the Unit Owner thereof to any person or entity, with the prior written consent of the Council, as more fully set out in the Code of Regulations. All lessees and sublessees of any Unit, during their respective tenancies thereof, shall be jointly and severally liable with the Unit Owner of such Unit for all liabilities and for the performance of all obligations of the Unit Owner of such Unit which may arise under the Unit Property Act, this Declaration, the Code of Regulations, the Rules and Regulations, the deed to such Unit or any other pertinent instrument. Such liabilities or obligations may be enforced at any time during or after the term of such tenancy. The Council may, by incorporating the same into its Rules and Regulations, determine from time to time the procedures by which the Council can enforce the types and duration of any notice periods to which any lessee of a Unit may be entitled for failure to comply with any lease of a Unit or with this Declaration, Code of Regulations or the Rules and Regulations.

ARTICLE 27

27.1 **PRIORITY OF LIENS.** The lien against each Unit for assessment of Common Expenses shall have priority over all other liens except first mortgages held by institutional lenders, regardless of priority in time.

ARTICLE 28

28.1 **MECHANICS LIENS.** Any mechanics' liens arising as a result of repairs to or improvements of a Unit by a Unit Owner shall be liens only against such Unit. Any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Council, shall be paid by the Council as a Common Expense and until so paid shall be liens against each Unit in a percentage equal to the Proportionate Interest of the Common Elements relating to such Unit.

ARTICLE 29

29.1 **DESIGNATION OF NOMINEE BY THE COUNCIL.** At any time, the Council may designate a nominee to hold title to any property of any nature acquired by the Council, to undertake on behalf of the Council and in the name of the Council any actions which the Council may undertake in its own name and may so direct, and to carry out such functions as the Council may from time to time determine. The Council shall have power to engage employees as appropriate agents and to define their duties and to fix their compensation.

ARTICLE 30

30. VOTING BY UNIT OWNERS.

30.1 At any meeting of Unit Owners, each Unit Owner shall be entitled to the same number of votes as the Proportionate Interest in the Common Elements assigned in this Declaration to the Unit(s) owned by such Unit Owner.

30.2 The right to cast the votes applicable to a particular Unit shall be established by the record title of such Unit. Thereafter:

(1) Except as hereinafter provided as to a Unit owned by a husband and wife, if a Unit is owned by more than one (1) individual, the individual entitled to cast the votes for the Unit shall be designated by a certificate signed by all the co-Unit Owners of record of the Unit and filed with the Secretary of the Council;

(2) If a Unit is owned by a corporation, the individual entitled to cast the votes for the Unit shall be designated by a certificate of appointment signed by the president or vice president of the corporation, under its corporate seal, and attested by the Secretary or Assistant Secretary of the corporation, approved by the corporation's board of directors or otherwise as required by the corporation's charter and by-laws, and filed with the Secretary of the Council; and

(3) If a Unit is owned by a partnership, the individual entitled to cast the votes for the Unit shall be designated by a certificate signed by all general partners (and any other partner(s) required to sign pursuant to the partnership's governing agreement) and filed with the Secretary of the Council.

30.3 Unit Owners shall be entitled to vote in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the secretary before the appointed time of the meeting. A Unit Owner may appoint an agent to vote on such Unit Owner's behalf and such authority shall continue in effect until revoked by such Unit Owner by written notice to the Council.

30.4 Any such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the affected Unit. In the context of a Unit with co-Unit Owners a certificate designating the individual entitled to cast the votes of the Unit may be revoked by any co-Unit Owner thereof.

30.5 If a Unit shall be owned by a husband and wife, then they may, but shall not be required to, execute a certificate designating an individual to vote for their Unit. If such a certificate shall not be executed and if both of them are unable to agree as to the manner in which the votes applicable to the Unit shall be cast, then the votes applicable to such Unit shall not be counted; provided, however, that if only one of them shall be present at a meeting of the Unit Owners, the spouse present may cast the

votes applicable to the Unit unless prior thereto the other spouse, by written notice to the Secretary, shall deny authorization of the spouse present to cast such votes.

ARTICLE 31

31.1 **CODE OF REGULATIONS AND RULES.** The first members of the Council have adopted a Code of Regulations for the administrative regulation and management of the Property and such Code of Regulations has been recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Instrument **No. 1001D9A**, on contemporaneously with the recording of this Declaration and the Initial Declaration Plan. Each Unit Owner shall comply with the Code of Regulations and with any rules as may be adopted by the Council and in effect from time to time governing the use and operation of the property and the use of the Common Elements and with the covenants, conditions, and restrictions set forth in the Declaration or in the deed to his Unit or in the Initial Declaration Plan.

ARTICLE 32

32.1 **PROVISIONS APPLICABLE TO DECLARANT.** Notwithstanding any other provisions herein or in the Code of Regulations, for so long as Declarant continues to own any of the Units, the following provisions shall be deemed to be in full force and effect.

(1) Declarant shall have the right at any time to combine or change the interior design of any Units which Declarant continues to own after this Declaration, Code of Regulations and Initial Declaration Plan have been recorded, without regard to any restrictions relating to the combination or alteration of Units contained in those documents as recorded, and without the consent or approval of the Council or any other Unit Owner being required therefor.

(2) (a) Until the Declarant shall have conveyed one hundred sixty-two (162) Units and thereafter until successors shall have been elected by the Unit Owners, the Council shall consist of three (3) persons who shall be principals of the Declarant, or such other persons as shall have been designated by the Declarant, provided, however, that this provision shall terminate three (3) years from the start of construction.

(b) Thereafter, the Council shall be composed of five (5) persons selected from time to time by the vote of a Majority of the Unit Owners cast in accordance with the terms of the Condominium Documents.

(3) Declarant does not make, and specifically disclaims any intent to have made, any warranty or representation in connection with any Unit, the Common Elements, the Property or the Condominium Documents except as specifically set forth herein or in any agreement of sale for a Unit, and no person shall rely upon any warranty or representation not so specifically made therein.

ARTICLE 33

33. INTERPRETATION, SEVERABILITY AND ENFORCEMENT.

33.1 The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project under the Unit Property Act. The headings preceding the various paragraphs of this Declaration are intended solely for the convenience of readers; hereof and shall not be deemed relevant in the interpretation of this Declaration.

33.2 This Declaration, the Code of Regulations and the Rules and Regulations shall, to the extent reasonable, be deemed consistent with the supplementary to the provisions of the Unit Property Act. Any conflict between this Declaration, the Code of Regulations and the Rules and Regulations and the Unit Property Act, shall be controlled by the provisions of the Unit Property Act. Any conflict between this Declaration, the Code of Regulations and the Rules and Regulations shall, if not otherwise resolvable, be resolved in favor of this Declaration.

33.3 The unconstitutionality, illegality, invalidity or non-conformance with the Unit Property Act or any provisions of this Declaration, the Code of Regulations or the Rules and Regulations shall not affect the remaining portions thereof which shall thereupon be deemed of continuing validity, force and effect.

33.4 Any provisions of this Declaration, the Code of Regulations or the Rules and Regulations which may not be directly or indirectly provided for or permitted by the Unit Property Act, but which is not specifically prohibited by the Unit Property Act, or by any other statute or rule of law, shall be deemed to be a contractual undertaking and obligation, voluntarily assumed, by each and every Unit Owner, as the entirety of Unit Owners may be constituted from time to time, and such contractual undertaking and obligation shall be in consideration of the same assumption by each and every other Unit Owner, and the same may be enforced by the Council in its own name or on behalf of any one (1), more or all of the Unit Owners, or if the Council declines to act, by any one or more Unit Owners in the same manner as any other contractual undertaking and obligation.

33.5 No provisions in this Declaration, the Code of Regulations or the Rules and Regulations shall be deemed invalid, waived, abrogated or no longer enforceable by reason of the passage of time or of any failure to enforce the same, irrespective of the length of time passed or the number of failures of enforcement of one (1) or more of such provisions.

33.6 If any provision of this Declaration, the Code of Regulations or the Rules and Regulations would otherwise violate the rule against perpetuities or any other rule, statute or law imposing time limits, such provisions shall be deemed to remain in effect

until the death of the last surviving member of the original Council named herein plus eighteen (18) years thereafter.

ARTICLE 34

34.1 **TERMINATION.** The Property may be removed from the provisions of the Unit Property Act by a revocation expressing the intention to so remove property previously made subject to the provisions of the Unit Property Act. No such revocation shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments or other liens affecting the Units and duly recorded.

When the Property, subject to the provisions of the Unit Property Act has been removed as provided in Section 2229 of the Unit Property Act, the former Unit Owners shall at the time such removal becomes effective, become tenants in common of the Property. The undivided interest in the Property owned in common which shall appertain to each Unit Owner at the time of removal shall be the Proportionate Interest previously owned by such person in the Common Elements.

The removal of the Property from the provisions of the Unit Property Act shall not preclude such Property from being resubmitted to the provisions of that Act in the manner provided therein.

ARTICLE 35

35. AMENDMENT OF CONDOMINIUM DOCUMENTS.

35.1 No amendment may be made to the Condominium Documents without the written consent of Declarant until the Declarant shall have conveyed two hundred seventeen (217) Units, provided that this provision shall terminate three (3) years from the start of construction.

35.2 Notwithstanding the provisions of Section 35.1 of this Article, so long as the Declarant owns one (1) or more Units subject to this Declaration, no amendment to this Declaration shall be adopted that, in Declarant's sole opinion, could interfere with the lease, sale or other disposition of such Unit(s) by the Declarant.

35.3 Subject to Section 35.1 and 35.2 of this Article, this Declaration may be amended by the vote of a Majority of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Code of Regulations. No such amendment shall be effective until duly recorded, provided, however, that the Proportionate Interests shall not be changed except by unanimous consent of all the Unit Owners affected thereby and the mortgagees of those affected Units, which change shall be evidenced by an appropriate amendatory declaration to such effect, duly recorded.

35.4 If any amendment is necessary in the judgment of the Council to cure any ambiguity or to correct or supplement any provision of the Declaration or the Code of Regulations which is incorrect, defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Initial Declaration Plan which is incorrect, defective, or similarly inconsistent, the Council may effect an appropriate corrective amendment without the approval of the Unit Owners upon the Council's receipt of and in accordance with an opinion of counsel in matters pertaining to an amendment to this Declaration or the Code of Regulations, or upon receipt of or in accordance with an opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Initial Declaration Plan, and in either case such opinion shall and must recommend and approve the proposed amendment. Each such Amendment shall be effective upon the recording in the Office of the Recorder of Deeds in and for New Castle County, Delaware, or any successor thereto, of an appropriate instrument setting forth the amendment.

35.5 In the event there are one (1) or more amendments to this Declaration, the Initial Declaration Plan or the Code of Regulations, then thereafter all references to the Declaration and the Code of Regulations (unless otherwise specifically designated) shall mean the Declaration, the Initial Declaration Plan or the Code of Regulations as amended to the date of such reference. Any amendment to this Declaration, the Initial Declaration Plan and Code of Regulations shall be deemed in proper form for filing and recording when such amendment is executed by the President or Vice President of the Council and by the Secretary or Assistant Secretary thereof, and when accompanied by the certificate in recordable form of any one (1) of the other members of the Council that such amendment has been duly enacted in accordance with the provisions of this Declaration or the Code of Regulations, as the case may be.

35.6 No amendment of the Declaration may be made without the prior written approval of a majority of Mortgagees where such approval is provided for in the Code of Regulations. No amendment to the Condominium Documents shall diminish or impair the rights of Mortgagees under the Condominium Documents without the prior written consent of all Mortgagees, nor diminish or impair the rights of the Declarant under the Condominium Documents without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person or entity hereunder. Except as specifically provided in the Condominium Documents, no provision of the Condominium Instruments shall be construed to grant any Unit Owner, or to any other Person, any priority over the rights of Mortgagees.

35.7 Declarant, as well as Declarant's successors and assigns, is hereby granted an Irrevocable Power of Attorney, coupled with an interest, authorizing the same to file such amendments to this Declaration, the Code of Regulations and the Declaration Plan as are necessary. Each Unit Owner, by accepting a Unit deed, hereby appoints Declarant, as well as Declarant's successors and assigns, to be such Owner's attorney-in-fact for the purpose of filing such amendments and herein agrees to execute, acknowledge and deliver such further documents as might be necessary or

desirable. Attached hereto as Exhibit A is an Irrevocable Power of Attorney Coupled with an Interest, which shall be executed by each Unit Owner coincident with and in partial consideration of Declarant's conveyance of each Unit to the Owner thereof. Such Power of Attorney may, at Declarant's election, be recorded with the Recorder's Office to confirm the right of Declarant, as well as Declarant's successors and assigns as herein provided.

ARTICLE 36

36.1 **NUMBER AND GENDER.** Whenever used, the singular number shall include the plural, and the plural number shall include the singular. The use of any gender shall include all genders.

ARTICLE 37

37.1 **EFFECTIVE DATE.** The date when this Declaration, the Initial Declaration Plan and the Code of Regulations is recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, is the effective date of the Condominium. From and after the date of such recording, the Property herein described shall be and continue to be subject to each and all the terms hereof until this Declaration and this Condominium are terminated or abandoned according to the provisions of the Unit Property Act and of this Declaration.

ARTICLE 38

38.1 **ARBITRATION.** In the event of any dispute between Unit Owners and/or occupants, or between Council and any Unit Owner(s) and/or occupant(s), the dispute may at the election of any party thereto, other than at the election of a tenant or trespasser, be submitted to arbitration, 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, Initial 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 cost of arbitration shall be borne as the arbitrator 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' attorney's fees.

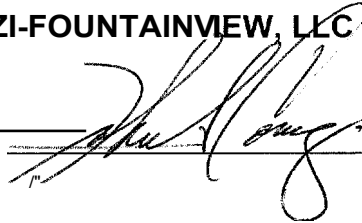
ARTICLE 39

39.1 **LEGAL FEES.** In the event that the Council initiates legal proceedings in order to enforce provisions of the Condominium Documents, collect Common Expenses or otherwise resolve a dispute between the Council and a Unit Owner, the prevailing party shall be entitled to be paid reasonable attorney's fees and costs by the reverse party.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on this 11th day of September, A.O., 2007.

COROZZI-FOUNTAINVIEW, LLC

B _____



(SEAL)

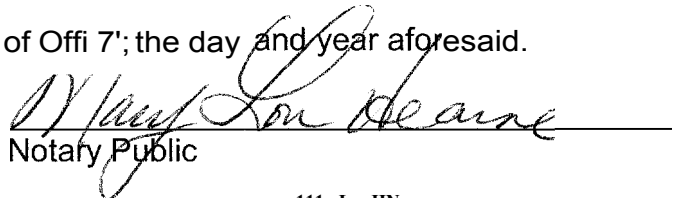
ATT&

(SEAL)

STATE OF DELAWARE)
) **SS.**
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 11th day of September, A.O., 2007, personally appeared, me)pe Subscriber, a Notary Public for the State and County aforesaid, C. Vtt, Managing Member of **CORROZI-FOUNTAINVIEWJ/ LC**, a Delaware Li ited Liability Company, existing under the laws of the State of Delaware, party to this Declaration, and acknowledged this Declaration to be his act and deed and the act and deed of said limited liability company, that the signature of the Managing Member thereto in his own proper handwriting and the seal affixed is the common and corporate seal of said limited liability company.

GIVEN under my Hand and Seal of Offi 7'; the day and year aforesaid.


Notary Public

111,yLouHNme

(Please Print Name

a=..

y Commission Expl111 April 27,2011

My Commission Expires: _____

SCHEDULE 2.1

DESCRIPTION OF LAND

All that certain piece, parcel or tract of land situate in the City of Newark, New Castle County, State of Delaware, being known as the Fountainview Apartments according to the Construction Improvement Plan of Fountainview prepared by McBride & Ziegler, Inc., plan no. 20033867-7236, recorded in the Office of the Recorder of Deeds in and for New Castle County on Instrument No. 20050916-0094833 and more particularly described as follows, to wit:

Beginning at the westerly end of a 15 foot radius junction curve joining the point on the westerly side of Dunsmore Road (50 feet wide) with the southerly side of Whitechapel Drive (60 feet wide):

Thence, from said Point of Beginning the following seventeen courses and distances:

- (1) With lands now or formerly of the City of Newark this and the next course and distance, By an arc curving to the right having a radius of 689.73 feet, an arc distance of 201.59 feet (CHD=South 86 degrees, 51 minutes, 07 seconds East, 200.87 feet) to a point, thence;
- (2) South 14 degrees, 31 minutes, 27 seconds West, 448.72 feet to a point in line of lands now or formerly of the University of Delaware, thence, with same;
- (3) South 83 degrees, 48 minutes, 28 seconds west, 1077.49 feet to a point on the Easterly side of Delaware Route No. 72, also known as Library Road (varying widths), thence, with same the next five courses and distances;
- (4) North 26 degrees, 27 minutes, 36 seconds East, 15.78 feet to a point, thence;
- (5) North 33 degrees, 59 minutes, 02 seconds East, 267.30 feet to a point, thence;
- (6) South 63 degrees, 32 minutes, 24 seconds East, 20.00 feet to a point, thence;
- (7) North 26 degrees, 27 minutes, 36 seconds East, 256.19 feet to a point of curvature, thence;
- (8) By an arc curving to the left having a radius of 2969.79 feet, an arc distance of 526.89 feet (CHD=North 21 degrees, 22 minutes, 38 seconds East, 526.20 feet to a point on the Southerly side of lands now or formerly of the Penn Central Railroad, thence, with same;
- (9) North 68 degrees, 04 minutes, 30 seconds East, 115.19 feet to a corner for lands now or formerly of the City of Newark, thence, with same six courses and distances;
- (10) South 70 degrees, 52 minutes, 24 seconds East, 67.65 feet to a point,

- thence;
- (11) South 19 degrees, 07 minutes, 36 seconds West, 55.00 feet to a point, thence;
 - (12) South 70 degrees, 52 minutes, 24 seconds East, 410.00 feet to a point, thence;
 - (13) South 19 degrees, 07 minutes, 36 seconds West, 110.00 feet to a point, thence;
 - (14) South 70 degrees, 52 minutes, 24 seconds East, 138.42 feet to a point of curvature, thence;
 - (15) By an arc curving to the left having a radius of 629.73 feet, an arc distance of 266.59 feet (CHO= South 83 degrees, 00 minutes, 04 seconds East, 264.60 feet to a point at the end of Whitechapel Drive, thence, with same the next two courses and distances;
 - (16) South 05 degrees, 07 minutes, 44 seconds East, 48.00 feet to a point, thence;
 - (17) South 10 degrees, 37 minutes, 53 seconds East, 12.05 feet to the Point of Beginning.

Containing within said metes and bounds 15.6492 acres of land, more or less.

Subject to any and all easements and restrictions as shown on the
aforementioned Construction Improvement Plan of Fountainview.

SCHEDULE 2.2

DESCRIPTION OF BUILDINGS AND IMPROVEMENTS

CONDOMINIUM BUILDINGS:

The land has been or will be improved by constructing three (3) four (4) story sixty-four (64) unit buildings for a total of one hundred and ninety two (192) units. Each building contains four (4) one-bedroom units designated Model "A", forty-four (44) two-bedroom units designated Models "B, C & D", and sixteen (16) three-bedroom units designated Model "E". The one-bedroom "A" Models are approximately (680) square feet, the two-bedroom "B" Models are approximately (838) square feet, the two-bedroom "C" Models are approximately (1026) square feet, the two-bedroom "D" Models are approximately 1069 square feet and the three-bedroom "E" Models are approximately (1489) square feet. Each unit shares both sidewalls in common with adjacent units, except for the end units that share one sidewall in common. The main entry to each unit is from conditioned common corridors that run the length of the building. Each building has two (2) fire-rated stair towers located at each end of the building and has two (2) hydraulic elevators located at the center of the building. Construction of all exterior walls of the units (above foundation) are wood stud faced with horizontal vinyl/hardiboard siding and stone veneer. The common walls are wood stud with five-eighths (5/8) inch fire code drywall. The interior walls, including the storage rooms, interior partitions and the corridor walls are wood frame with five-eighths (5/8) inch fire code drywall. The foundation consists of poured concrete footings, walls and slabs. The upper floors are pre fabricated wood I - joist and engineered floor trusses with gypsum concrete over OSB sub flooring covered by carpet, vinyl sheet goods, tile or hardwood flooring. Ceilings are five-eighths (5/8) inch fire code drywall underneath wood I - joist, floor trusses and roof trusses. Roofing is asphalt shingles over felt paper and exterior grade sheathing supported by roof trusses. Each unit has a patio/deck, which are concrete slabs or treated wood with aluminum railing systems. Gutters and downspouts are aluminum. Windows and patio doors are vinyl clad with insulated glass and exterior doors are steel fire rated assemblies. Each unit has a separate electric meter and each building has a separate house meter. Each unit has an electric heat pump for heating and air conditioning.

IMPROVEMENTS:

The land is or will be further improved by paved roadways, parking areas, sidewalks, landscaping, picnic/recreational areas and light fixtures, as well as underground sanitary sewer/storm sewer/water/electrical cable/communications/CATV distribution systems and other appurtenant facilities.

TOWNHOUSE BUILDINGS:

The land has or will be improved by constructing five (5) two (2) story townhouse buildings for a total of twenty-five (25) units. The townhouse buildings are clustered into one (1) four (4) unit building, three (3) five (5) unit buildings and one (1) six (6) unit building. Each townhouse cluster consists of combinations of three (3) unit types designated Models "A, Band C". The units differ by changes in the front facade only. The interior layouts of all three (3) models are identical except each adjacent unit is the mirror image of the basic unit. The exterior of Model "A" has a front facing double gable roof over the second floor, Model "B" has two (2) shed dormers over the same area and Model "C" has a single gable roof and a shed dormer. The first floor of each unit is approximately (1283) square feet in size and the second floor of each unit is approximately (1089) square feet. Each unit has a full basement and a two (2)-car garage. Each unit shares both sidewalls in common with the adjacent unit except for the end units that share one (1) sidewall in common. Construction of the front, rear and exterior walls of the units (above foundation) is wood stud faced on the front with horizontal vinyl siding and stone veneer and the rear and ends faced with horizontal siding. The common walls are wood stud with two (2) layers of one (1) inch fire rated gypsum panels between steel "H" studs with three (3) inch thick sound attenuation blanket and one-half inch drywall. The interior walls are wood stud frame with one-half inch drywall. The walls and ceilings of the garage are wood frame with five-eighths inch fire rated drywall. The foundation consists of poured concrete footings, walls and slabs. The floors are pre fabricated wood I - joist with OSB plywood sub flooring covered by carpet, vinyl sheet goods, tile or hardwood flooring. Ceilings are one-half inch drywall underneath wood I - joist and roof trusses. Roofing is asphalt shingles over felt paper and plywood sheathing supported by roof trusses and roof joist. Exterior porches and patios are concrete slab on grade. Gutters and downspouts are aluminum. Windows are vinyl clad and exterior doors are metal. Each unit has a separate electric meter. Each unit has an electric heat pump for heating and air conditioning.

IMPROVEMENTS:

The land is or will be further improved by paved roadways, driveways, sidewalks, landscaping and light fixtures, as well as underground sanitary sewer/water/storm sewer/electrical cable/communications/CATV distribution systems and other appurtenant facilities.

CONDOMINIUM DESCRIPTION:

The units in the Village of Fountainview consist of one hundred & ninety-two (192) one (1), two (2) and three (3) bedroom units organized in three (3) building clusters with each such building cluster containing the following units:

- Building No. 1 - 3 64 units (4 one-bedroom, 44 two-bedroom and 16 three-bedroom units)

The units in each building cluster are organized into four (4) vertically stacked floors with the first floor having four (4) each one (1) bedroom interior units, eight (8) each two (2) bedroom interior units and four (4) each three (3) bedroom end units. The second, third and fourth floors have twelve (12) each two (2) bedroom interior units and four (4) each three (3) bedroom end units. Each unit has a patio/deck. Each unit has a separate storage area located in the common corridors at each floor. Overall dimensions may vary slightly among units of substantial identical configuration owing to material variations. Each unit/building is fully protected with a fire sprinkler system and a fire alarm system.

The units are the largest spaces contained in the building separated by common walls having no through-door. Each unit has a front exit to a common covered corridor and two (2) stair towers. Each unit consists of all surfaces and nonstructural components conforming to the dimensions as shown on the construction plans including without being limited to concrete foundations, drywall, wood trusses, wood framing, floor covering, heat and air conditioning vents, electrical outlets, lighting fixtures, plumbing fixtures and appliances.

Equipment in each unit includes heating/air conditioning elements (electric heat pump), electric range and oven, microwave, refrigerator, dishwasher, sink with garbage disposer, ceiling exhaust fans and washer and dryer.

The five models, the "A, B, C, D and E", may be described in terms of interior subdivision and approximate room measurements as follows:

- "A" Model - living room 12'-6" x 10'-9", dining area 12'-6" x 7'-1", master bedroom 11'-9" x 14'-0", kitchen 9'-0" x 8'-0", deck/patio, bathroom and walk-in closet.
- "B" Model - living room/dining area - 10'-4" x 15'-3", master bedroom - 9'-6" x 12'-11", bedroom #2 - 9'-7" x 11'-6", kitchen - 9'-1" x 12'-4", deck, bathrooms #1 & 2 and walk-in closet.
- "C" Model- living room/dining room -17'-6" x 16'-8", master bedroom -11'-3" x 14'-10", bedroom #2 - 9'-8" x 9'-2", kitchen 10'-6" x 10'- 1", deck/patio, bathrooms #1 & 2 and walk-in closet.

- **"D"** Model - living room - 13'-4" x 10'-1", dining room - 12'-2" x 7'-10", master bedroom - **11'-1"** x 14'-1", bedroom #2 -11'-1" x 13'-1", kitchen -10'-4" x 11'-0", deck/patio, bathrooms #1 & 2, and walk-in closets.
- **"E"** Model - living room/dining room - 20'-8" x 15'-9", master bedroom - 11'-4" x 14'-1", bedroom #2-15'-7" x 11'-8", bedroom #3-11'-1" x 13'-6", deck/patio, bathrooms #1 &2, and walk-in closets.

TOWNHOUSE DESCRIPTION:

The townhouse units in the Village of Fountainview consist of twenty-five (25) three-bedroom units organized into five (5) building clusters containing the following unit breakdown:

- Building No. 1 - Units #1-5 - (5) each three bedroom units
- Building No. 2 - Units #6-10 - (5) each three bedroom units
- Building No. 3 - Units #11-16 - (6) each three bedroom units
- Building No. 4 - Units #17-20 - (4) each three bedroom units
- Building No. 5 - Units #21-25 - (5) each three bedroom units

The units in each building cluster are organized into two (2) vertically stacked floors per unit with the first floor containing the great room, kitchen, master bedroom, master bathroom, powder room, foyer, closets and two-car garage. The second floor for each unit contains bedroom #2, bedroom #3, bathroom #2, mechanical room and closets. Each unit has a patio and front porch. Each unit has a basement. Overall dimensions may vary slightly among units of substantial identical configuration owing to material variations. Each unit is fully protected with a fire sprinkler system and a fire alarm system.

The units are the largest spaces contained in the building separated by common walls having no through-door. Each unit has a front exit onto a covered porch and a rear exit onto a concrete patio. Each unit consists of all surfaces and nonstructural components conforming to the dimensions as shown on the construction plans including without being limited to concrete foundations, drywall, wood trusses, wood framing, floor covering, heat and air conditioning vents, electrical outlets, lighting fixtures, plumbing fixtures and appliances.

Equipment in each unit includes heating/air conditioning elements (electric heat pump), electric range and oven, microwave, dishwasher, sink with garbage disposer and ceiling exhaust fans.

The three models, the "A, B and C" have identical interior layouts and may be described in terms of interior subdivision and approximate room measurements as follows:

- First Floor- living room/dining room - 20'-2" x 17'-3", master bedroom - 14'-2" x 13'-6", kitchen - 11'-8" x 9'-8", garage - 20'-2" x 20'-9", master bathroom, powder room, walk in closets, foyer, porch and patio.
- Second Floor - bedroom #2 - 16'-4" x 15'-5", bedroom #3 - 13'-2 x 13'-8", loft area -14'-5 x 17'-3", bathroom #2, closets and mechanical room.

SCHEDULE 2.3

PERCENTAGES OF OWNERSHIP

BUILDING A

UNIT NO.	SQUARE FEET	% OF OWNERSHIP	UNIT NO.	SQUARE FEET	% OF OWNERSHIP
101	1469.17	.525	301	1469.17	.525
102	1469.17	.525	302	1469.17	.525
103	1037.46	.371	303	1037.46	.371
104	1037.46	.371	304	1037.46	.371
105	690.11	.2467	305	690.11	.2467
106	690.11	.2467	306	690.11	.2467
107	1067.21	.3814	307	1067.21	.3814
108	1067.21	.3814	308	1067.21	.3814
109	1067.21	.3814	309	1067.21	.3814
110	1067.21	.3814	310	1067.21	.3814
111	690.11	.2467	311	690.11	.2467
112	690.11	.2467	312	690.11	.2467
113	1037.46	.371	313	1037.46	.371
114	1037.46	.371	314	1037.46	.371
115	1469.17	.525	315	1469.17	.525
116	1469.17	.525	316	1469.17	.525
201	1469.17	.525	401	1469.17	.525
202	1469.17	.525	402	1469.17	.525
203	1037.46	.371	403	1037.46	.371
204	1037.46	.371	404	1037.46	.371
205	690.11	.2467	405	690.11	.2467
206	690.11	.2467	406	690.11	.2467
207	1067.21	.3814	407	1067.21	.3814
208	1067.21	.3814	408	1067.21	.3814
209	1067.21	.3814	409	1067.21	.3814
210	1067.21	.3814	410	1067.21	.3814
211	690.11	.2467	411	690.11	.2467
212	690.11	.2467	412	690.11	.2467
213	1037.46	.371	413	1037.46	.371
214	1037.46	.371	414	1037.46	.371
215	1469.17	.525	415	1469.17	.525
216	1469.17	.525	416	1469.17	<u>.525</u>
TOTAL			24.3856		

SCHEDULE 2.3

PERCENTAGES OF OWNERSHIP CONTINUED

BUILDING B

UNIT NO.	SQUARE FEET	% OF OWNERSHIP	UNIT NO.	SQUARE FEET	% OF OWNERSHIP
101	1469.17	.525	301	1469.17	.525
102	1469.17	.525	302	1469.17	.525
103	1037.46	.371	303	1037.46	.371
104	1037.46	.371	304	1037.46	.371
105	690.11	.2467	305	690.11	.2467
106	690.11	.2467	306	690.11	.2467
107	1067.21	.3814	307	1067.21	.3814
108	1067.21	.3814	308	1067.21	.3814
109	1067.21	.3814	309	1067.21	.3814
110	1067.21	.3814	310	1067.21	.3814
111	690.11	.2467	311	690.11	.2467
112	690.11	.2467	312	690.11	.2467
113	1037.46	.371	313	1037.46	.371
114	1037.46	.371	314	1037.46	.371
115	1469.17	.525	315	1469.17	.525
116	1469.17	.525	316	1469.17	.525
201	1469.17	.525	401	1469.17	.525
202	1469.17	.525	402	1469.17	.525
203	1037.46	.371	403	1037.46	.371
204	1037.46	.371	404	1037.46	.371
205	690.11	.2467	405	690.11	.2467
206	690.11	.2467	406	690.11	.2467
207	1067.21	.3814	407	1067.21	.3814
208	1067.21	.3814	408	1067.21	.3814
209	1067.21	.3814	409	1067.21	.3814
210	1067.21	.3814	410	1067.21	.3814
211	690.11	.2467	411	690.11	.2467
212	690.11	.2467	412	690.11	.2467
213	1037.46	.371	413	1037.46	.371
214	1037.46	.371	414	1037.46	.371
215	1469.17	.525	415	1469.17	.525
216	1469.17	.525	416	1469.17	<u>.525</u>
TOTAL			24.3856		

SCHEDULE 2.3

PERCENTAGES OF OWNERSHIP CONTINUED

BUILDING C

UNIT NO.	SQUARE FEET	% OF OWNERSHIP	UNIT NO.	SQUARE FEET	% OF OWNERSHIP
101	1469.17	.525	301	1469.17	.525
102	1469.17	.525	302	1469.17	.525
103	1037.46	.371	303	1037.46	.371
104	1037.46	.371	304	1037.46	.371
105	690.11	.2467	305	690.11	.2467
106	690.11	.2467	306	690.11	.2467
107	1067.21	.3814	307	1067.21	.3814
108	1067.21	.3814	308	1067.21	.3814
109	1067.21	.3814	309	1067.21	.3814
110	1067.21	.3814	310	1067.21	.3814
111	690.11	.2467	311	690.11	.2467
112	690.11	.2467	312	690.11	.2467
113	1037.46	.371	313	1037.46	.371
114	1037.46	.371	314	1037.46	.371
115	1469.17	.525	315	1469.17	.525
116	1469.17	.525	316	1469.17	.525
201	1469.17	.525	401	1469.17	.525
202	1469.17	.525	402	1469.17	.525
203	1037.46	.371	403	1037.46	.371
204	1037.46	.371	404	1037.46	.371
205	690.11	.2467	405	690.11	.2467
206	690.11	.2467	406	690.11	.2467
207	1067.21	.3814	407	1067.21	.3814
208	1067.21	.3814	408	1067.21	.3814
209	1067.21	.3814	409	1067.21	.3814
210	1067.21	.3814	410	1067.21	.3814
211	690.11	.2467	411	690.11	.2467
212	690.11	.2467	412	690.11	.2467
213	1037.46	.371	413	1037.46	.371
214	1037.46	.371	414	1037.46	.371
215	1469.17	.525	415	1469.17	.525
216	1469.17	.525	416	1469.17	<u>.525</u>
TOTAL			24.3856		

SCHEDULE 2.3

PERCENTAGES OF OWNERSHIP CONTINUED

TOWNHOUSES

UNIT NO.	SQUARE FEET	% OF OWNERSHIP	UNIT NO.	SQUARE FEET	% OF OWNERSHIP
1	2796	.99948	13	2796	.99948
2	2796	.99948	14	2796	.99948
3	2796	.99948	15	2796	.99948
4	2796	.99948	16	2796	.99948
5	2796	.99948	17	2796	.99948
6	2796	.99948	18	2796	.99948
7	2796	.99948	19	2796	.99948
8	2796	.99948	20	2796	.99948
9	2796	.99948	21	2796	.99948
10	2796	.99948	22	2796	.99948
11	2796	.99948	23	2796	.99948
12	2796	.99948	24	2796	.99948
			25	2796	<u>.99948</u>
TOTAL					24.987

SCHEDULE 2.3

RULES AND REGULATIONS

Tax Parcel No. 18-033.00-076 and
18-033.00-080

Prepared by
And return to: Whittington and Aulgur
2979 Barley Mill Road
Yorklyn, DE 19736

**VILLAGE OF FOUNTAINVIEW CONDOMINIUM
RULES AND REGULATIONS**

The Council of the **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**, pursuant to the powers granted to the Council under that certain Declaration Establishing a Plan for Condominium Ownership for the **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**, dated September 24, 2007, made by **CORROZI-FOUNTAINVIEW, LLC**, a Delaware Limited Liability Company (the "Declarant"), and the Code of Regulations adopted by the Council on September 24, 2007, as recorded in the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Instrument Nos. *Jrxnot111.t..G>0850'11*, and *c:200709.alo-*, respectively, does hereby adopt the following Rules and Regulations governing the conduct of all Unit Owners.

1. VEHICLES.

(a) Automobiles and any other permitted vehicles shall be parked only within a designated parking area and within the painted lines of a designated parking space. No vehicle shall park, stop or stand along the side or in the middle of any entrance or exit driveway or within a parking area so as to impede or prevent ready access to and from any other vehicle or parking space. No inoperable or unlicensed vehicle shall be parked within the condominium project for more than forty-eight (48) hours. The Council shall have the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the offending owner's expense and without liability for damage caused to the moved or towed vehicle.

(b) No camper, trailer, truck greater than one-half (1/2) ton, boat, snowmobile, mechanical toboggan, machinery or other type of vehicle, other than a private passenger automobile, van, one-half (1/2) ton truck, or station wagon shall be parked anywhere on the premises unless the Council determines in its discretion that such vehicles shall be parked in designated areas.

(c) All parking regulations posted or promulgated by the Council from time to time for the safety, comfort and convenience of the Owners shall be strictly obeyed.

(d) No unit owner or occupant shall cause or permit the blowing of any horn or screeching of any tires from any vehicle in which his family, tenants, employees, guests or invitees shall be passengers or drivers, approaching or upon any of the driveways or parking areas serving the Condominium except as may be required for the safe operation of such vehicle.

(e) No vehicle shall be repaired, tuned or otherwise mechanically serviced or attended (except for changing a flat tire and except for removal of snow and the clearing of ice, snow and dirt from the windshields) on the Condominium grounds except in areas designated by the Council.

2. GROUND AND WALKS.

(a) The Council's maintenance responsibilities for grounds and walks shall, unless expanded by vote of the Unit Owners, be confined to grass cutting, maintenance of inground irrigation system, entrance sign(s), snow removal, pavement repair, watering, pruning, trimming, edging, raking and litter pick up, and shall not extend to Limited Common Elements. However, except in the case of Limited Common Elements, no Unit Owner or occupant shall till, seed, plant, cultivate, roll, cut, trim, edge, water, fertilize or otherwise treat the land or plantings thereon, or cause or permit same to be done, except in accordance with the instructions issued from time to time by the Council or, in the absence of applicable instructions, except with the Council's permission. Nor shall any Unit Owner or occupant cause or permit any walks to be salted, wetted, obstructed or used other than for ingress and egress except as may be otherwise permitted or directed by instructions of the Council. Each Unit Owner, occupant, employee and guest shall refrain from littering the Common Elements.

(b) No signs, lamp posts, fences, birdbaths, tents, trailers or other improvements or adjournments shall be erected or placed upon the General Common Element lands of the Condominium except pursuant to the Council's unanimous written permission. No existing fences or enclosures, walks or curbs shall be painted, written or drawn upon, used to mount a sign, removed, marked or otherwise defaced. Lawn chairs, tables, barbecues, game equipment, toys and such other items shall be placed upon the grounds only at such times and places as the Council may from time to time prescribe and shall be removed from the grounds when not in use unless otherwise permitted, in writing, by the Council. No unenclosed Common Elements, unless a Limited Common Element maintained in a neat and orderly manner as defined by Council, shall be used for the storage of bicycles, sleds, baby carriages, baby pens, lawn furniture, ladders, tools, toys or any other articles of whatever nature without the written permission of the Council.

(c) No fires shall be caused or permitted on the Condominium grounds except for the lighting of gas or coal in an elevated, safe, enclosed grill used in the proper area. No activity shall be carried on upon the Condominium grounds which will cause unreasonable wear and tear to the grounds or damage to the landscaping.

(d) Children shall not be permitted to loiter or play upon the walks, entrances, stairways, elevators, roof or in the parking lots or drives. Children's play may be confined to areas defined by the Council from time to time.

(e) All garbage and other refuse shall be kept out of sight in tightly-covered waterproof containers. Each Unit Owner or occupant shall take all reasonable steps to prevent such containers and the contents thereof from omitting odors which annoy any other unit Owner or occupant. Disposal of garbage and other refuse from within each Unit shall be done no less frequently than weekly and in accordance with such procedures as the Council shall from time to time specify.

3. PETS.

No dogs, cats, birds, domestic animals or livestock of any kind shall be kept within a Unit, except common household pets which weigh less than thirty (30) pounds or whose back is less than eighteen (18") inches in height when measured from the floor. The Council shall have the right, power and authority to require that any dog, cat, bird, domestic animal or livestock of any kind which disrupts other Unit Owners or occupants or poses a health hazard to be removed from the Condominium.

4. BUILDING EXTERIORS.

(a) No Unit Owner or occupant shall cause or permit any sign to be displayed on or from, or any rug, laundry, aerial, fan, air conditioner, wire or other object to hang or protrude from, any window or door. All draperies shall be lined with a white or off-white liner and placed a minimum of three inches from any electrical heater and one inch from any floor covering. All screens or screening not installed by the Developer shall be subject to the Council's written approval as to appearance, design, material and manner of installation. No shades, awnings, window guards or any enclosure shall be used except with the Council's written approval. All window curtains and/or blinds from the exterior shall show white or off-white fabric or color. No sign or other object, except that the original Declarant may display sale signs until all units are transferred to other owners, shall be displayed on any wall or rooftop without the Council's written approval. The foregoing shall not prohibit the display of customary holiday decorations, subject to such specific limitations on type, manner of display and duration as the Council may from time to time fix and determine.

(b) No rugs shall be beaten on patios, balconies or outdoor living areas, nor shall dust, rubbish or litter be shaken, swept or thrown from any window, door, patio, balcony or outdoor living area. No laundry shall be aired from any balcony or on any Common Element.

(c) No bicycles, toys, barbecue sets, tires, tools, ladders or any other items shall be stored or left on any balcony or unenclosed patio without the Council's written permission, except outdoor tables and chairs may remain set up on such balconies and unenclosed patios for such time as they are actually in use, subject to such regulation as the Council may from time to time issue.

5. BUILDING INTERIORS.

(a) No Unit Owner or occupant shall place his name or any sign, ad or notice in any common area or on any Common Element or on any door except as provided on a mailbox furnished for his use in the area designated by Council. No Unit Owner shall paint, decorate or adorn any interior Common Element except pursuant to rules of the Council governing holiday decorations. All entrances and exits, foyers, corridors, stairwells and landings shall be kept free of all objects whatsoever except such furnishings as may belong to all Unit Owners in common and have been placed in the building by the Declarant or Council.

(b) No refuse shall be carried through, over or across any Common Element area except in a water-tight bag or other container adequate to keep the refuse from offending the sensibilities of other Unit Owners, occupants and guests and from soiling the common area. No dust or dirt shall be shaken, swept or otherwise dropped or deposited in any common area. All damages to the Common Element areas caused by the moving or carrying of articles and all need for unusual cleaning shall be paid by the Unit Owner or occupant responsible for causing same.

(c) No Unit Owner, occupant or guest shall loiter about or play in any hall, corridor, lobby, foyer, stairwell, landing, elevator or other interior Common Element area. No pet shall be allowed in any interior Common Element area except close-leashed or carried. No pet or child shall be permitted to soil the interior Common Elements areas, and all accidental soiling shall immediately be cleaned by the Unit Owner or occupant responsible therefor and reported to the Council.

(d) No Unit Owner or occupant shall cause or permit the moving of furniture or equipment through the building without having first arranged the time for such with the Council or its duly authorized agent. Such move shall be in accordance with the regulations and directions, if any, of the Council.

6. NOISE.

No Unit Owner or occupant shall play or be allowed to play any musical instrument, radio, television, phonograph, sound movie projector, tape recorder or like device, or shall practice singing or vocal exercises, or shall use any tool or engage in any noisy activity earlier in the morning than eight o'clock (8:00 a.m.), Monday through Saturday, inclusive, and eleven o'clock (11:00 a.m.) Sunday, or later in the evening than eleven o'clock (11:00 p.m.) Sunday through Thursday, inclusive, and twelve o'clock midnight (12:00 a.m.) Friday and Saturday, or for longer (except for television, radio or phonograph) than three (3) hours in any given day, if the same shall annoy any Unit Owner or the occupants of any other Unit. No Unit Owner shall engage in any altercation at any time or otherwise shout, yell or disturb the peace if the same shall annoy any Unit Owner or the occupants of any other Unit. Television, radio and other electrical devices subject to volume control shall not be played above moderate levels if any Unit Owner or occupant objects.

7. CLEANLINESS.

All Unit Owners and occupants shall be responsible for the cleanliness of their respective Units. The cost of exterminating any rodent or insect infestations resulting from the uncleanliness of any Unit shall be charged to the owner of that Unit.

8. TRASH DISPOSAL.

All trash, garbage and other refuse shall be kept in the Unit until disposed of in the dumpsters provided by Council. Prior to disposing in the dumpster, all trash, garbage and other refuse shall be placed in plastic bags and tied securely.

9. WATER AND PLUMBING.

(a) The water shall not be left running any unreasonable or unnecessary length of time in any Unit. Use of water for shrubs and lawn care or for any purpose other than necessary human consumption shall be subject to regulations and limitation by the Council.

(b) Toilets and drains shall be used for no other purpose than that for which they were designed. No sweepings, rubbish, rags, papers, ashes or other substances shall be deposited therein. Any repairs necessitated by the misuse of such facilities shall be charged to the offending Unit Owner.

(c) No Unit Owner or occupant shall cause or permit any tampering with, alteration to or new connection into any water or sewer pipe without the prior written consent of Council.

10. EQUIPMENT AND INSTALLATION.

No Unit Owner or occupant shall tamper or interfere with or attempt to repair, alter or make a connection with any electrical or other cable, line, pipe, apparatus or equipment without the prior written consent of Council. Before installing and operating any machinery, refrigerating or heating device, air conditioning or other equipment not installed by the Declarant, except washing machine, dryer, refrigerator or other standard household appliance, and before using any illumination other than electric light or decorative candles, each Unit Owner and occupant intending to install or operate the same shall, in each and every instance, obtain the written consent of the Council.

11. EXPLOSIVES AND INFLAMMABLES.

No explosive or highly inflammable material shall be brought into any portion of the Condominium Project except under the supervision of the Council.

12. KEYS TO UNITS.

The Council shall be entitled to possession of one key to each Unit for use during emergencies. No Unit Owner or occupant shall change any lock or install any additional lock to the entrance to such Owner's Unit without the Council's written permission and without delivering a key for such changed or additional lock to the Council.

13. SALES.

No garage sale or form of auction sale shall be held on the property.

14. INCREASE RISK.

No Unit Owner shall do, or permit anything to be done in his Unit or bring or keep anything or permit to be brought or kept anything therein which will in any way increase the risk of fire to the condominium project or the rate of fire insurance assessed to the Council or any Unit Owner with reference to the project or property maintained therein, or obstruct or interfere with rights of other Unit Owners, or in any way injure them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Council or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by-law.

15. CARPETING.

Not less than eighty-five (85%) percent of the floor area of each of the living room, dining room, den, hallways and vestibule in every Unit shall be carpeted and under padded at the Unit Owner's expense and the bedroom floor areas must be fully carpeted at the Unit Owner's expense at all times. With the exception of bathrooms, foyers, kitchen, storage and laundry room areas, any Unit floor area not covered by carpets shall be covered by sheet linoleum or equivalent in noise reduction qualities. Notwithstanding the above, a Unit Owner may have installed hardwood flooring throughout the Unit subject to the Council's written approval as to appearance, design, material and manner of installation. In addition, any hardwood flooring shall be covered by area rugs covering not less than eighty-five (85%) percent of the floor area.

16. SWIMMING POOL.

The swimming pool is a private community pool intended for the use by unit owners and their guests. It is to be managed and maintained by the Condominium Association. Residents and their guests using the swimming pool do so at their own risk. Residents and their guests are required to obey the posted swimming pool rules.

17. **DECLARANT'S PRIVILEGES.**

To the extend reasonably necessary or convenient for completion of construction of the condominium project and sale or rental of Units standing in the Declarant's name, the Declarant, its successors and assigns, shall not be bound strictly to observe the foregoing Rules.

IN WITNESS WHEREOF, the undersigned, Michael A. Stortini, John A. Corrozi, and Paul A. Robino as hereunto set their Hands and Seals, this 15 day of September, A.D., 2007.

a d

MICHAEL A. STORTINI

(SEAL)

Witness

JOHN A. CORROZI

(SEAL)

Witness

PAUL A. ROBINO

(SEAL)

STATE OF DELAWARE)
) 55.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 15 day of September, A.D., 2007, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, **MICHAEL A. STORTINI, JOHN A. CORROZI and PAUL A. ROBINO**, Members of the Council of the **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**, known to me personally to be such, and they acknowledged these Rules and Regulations to be their Act and Deed and the act and deed of said Council of the **VILLAGE OF FOUNTAINVIEW CONDOMINIUM**.

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

Notary Public

My Commission Expires: April 27, 2011

EXHIBIT A

**IRREVOCABLE POWER OF ATTORNEY
COUPLED WITH AN INTEREST**

KNOW ALL MEN BY THESE PRESENTS, That the Undersigned, _____ as owner(s) of record Unit No. _____ (the "Unit"), Village of Fountainview Condominium, do(es) hereby make, constitute and appoint, **CORROZI-FOUNTAINVIEW, LLC**, and its successors and assigns (collectively hereinafter the "**DECLARANT**"), to be the true and lawful attorney of the Undersigned, in the name, place and stead and on behalf of the Undersigned, to do and execute all or any of the following acts, deeds and things:

To execute, acknowledge, deliver and record any instruments as may be required to amend the Enabling Declaration and/or Regulations of Village of Fountainview Condominium for the purpose of constructing additional condominium units and phases in accordance with the terms and conditions of the Enabling Declaration and Declaration Plan, recorded in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware at Instrument Nos. _____ and _____

Without in any way limiting or detracting from the hereinabove authorized powers, the Undersigned specifically request(s) that the **DECLARANT**, as the designated true and lawful attorney-in-fact of the Undersigned, be authorized and directed to take any and all such actions which the **DECLARANT** deems necessary for the purpose of constructing additional condominium units and phases at Village of Fountainview Condominium.

Hereby giving unto the **DECLARANT**, as attorney for the Undersigned, full power to perform every act whatsoever requisite or convenient to be done in the premises as fully to all intents and purposes as the Undersigned could do if personally present and acting.

And the Undersigned hereby, for the Undersigned, and for their heirs, executors, administrators, successors in title and assigns of the Undersigned, do(es) ratify, confirm and agree to ratify and confirm whatsoever the **DECLARANT**, as attorney for the Undersigned, may lawfully do by virtue of these presents, if being understood that this instrument is intended to be and is an Irrevocable Power of Attorney Coupled with an Interest, and that this instrument shall bind all future owners of the Unit.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Hands and Seals of the Undersigned have been
set this ____ day of _____, 20__

_____(SEAL)

_____(SEAL)

STATE OF DELAWARE)
) 55.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this____ day of_____,20__, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, _____, being party(ies) to this foregoing Irrevocable Power of Attorney Coupled with an Interest, known to me personally to be such, and acknowledged said Irrevocable Power of Attorney Coupled with an Interest to be his/her/their voluntary Act and Deed thereof.

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

Notary Public

(Please Print Name)

My Commission Expires:_____