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Edgewood Village, L.L.C.
234 North James Street
Newport, DE 19804

DECLARATION FOR PALADIN CLUB VII CONDOMINIUM

Edgewood Village, L.L.C., a Delaware limited liability company, ("the Declarant" below), the owner in fee simple absolute of the property described in the attached Exhibit A, and also shown in the Declaration Plan for Paladin Club VII Condominium recorded in the office of the Recorder of Deeds for New Castle County, Delaware, (the place of recording of all documents referred to below as recorded) in Microfilm _____, declares as set forth below for itself, its grantees, successors, assigns, and all persons having or seeking to have an interest of any description in such property.

Article 1 - Property Submitted The land described in the attached Exhibit A, together with all of its improvements, easements and appurtenances is submitted to the Delaware Unit Property Act, 25 Delaware Code, Chapter 22.

Article 2 - Property Name The Property shall be known by the name "Paladin Club VII Condominium."

Article 3 Definitions The meanings specified below shall be used for all purposes of the Condominium Documents, except where the Act (defined below) provides a different meaning or the context of the Condominium Documents or the Act require a different meaning.

"Act" shall mean the Delaware Unit Property Act, 25 Del. Code Chap. 22.

"Association of Owners" shall mean the Owners of Units acting as a group pursuant to the Condominium Documents.

"Code of Regulations" shall mean the provisions for administering the Property and the affairs of the Association of Owners set forth in the Code of Regulations of Paladin Club VII Condominium attached to and incorporated in this Declaration.

"Common Elements" shall mean those parts of the Property which are not designated as Units. As used in the Condominium Documents, and where not specifically excepted, "Common Elements" shall include Limited Common Elements.

"Common Expenses" shall mean (a) expenses of insuring, administration, maintenance, repair, replacement of, and otherwise caring for, the Common Elements, (b) expenses agreed upon as common by the Owners, (c) expenses declared common by the Condominium Documents and/or the Act, and (d) all valid charges against the Association of Owners and/or the Property.

"Condominium Documents" shall mean this Declaration, the Declaration Plan, the Code of Regulations, the Rules and Regulations, and documents such as agreements of sale, deeds

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MICHAEL C. BATTAGLIA
RECORDER OF DEEDS
NEW CASTLE COUNTY, DELAWARE

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executed by Declarant and other instruments related to conveying Units.

"Council" shall mean the board of natural persons who shall manage the Association of Owners and the Property as provided in the Condominium Documents and the Act.

"Declaration" shall mean this instrument and its amendments.

"Declaration Plan" shall mean the Declaration Plan for Palatin Club VII condominium described above and its amendments.

"Limited Common Elements" shall mean (1) those parts of the Common Elements designated in the Declaration Plan as a Limited Common Element, and (2) those parts of the Common Elements such as, without limitation, balconies, stairways, sidewalks and corridors which serve less than all Units.

"Owner" shall mean all persons who have any share in a Unit's title.

"Property" shall mean the land, buildings and improvements shown in the Declaration Plan and described in the attached Exhibit A, together with all improvements, easements and appurtenances.

"Proportionate Interest" shall mean the undivided interest in the common elements appurtenant to each Unit, expressed as a percentage and listed in the attached Exhibit B.

"Rules and Regulations" shall mean rules and regulations adopted by the Council from time to time respecting the use, and to provide for the enjoyment of, the Property.

"Unit" shall mean every part of the Property designated in the Declaration Plan as Unit.

Article 4 - Property Parts. The Property shall consist of both Units and Common Elements as shown in the Declaration Plan.

Article 5 - Units A. Units shall be of two types: Residence Units are those numbered consecutively 124 through 188; and Garage Units are those numbered consecutively G100 through G119, including 113A. Unit ownership shall be subject to the Act, the Condominium Documents, and other documents of record.

B. A Residence Unit shall consist of the space enclosed by the interior surfaces, as such interior surfaces existed before the application of any finish or covering, of the walls, ceilings and floors of its perimeter, together with: (1) stairways and non-bearing walls and partitions, fixtures, appliances, equipment, fireplaces, systems and other apparatus located within the Unit's space; (2) parts of pipes, ducts, wires, cables, conduits, fireplaces and other components, including any part but not the space it occupies, located outside of the Unit's space which serve only the Unit; (3) the interior finishes and coverings of all walls, floors and ceilings of the Unit, including moldings, baseboards, and other trim; (4) the openings, glass, screens, doors and their assemblies in any perimeter wall, ceiling or floor; (5) spaces which are appurtenant to a Unit and designated in the Declaration Plan as mechanical or storage space, area or room; and (6) the Proportionate Interest.

C. A Garage Unit shall consist of (i) the space shown in the Declaration Plan enclosed

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by the parts of the building in which it is located and (ii) the garage door, but other than the garage door, shall not include any specific part of the building in which it is located. A garage door may be affixed to the building in which it is located and shall be of materials, size, color and texture approved in writing by the Council before installation.

D. Except as provided elsewhere in this Article, a Unit shall not consist of any part—whether or not contained within the Unit's space, and whether installed as part of the original construction or later—of a roof, exterior wall, foundation, or structural element of a building, of any part of a pipe, duct, wire, cable, conduit, or other component serving more than one unit of a fixture, appliance, equipment, system or other apparatus, or of any part of a building which included in the definition of common elements set forth in Section 2202 of the Act. Any question about whether a building part is part of a Unit or part of the Common elements shall, to the extent practicable and allowed by law, be resolved by including the part in a Unit.

E. No Unit shall be repaired or altered in a manner which will jeopardize the soundness or safety of any Common Element or another Unit.

F. A Unit shall be furnished and decorated by its Owner, and Owners shall maintain their respective Units in a state of good repair and cleanliness, keep them free of insects and vermin, maintain interior temperature at a minimum of 60 degrees Fahrenheit, and keep clean all appurtenant Limited Common Elements which may be reached only by passage through the Unit. No Unit shall be used or maintained in a manner or at times which disturb normal residential use of any other Unit. The Council may make, and from time to time amend, rules and regulations with respect to the use and maintenance of Units, and with respect to the enforcement of such rules and regulations and the provisions of this paragraph. The Council, or any offended Owner or occupant of a Unit, may enforce such rules, regulations and other provisions of the Condominium Documents, the Act, or other laws relating use and maintenance of Units, and the Owner and occupant of Unit where occurred the cause for the enforcement shall be jointly and severally liable to reimburse the party seeking enforcement for the cost of enforcement.

G. The Owner of any Unit used in a manner causing any increase in insurance premium shall pay such increase. Nothing contained in this Declaration shall be construed as a waiver by any insurance company of its right of subrogation.

H. The Council may own a Unit.

I. The Declarant is the owner of every Unit it has not conveyed.

J. A lease of a Unit shall be in writing, shall require full compliance with the Condominium Documents by all persons using the Unit. The Owner of a leased Unit shall be personally, jointly and severally liable with the Unit occupant for each failure of compliance.

K. The Owner of a Unit shall contribute to the Common Expenses in the percentage listed for the Unit in Exhibit B, except as specifically provided otherwise in the Condominium Documents.

L. A Unit shall not be subdivided. No part of a Unit, including without limitation the Proportionate Interest, shall be conveyed separately from all other parts of the Unit.

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Article 6 - Common Elements. A. The Council shall maintain, repair, replace, and manage, and make any additions or improvements to, the Common Elements so as to keep them substantially similar to their condition on completion of original construction, and shall establish and maintain, as a Common Expense, suitable reserves for such purposes. All maintenance, repairs and replacements shall be of first-class quality. The Council shall cause the Common elements to be insured, as a Common Expense, against loss by fire or other casualty, including flood, shall cause the Council and Association of Owners to be insured against liability for personal injury and property damage.

B. The Council shall determine the uses and operation of the Common elements. Common elements shall used according to their respective purposes and without hindering or encroaching on the rights of others.

C. The use of a Limited Common Element is restricted to the occupants of the Unit to which it is appurtenant and is intended to serve. The Council, by resolution adopted by a majority of all Council members, may designate parts of the Common Elements as Limited Common Elements, may similarly amend such designation from time to time, and may similarly resolve all disputes concerning the designation, extent, and uses of Limited Common Elements. Such resolutions and their amendments shall be effective upon the Council providing written copies thereof to the Owners. The Council may not change the designation of any Limited Common Element designated in the Condominium Documents.

D. If, in the sole opinion of the Council, an enhancement of any part of the Common Elements is substantially for the benefit of, and at the express request of, one or more Owners, the cost of such enhancement shall be assessed against such Owner or Owners in such proportion as the Council shall determine to be fair and equitable. Restoring a Common Element to its original condition, or as near thereto as may be practical, by repair, replacement or maintenance, shall not be construed as an enhancement.

E. The Council shall have the right to grant and convey permits, licenses and easements in the Common Elements for roads, utilities and other purposes necessary for the proper operation of the Property.

Article 7 - Development of Paladin Club VII Condominium A. The Declarant intends, reserves the right, but has no obligation, to add land to the Property and to improve such added land with Units, with Common Elements, or with any combination of Common Elements and Units. Declarant also specifically reserves the right to determine the phasing, timing, terms and conditions of such additions and improvements. All Units and Common Elements so added to the Property shall be integrated into the Paladin Club VII Condominium, and Declarant also reserves the right and power to make and record such amendments to the Condominium Documents as may be convenient or necessary to effect such integration, including, but not limited to, reallocating the Proportionate Interests among all Units after adding Units. All Units and Common Elements added to the Property shall be substantially complete at the time of addition and the quality of construction shall be consistent with the initial Units and Common Elements. The percentage of the Proportionate Interest of each Unit included in the Property after the addition of Units shall be calculated in a manner consistent with the calculation of the Proportionate Interest of the Initial Units.

B. The Declarant may change Units owned by Declarant in any way Declarant deems suitable or convenient.

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C. Declarant may amend any Condominium Document to meet the standards of Federal National Mortgage Association or any similar agency.

D. Declarant shall have sole and absolute power and discretion in exercising any of the rights and privileges reserved to Declarant in this Article.

Article 8 - Durable and Irrevocable Power of Attorney Coupled With An Interest The rights reserved to Declarant under Article 7, shall be effected by Declarant making and recording amendments to the Declaration, the Declaration Plan and other Condominium Documents as required by Delaware law and as Declarant deems appropriate, and Declarant is hereby granted a power of attorney to amend the Condominium Documents and take all action convenient or necessary to give effect to Declarant's right to add to the Property and to exercise all or any part of the rights reserved to Declarant in Article 7. Every party acquiring title to, a lien against, or any other interest in a Unit or in any Common element, by a deed, a mortgage, a judgment, a last will and testament, or otherwise, shall thereby specifically accept this Article 8 and thereby grant to Declarant this power of attorney. The Declarant may, but need not, require that a party acquiring any interest in a Unit or Common Element shall make and record a separate and written power of attorney in the form of the attached and incorporated Exhibit C. However, the power of attorney provided by this Article shall be deemed fully granted to Declarant when any such interest in a Unit or Common Element is acquired, whether or not a separate and written power of attorney is made and recorded. Any separate and written power of attorney made and recorded which does not conform to Exhibit C shall be deemed to incorporate all provisions of Exhibit C unless it contains a provision specifically waiving the provisions of this Article 8 and is subscribed by Declarant. The power of attorney reserved to the Declarant under this Article 8 is a durable and irrevocable power of attorney coupled with an interest.

Article 9 - Easements, Etc. A. The Declarant hereby establishes and creates for the benefit of the Property, hereby grants and conveys to each Owner and hereby makes appurtenant to each Unit, the following easements, licenses, rights and privileges: (1) a right of way to travel by vehicle or on foot, as may be suitable to their purpose, along driveways, roadways and walkways shown on the Declaration Plan, subject to the restrictions on use of Limited Common Elements; (2) the right to connect with and make use of such Common Elements as utility lines, pipes, conduits, sewer, water and drainage lines adjacent to the Unit; and (3) the right to use other parts of the Common Elements as may be suitable to their purposes; (4) for unintentional encroachment by any Unit or Common Element on another part of the Property resulting from movement caused by construction, reconstruction, repair, settlement, shifting, or otherwise, for whatever period of time the encroachment shall exist. The owner of any part of the Property encroaching on any other part of the Property in a manner which substantially interferes with the use and enjoyment of a Unit or part of a Unit shall make reasonable effort to end such encroachment in the least practicable time.

B. The Declarant reserves the right to use Common Elements, including Limited Common Elements, for passage, for storing materials, and such other uses as may fit, in the sole and absolute opinion of Declarant, the development of the Property and use of Units.

C. No person shall block or otherwise interfere with unrestricted access to and from a Garage Unit.

D. The Declarant grants and conveys to the Council, and every Owner shall take title

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subject to, a permanent easement to enter any Unit at any time, to make emergency repairs necessary to protect any part of the Property from damage or further damage, and an permanent easement to enter any Unit on reasonable notice to the respective Owner to perform such routine maintenance or other action as may be necessary to preserve or improve any part of the Property. The cost of any action taken by the Council under this paragraph which benefits a Unit, or is required to be taken because of a condition originating in a Unit, shall be paid upon demand from the Council, in full or in such part of the cost as the Council shall determine, by the Owner of the respective Unit, and any such cost not paid by the Owner shall be a lien against the Unit.

Article 10 - Council. First Members of the Council The Council shall consist of three members. Until the earlier of the end of five years from the date of recording this Declaration or the end of the fourth month after Declarant sells seventy-five percent of the Units in the Property, all Council members shall be designated solely by Declarant. The first members of the Council shall be Verino Pettinero, Gregory Pettinero, and Michael R. Walsh.

Article 11 - Building Description The buildings forming a part of the Property have brick exteriors, a peaked roof and consist of three stories of living spaces and a roof story. Buildings 27, 28 and 29 contain 6 Units each, 30, 31 and 32 contain 10 Units each. Buildings with Garage Units are of wood-frame construction and have one story plus a roof story, two garage buildings contain two units each, two garage buildings contain six units each and one garage building contains four garage units.

Article 12 - Notice to Holder, Insurer, or Guarantor of a Mortgage The Council shall cause timely notice of any of the following to be given to any holder, insurer or guarantor of any mortgage on a Unit who has requested such notice in a writing addressed to the Council stating the name and address of such person and the number or address of the Unit covered by the lien of the mortgage: any loss by condemnation or casualty of a material portion of the Unit or of the Common Elements; a delinquency in payment of assessments on the Unit of sixty days; cancellation, lapse or material modification of any insurance policy or fidelity bond provided by the Council; any action proposed which requires consent of any percentage of holders of mortgages.

Article 13 - Initial Assessment - Working Capital. A. At the time the Declarant adds any Unit to the Property, the Declarant shall pay an Initial Assessment equal to twice the amount of the regular, monthly Assessment for the Unit. Initial Assessments shall be used as working capital to insure availability of cash for foreseen and unforeseen expenditures, or to acquire equipment or service deemed necessary by the Council. Initial Assessments are not an advance payment of any regular Assessment, but are in addition to regular, monthly Assessments. Upon conveyance of any Unit owned by Declarant, the Declarant may require reimbursement of the Initial Assessment by the Buyer of the Unit. No part of the working-capital funds shall be used to defray Declarant's expenses, contributions to reserves or construction costs, or to fund budget deficits.

Article 14 - Other Condominiums The Property is part of a development which includes, among others, Paladin Club VI, a Condominium established pursuant to a declaration recorded in Deed Book 1034, page 210 &c. To the maximum extent practicable and permitted by Delaware law, all of the Condominium Documents shall be construed in harmony with the corresponding documents of Paladin Club VI, a Condominium.

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Article 18 - Amendment A. An amendment of any Condominium Document other than Rules and Regulations shall be first approved by a majority of the members of the Council at any regular or special meeting. Then all Owners shall be given a written notice setting forth the amendment.

B. Amendments shall be approved by Owners representing a majority of the total votes allocated to all Owners, except that amendments effecting a change of a material nature shall be approved by (1) Owners representing at least sixty-seven percent of the total votes allocated to all Owners and (2) holders of mortgages on Units with Owners representing at least fifty-one percent of the total votes allocated to all Owners. Changes in any of the following are of a material nature: voting rights; assessments, assessment liens, or the priority of assessment liens; reserves for maintenance, repair and replacement of Common Elements; responsibility for maintenance and repair; reallocation of interests in the Common Elements or Limited Common Elements or the right to use them; redefinition of any Unit boundaries; converting Units into Common Elements and *vice versa*; insurance or fidelity bond; expansion or contraction of the Property, or the addition, annexation, or withdrawal of property to or from the Property; leasing of Units; imposition of any restrictions on transfer of a Unit; termination of any professional management services required by the Condominium Documents in order that the Council may self-manage the Property; restoration or repair of the Property after casualty or partial condemnation in a manner other than specified in the Condominium Documents; any action to terminate the legal status of the Property following destruction or condemnation of a substantial portion of the Property; any provision that expressly benefits mortgage holders, mortgage insurers, and mortgage guarantors.

C. Amendments effecting a termination of the legal status of the Property for reasons other than the destruction or condemnation of a substantial portion of the Property shall be approved by (1) Owners representing at least sixty-seven percent of the total votes allocated to all Owners and (2) holders of mortgages on Units with Owners representing at least sixty-seven percent of the total votes allocated to all Owners. The holder of a mortgage on any portion of the Property shall be presumed to have approved any action covered by this paragraph C., if the holder fails to object in writing to such action within thirty days of receiving written notice of the action by certified or registered mail, return receipt requested.

D. An amendment duly adopted and approved shall become effective upon recording provided it contains a certification by a member of the Council that it was adopted and approved in compliance with this paragraph.

E. Until Declarant sells ninety-five percent of the Units authorized by the Master Plan, no Condominium Document shall be amended without Declarant's consent.

Subscribed this 10 day of October 1995.

Edgewood Village, L.L.C.

By: 
Gregory Pettinaro, Member

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State of Delaware)
County of New Castle) ss.:

The foregoing instrument was acknowledged before me on Oct 31, 1994 by
Gregory Pettinato, as a Member of Edgewood Village, L.L.C., a Delaware limited liability
company, on behalf of the company.

AMY E. PEPETA
NOTARY PUBLIC-DELAWARE
My commission expires Oct. 30, 1995



Signature of Notary Public

Name of Notary Public printed

Notary Public, State of Delaware, my commission expires _____

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Tax Parcel #06-149.00-060
#06-149.00-061
Prepared by: Edgewood Village, L.L.C
234 N James St. Newport, DE 19804

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF PALADIN CLUB VII CONDOMINIUM**

Edgewood Village, L.L.C., a Delaware limited liability company, is the "Declarant" in a Declaration for Paladin Club VII Condominium recorded in the Office of the Recorder of Deeds of New Castle County, Delaware, the place of recording of all documents referred to below, as recorded in Deed Book 2004 page 258 (the "Original Declaration") which submitted certain lands and improvements of Declarant to the Delaware Unit Property Act, 25 Delaware Code, Chapter 22. Declarant now amends the Original Declaration as set out below.

1. Article I Definitions is amended in part as follows.

"Condominium Documents" shall mean the Original Declaration and this First Amendment, the Declaration Plan, the Code of Regulations, the Rules and Regulations and their amendments and documents such as agreements of sale and deeds executed by Declarant in conveying Units.

"Declaration" shall mean the Original Declaration as amended by this First Amendment.


"Declaration Plan" shall mean the Paladin Club VII Condominium (Parcel #1JK) recorded in Microfilm #12624, as amended by the 1st Amended Declaration Plan, Paladin Club VII Condominium (Parcel 1JK) recorded in Microfilm # _____ the same date as the recording of this First Amendment.

2. The attached and incorporated Exhibit B, Proportional Interests in Common Areas, is hereby added to the Declaration.

3. Except as specifically set forth above, the Original Declaration is in all respects ratified, confirmed and shall remain in full force and effect.

Subscribed and sealed on November 16, 1995.

Edgewood Village, L.L.C.

By: 
Gregory Pettinaro

Amend.vii 11/7/95

MICHAEL B. BATTAGLIA
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THIRD AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS OF PALADIN CLUB

THIS AMENDMENT made this 10th day of January, 1989 by TALL TREES ASSOCIATES, L.P., a Delaware limited partnership (herein called the "Declarant").

WHEREAS, on August 6, 1987, the Declarant recorded a Declaration of Covenants, Easements, Conditions and Restrictions in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Book 580, Page 148; and

WHEREAS, by such Declaration, the Declarant subjected to the provisions of the Declaration all that property which was more particularly described in Exhibit "A" to the Declaration; and

WHEREAS, such Declaration was supplemented by a Supplementary Declaration dated August 17, 1987 recorded on August 19, 1987 in Deed Book 585, page 239 and by a Supplementary Declaration II dated August 11, 1988 and recorded on August 12, 1988 in Deed Book 754, Page 87, and such Declaration has been amended to subject portions of the Additional Real Estate to the Declaration, and the Declaration shall be deemed to mean the Declaration as heretofore supplemented and amended; and

WHEREAS, the Declarant, in accordance with the provisions of Article VI of the Declaration, reserved the right to subject all or any part of the so-called Additional Real Estate (more particularly described in Exhibit "C" to the Declaration) to the provisions of the Declaration; and

WHEREAS, the Declarant now intends to amend the Declaration and Exhibits thereto by subjecting a portion of the Additional Real Estate to the provisions of the Declaration; and

WHEREAS, notwithstanding this Amendment the Declarant continues to reserve the right in accordance with Article VI of the Declaration to subject all or any portion of the remaining Additional Real Estate to the provisions of the Declaration.

THEREFORE, pursuant to Article VI of the Declaration, the Declarant hereby amends this Declaration by adding to the Property subjected to the Declaration) and excluding and excepting from the Additional Real Estate that property more particularly described in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned, being authorized to do so, have executed this Amendment to the Declaration of Covenants, Easements, Conditions and Restrictions of Paladin Club, on behalf of the Declarant, the day and year first above written.

TALL TREES ASSOCIATES, L.P.
a Delaware limited partnership

Witness:

Lisa Christmas

By:

[Signature]
a general partner

State of

New York

County of

Nassau

ss:

On this, the 6 day of January, 1989, before me the undersigned officer personally appeared Richard A. Schwaner who acknowledged himself (herself) to be the of TALL TREES ASSOCIATES, L.P., a Delaware limited partnership and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself (herself) as General Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Lorraine Coppola
Notary Public

LORRAINE COPPOLA
Notary Public, State of New York
No. 4819091
Qualified in Nassau County
Term Expires February 28, 1990

DOCUMENTARY
SURCHARGE
PAID \$3.00

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SIXTH AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS OF PALADIN CLUB Book 938 P. 296

AMENDMENT made this 11th day of October, 1989 by TALL TREES ASSOCIATES, L.P., a Delaware limited partnership and the "Declarant";

on August 6, 1987, the Declarant recorded a Declaration of Covenants, Easements, Conditions and Restrictions in the Office of the Recorder of Deeds in and for New Castle County, Delaware in Deed Book 550, Page 140;

by such Declaration, the Declarant subjected to the provisions of the Declaration all that property which is particularly described in Exhibit "A" to the Declaration; and

such Declaration was supplemented by a Supplementary Declaration dated August 17, 1987 recorded on August 24, 1987 in Deed Book 555, page 239 and by a Supplementary Declaration II dated August 11, 1988 and recorded on August 18, 1988 in Deed Book 754, Page 87, and such Declaration has been amended to subject portions of the Additional Real Estate to the Declaration, and the Declaration shall be deemed to mean the Declaration as heretofore supplemented and

the Declarant, in accordance with the provisions of Article VI of the Declaration, reserved the right to amend or any part of the so-called Additional Real Estate (more particularly described in Exhibit "C" to the Declaration) to the provisions of the Declaration; and

the Declarant now intends to amend the Declaration and Exhibits thereto by subjecting a portion of the Additional Real Estate to the provisions of the Declaration; and

notwithstanding this Amendment the Declarant continues to reserve the right in accordance with Article VI of the Declaration to subject all or any portion of the remaining Additional Real Estate to the provisions of the Declaration;

WHEREFORE, pursuant to Article VI of the Declaration, the Declarant hereby amends this Declaration by adding to the Additional Real Estate (more particularly described in Exhibit "C" to the Declaration) that property particularly described in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned, being authorized to do so, have executed this Amendment to the Declaration of Covenants, Conditions and Restrictions of Paladin Club, on behalf of the Declarant, the day and year first above written.

TALL TREES ASSOCIATES, L.P.
a Delaware limited partnership
By: [Signature]
a general partner

[Signature]
LORIDA
PALM BEACH, FL

On the 6th day of October, 1989, before me the undersigned officer personally appeared Schlesinger who acknowledged himself (herself) to be the of TALL TREES ASSOCIATES, L.P., a Delaware limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the reasons contained by signing the name of the partnership by himself (herself) as General Partner.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public

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ALL THAT CERTAIN piece, parcel or lot of land Situate in Brandywine Hundred, New Castle County and State of Delaware being Parcel IJK, as shown on the Record Resubdivision Plan, Parcels 1, 1H, 1J and 1K, Paladin Club, as prepared by Howard L. Robertson, Inc., Professional Engineers and Surveyors, as recorded October 30, 1995 in the Office of the Recorder of Deeds in and for New Castle County in Microfilm No. 12619 and being more particularly bounded and described as follows, to wit:

BEGINNING at a point in the Southeasterly side of Paladin Drive, a corner for Parcel 1C and Parcel IJK, said point of Beginning being distant the following four courses and distances measured from the Southwesterly end of a 20-foot radius intersection curve joining the Southeasterly side of Paladin Drive with the Southwesterly side of Edgemoor Road (said Southwesterly side of Edgemoor Road being parallel with and distant 30 feet Southwesterly from its centerline thereof when measured at right angles thereof: (1) by the said Southeasterly side of Paladin Drive, South 65 degrees 39 minutes 35 seconds West, 37.94 feet to a point of curve of a curve to the left having a radius of 20 feet; (2) by the Southeasterly and Northeasterly sides of Paladin Drive in a Southwesterly and Southeasterly direction by said curve to the left, an arc distance of 31.42 feet to a point of tangency in the Northeasterly side of Paladin Drive; (3) thereby South 24 degrees 20 minutes 25 seconds East, 44.21 feet to a point of curve of a curve to the right having a radius of 119.17 feet; and (4) by the said Northeasterly and Southeasterly sides of Paladin Drive in a Southeasterly and Southwesterly direction by said curve to the right, an arc distance of 306.28 feet to the place of Beginning; thence from said point of Beginning by Parcel 1C, South 48 degrees 00 minutes 15 seconds East, 20.00 feet to a point in line of Parcel 1; thence thereby in a Southwesterly direction by an arc of a curve to the right having a radius of 219.17 feet, an arc distance of 10.07 feet to a point; thence still by Parcel 1 and by Parcel 1D, South 39 degrees 43 minutes 58 seconds East, 325.76 feet to a point; thence still by Parcel 1D, North 50 degrees 16 minutes 02 seconds East, 241.46 feet to a point in the said Southwesterly side of Edgemoor Road (said Southwesterly side of Edgemoor Road being parallel with and distant 30 feet Southwesterly from its centerline thereof when measured at right angles thereto); thence thereby South 37 degrees 53 minutes 35 seconds East, 66.54 feet to a point; thence partially crossing Edgemoor Road, South 52 degrees 06 minute 25 seconds West, 4.07 feet to a point in the Southwesterly side of Edgemoor Road (at a varying width); thence thereby South 33 degrees 33 minutes 51 seconds East, 139.12 feet to a point in line of Parcel 1; thence thereby the following ten courses and distances: (1) South 52 degrees 10 minutes 16 seconds West, 74.01 feet to a point; (2) South 20 degrees 45 minutes 58 seconds East, 49.35 feet to a point; (3) South 71 degrees 38 minutes 13 seconds West, 175.16 feet to a point; (4) North 78 degrees 03 minutes 33 seconds West, 36.49 feet to a point; (5) North 55 degrees 01 minute 31 seconds West 54.78 feet to a point; (6) South 52 degrees 07 minutes 45 seconds West, 45.62 feet to a point; (7) North 37 degrees 54 minute 57 seconds West, 26.96 feet to a point; (8) South 52 degrees 05 minutes 03 seconds West, 63.46 feet to a point; (9) North 85 degrees 06 minutes 06 seconds West 63.64 feet to a point; and (10) North 37 degrees 59 minutes 47 seconds West, 85.06 feet to a corner for Parcel 1H; thence thereby the following six courses and distances: (1) North 11 degrees 30 minutes 31 seconds East, 55.67 feet to a point; (2) partially crossing a driveway easement for Parcel 1, North 26 degrees 20 minutes 33 seconds West 31.34 feet to a point; (3) again partially crossing the said driveway easement, North 63 degrees 39 minutes 27

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seconds East, 116.42 feet to a point of curve of a curve to the left having a radius of 20.00 feet; (4) again partially crossing the said driveway easement in a Northeasterly and Northwesterly direction by said curve to the left, an arc distance of 36.51 feet to a point; (5) again partially crossing the said driveway easement, North 40 degrees 56 minutes 30 seconds West, 209.06 feet to a point of curve of a curve to the left having a radius of 25.00 feet; and (6) in a Northwesterly and Southwesterly direction by said curve to the left, an arc distance of 34.25 feet to a point in the said Southeastery side of Paladin Drive; thence thereby and by the Northwesterly terminus of the said driveway easement for Parcel 1 in a Northeasterly direction by an arc of a curve to the left having a radius of 199.17 feet, an arc distance of 64.58 feet to a corner for Parcel 1C, the point and place of Beginning.

CONTAINING within said bounds 2.397 acres, be the same, more or less.
The above lands are subject to access and other easements.

EXHIBIT "A"

All that certain lot, piece or parcel of land with the buildings thereon, situate in Brandywine Hundred, New Castle County, State of Delaware being designated Parcel 1E, as shown on the Record resubdivision Plan of THE PALADIN CLUB, of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware on Microfilm Number 9571, said Parcel 1E being now more particularly bounded and described by Mann-Talley Engineers & Surveyors, as follows, to wit:

BEGINNING for the same at a point on the southerly right of way line of Paladin Drive, said point being a common corner for this Parcel and Parcel 1B, and further said point being distant 1448.87' feet by various courses along Paladin Drive from the intersection of the easterly right of way line of Paladin Drive with the northerly right of way of Governor Prints Boulevard, thence, for Parcel 1E, continuing along said right of way line of Paladin Drive the following two courses;

- 1) North 80 -31'-04" East 9.00 feet to a point of curvature, thence;
- 2) northeasterly 170.07 feet along the arc of a curve to the left, having a radius of 734.56 feet, to a common corner with Parcel 1F, thence by the common line with Parcel 1F;
- 3) South 16 -33'-17" East 252.24 feet to a point on the line of Parcel 1, thence thereby;

EXHIBIT "A" BOOK 933 PAGE 297

ADDITIONAL PROPERTY SUBJECTED TO THE DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS

All that certain lot, piece or parcel of land with the buildings thereon, situate in Brandywine Hundred, New Castle County, State of Delaware, being designated Parcel 1G, as shown on the Record Subdivision Plan of THE PALADIN CLUB, of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware on Microfilm number 10040, said Parcel 1G being now more particularly bounded and described by Mann-Talley Engineers and Surveyors, as follows, to wit:

BEGINNING for the same at a point on the southerly right of way line of Paladin Drive, 60 feet wide, said point being a common corner for this parcel and Parcel 1F, and further, said point being distant 1801.35 feet by various courses along said right of way line of Paladin Drive from the intersection of the easterly right of way line of Paladin Drive with the northerly right of way of Governorrintz Boulevard, 100 feet wide, thence, for Parcel 1G, continuing along said right of way line of Paladin Drive:

- 1) North 63° 46' 02" East 211.57 feet to a common corner with Parcel 1H; thence by the common line with Parcel 1H;
- 2) South 26° 27' 04" East 173.69 feet to a point on the line of Parcel 1, thence by said common line with Parcel 1;
- 3) South 63° 32' 56" West 212.94 feet to a point on line of Parcel 1F; thence by said common line with Parcel 1F;
- 4) North 26° 00' 01" West 174.50 feet to the point and place of BEGINNING, and containing within these metes and bounds 0.848 acres of land, more or less.

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BOOK 816 PAGE 209

4) South 81 -13'-30" West 207.03 feet to a point,
thence;

5) North 09 -19'-28" West 178.56 feet, partly by
Parcel 1 and partly by Parcel 1B, to a point, thence by the
common line with Parcel 1B the following two courses;

6) North 13 -31'-15" West 29.68 feet to a point,
thence;

7) North 09 -28'-56" West 20.00 feet to the point
and place of beginning and containing within these metes
and bounds 1.040 acres of land, more or less.

JCH/ct

Our Job No. 187-0

November 23, 1988

REC'D FOR RECORD JAN 12 1989
WILLIAM H. HONEY, Recorder

~~CONFIDENTIAL~~

EX 2004001268

CODE OF REGULATIONS
PALADIN CLUB VII CONDOMINIUM

Article 1. Application This Code of Regulations (Code) shall govern the administration of the property and other affairs of Paladin Club VII Condominium (Condominium). The property (Property) was submitted to the provisions of the Delaware Unit Property Act (25 Del. Code, Chapter 22) by the (1) Declaration for Paladin Club VII Condominium recorded in the Office of the Recorder of Deeds of New Castle County, Delaware (the place of recording of all documents referred to as recorded or to be recorded) in Deed Record ____, page ____ &c., ("the Declaration" below) and (2) the Declaration Plan recorded in Microfilm # _____. This Code binds all parties who use any Common Element, or own or use a Unit, of the Property. The definitions of words and phrases in the Declaration shall apply to this Code.

Article 2. Meetings of Owners A. Annual Meetings. There shall be an annual meeting of Owners held in November of each year after the Declarant has sold seventy-five percent of the Units in the Property. The Declarant shall give Owners thirty days written notice of the first annual meeting. The Owners shall elect Council members and transact such other business as may properly come before annual meetings. The persons appointed by the Declarant shall resign as Council members upon the election of Council members at the first annual meeting.

B. Place of Meetings. Annual meetings of Owners shall be held at the Property or at such other place as may be designated by the Council.

C. Special Meetings. The President of the Council shall call a special meeting of Owners if directed by resolution of the Council or promptly after receipt of a petition signed by Owners with collective Proportionate Interest of thirty-five percent, but such a meeting may be called prior to the first annual meeting of Owners only upon a resolution of the Council. A notice of special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting that is not stated in the notice.

D. Notice of Meetings. Except as provided in the Declaration, The Secretary of the Council shall give to each Owner a written notice of a meeting of Owners at least ten (10) but not more than twenty (20) days prior to the meeting, stating its purpose and the time and place where it is to be held.

E. Quorum. Except as otherwise provided in the Code, Owners representing a majority of all votes of all Owners, present in person or by written proxy, shall constitute a quorum at all meetings of Owners. Without a quorum present, Owners present at a meeting, in person or by proxy, may, without a quorum, adjourn the meeting to another time no earlier than forty-eight hours from the time stated in notice of meeting.

F. Conduct of Meetings. Roberts Rules of Order shall govern the conduct of all meetings of Owners when not in conflict with the Condominium Documents or the Unit Property Act.

Article 3. Council A. Members. The Council shall consist of three natural persons who, except for members appointed by Declarant, are Owners. Council members not appointed by the Declarant shall be elected by a majority of the votes cast, in person or by proxy, and shall serve until their respective successors shall have been elected. The terms Council members shall be one year or of such greater length as the Council shall fix by resolution.

B. Powers and Duties. The Council shall: (1) administer the Property and the affairs of the Condominium for the benefit of the Owners; (2) have full responsibility for the Property, funds and other property, (3) cause the keeping of full and accurate financial records and books of account showing all receipts and disbursements; (4) cause the preparation of all periodic audits and reports to the Owners; (5) provide for the safekeeping all monies and other valuable effects of the Condominium; (6) designate depositories of the funds and the property; (6) assure the integrity of the affairs, books of account, reports, property, and minutes of proceedings; (7) carry out the provisions of the Condominium Documents and the Act.

C. Removal of Council Members. At any annual or special meeting of Owners, any member of the Council may be removed with or without cause by a majority of all votes of all Owners. Any member of the Council whose removal has been proposed by the Unit Owners shall be given at least ten (10) days notice of the meeting, its purpose, and an opportunity to be heard at the meeting.

D. Vacancies. Except upon removal of a Council member by a vote of the Owners, Council vacancies shall be filled by the remaining members of the Council. A member of the Council filling a vacancy shall serve for the remainder of the term of the member replaced.

E. Meetings. The Council shall meet to organize and elect officers within ten (10) days of each annual meeting of Owners, and shall adopt dates on which regular meetings of the Council shall be held, without notice, until the next annual meeting of Owners. Special meetings of the Council may be called by the Vice President by a written notice stating the time, place and specific business of the meeting, or by the Vice President or Secretary in like manner on the written request of at least two (2) Council members. Such notice shall be given to every Council member, and shall be mailed at least five days in advance of the meeting date, or given in person at least three days in advance. Any Council member may waive notice of a meeting in a writing signed at any time, or by attending the meeting. In addition to the specific business stated in a notice, any business may be transacted at a meeting with all members present and which all agree upon. A majority of Council members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting with a quorum present shall constitute the decision of the Council.

F. Bonds and Insurance. The Council may require fidelity bonds for some or all officers, employees and agents of the Condominium, and the premiums shall be a Common Expense. The Council may obtain Director and Officer Liability Insurance and the premiums shall be a Common Expense.

G. Compensation. No member of the Council shall receive any compensation for such service.

H. Liability of the Members of the Council. The members of the Council shall not be liable to the Owners, lien holders, or any other party for any mistake, any mistake of judgement, for negligence, or any other cause not improper. The Unit Owners shall indemnify and hold harmless each member of the Council from and against all liability arising out of proper and lawful contracts made by the Council on behalf of the Owners. Owners shall indemnify every Council member, officer, employee, or agent against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement, in connection with any action arising out of the proper and lawful performance of duties. Improper for the purposes of this paragraph shall mean individual willful misconduct, gross negligence, bad faith, intentional violation of the Condominium Documents or Act, or opposing the known best interests of the Owners.

Article 4. Officers The Council shall have a President, a Vice President/Treasurer, and a Secretary. Officers shall be elected by majority vote of the Council. An officer may be removed from office by a vote of a majority of Council members, with or without cause. No officer shall receive any compensation for such service.

Article 5. Operations of the Property A. **Fiscal year and Budget.** The fiscal year of the Condominium shall be the calendar year. On or before the first day of each December, the Council shall adopt a budget containing an estimate of the total amount necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements. Such budget shall also include such reasonable amounts as the Council considers necessary to provide working capital for the Property, a general operating reserve, and reserves for contingencies and replacements. At least ten days before the annual meeting, the Council shall send to each Owner a copy of the budget in a reasonably itemized form, together with a brief but informative interim report on the receipts, expenses and reserves during the then-current year.

B. **Assessments.** The amount estimated in the budget for operation of the Property shall be assessed against the Units according to each Unit's Proportionate Interest. On or before the first day of each month covered by the budget, each Unit Owner shall pay one-twelfth (1/12th) of the assessment. As soon as practicable after the end of a fiscal year, the Council shall supply to all Owners a report on the budget, receipts, expenses and reserves during that fiscal year. Receipts in excess of expenses and reserves shall either reduce assessments for the next fiscal year, or be applied in such other manner as the council shall determine in its sole discretion. The Council shall give Owners prompt and advance notice of any unbudgeted excess of disbursements over receipts, the amount of contingency or other reserves available to apply against such excess, and the Council's proposal for funding and assessing any additional unbudgeted excess. The Council shall provide all Owners with a written report stating in reasonable detail the amounts and reasons for any special assessment, and stating whether the assessment shall be paid in a lump sum or in installments. Except as otherwise provided, all sums collected by assessments or otherwise may be commingled. The Council may, but need not, offer a discount on assessments paid in advance, for such number of installments and for such amount of discount as the Council may from time to time determine.

C. **Declarant's Units.** Notwithstanding any other provision to the contrary, no lawsuit, suspension of utilities or other action shall be taken by or on behalf of the Council or any Unit Owner occupant, mortgagee, or other lienor to collect any assessment made against any Unit owned by Declarant or its successors or assigns for a period when the Unit was not occupied as a residence pursuant to a valid certificate of occupancy, except for expenditures actually made for fuel, utility service, insurance premium, trash disposal, maintenance or repair of the Unit. Declarant shall not convey any Unit on which amounts advanced by the Council have not been reimbursed by Declarant.

D. **Statement of Unpaid Assessments.** The Council shall promptly provide to an Owner, a Mortgagee or a purchaser under contract of a Unit who makes a request in writing, a statement of all unpaid assessments on the respective Unit. The Unit shall be free of any unpaid assessments in excess of the amount set forth in the statement.

E. **Rules and Regulations.** Rules and Regulations shall be effective when a copy is provided to every Owner.

F. **Limited Common Elements.** The Council shall provide for maintaining and replacing as necessary all Limited Common Elements as a part of the Common Expense.

G. **Audited Statements.** The Council shall provide an audited annual statement of the financial affairs of the Council when the Property contains fifty or more Units.

Article 6. Insurance. A. **Amounts.** The Council shall cause the Property to be insured for the benefit of the Owners and their respective mortgagees as their interests may appear, as follows: (1) property insurance with coverage for replacement value less a deductible amount not to exceed One Thousand Dollars (\$1,000) per loss per occurrence with an "agreed amount" endorsement and a "Condominium replacement cost" endorsement,

without deduction or allowance for depreciation; (2) public liability insurance with bodily injury and property damage coverage of not less than \$1,000,000 per occurrence and not less than \$2,000,000 for all occurrences in a policy year.

B. Insurance Conditions. Insurance obtained by the Council shall also provide: (1) exclusive authority to negotiate losses under said policies shall be vested in the Council or its authorized representative; (2) no coverage shall be brought into contribution with insurance coverage purchased by Owners or their mortgagees; (3) policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insured parties; (4) any available waiver of subrogation by the insurer of claims against the Council, a Unit Owner and/or their respective agents, employees or invitees, and of any defenses based upon coinsurance or invalidity arising from the acts of the insured; (5) proceeds payable under a mortgagee endorsement shall be paid to the Council in trust for the mortgagee and the Owner as their interests may appear.

C. Separate Insurance. No Owner may acquire insurance coverage so as to decrease the amount which the Council may realize under any insurance policy or cause any insurance coverage maintained by the Council to be brought into contribution with insurance obtained by the Owner. All Owner policies shall contain waivers of subrogation, and every Owner shall promptly file a copy of every policy with the Council.

D. Insurance Trustee. The Council may designate any bank, trust company, savings and loan association, building loan association, insurance company, or any institutional lender as Insurance Trustee to hold proceeds of insurance and all policies and endorsements, and to acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of this Code. The Insurance Trustee shall not be liable for payment of premiums, policy renewal, the sufficiency of coverage, the form or content of the policies, the correctness of any amounts received as proceeds, nor for the failure to collect proceeds. The sole duty of the Insurance Trustee shall be to receive in trust for the purposes of the Code such proceeds as are paid to it.

E. Council as Agent. A party accepting a deed, mortgage or other instrument providing title, a mortgage lien or another interest in the Property, irrevocably appoints the Council as agent to adjust all claims under insurance policies purchased by the Council, to receive proceeds, and to execute and deliver releases upon the payment.

F. Premiums. Premiums upon all insurance policies purchased by the Council shall be a Common Expense.

G. Reconstruction Funds. The net proceeds of insurance, together with funds collected by assessment on account of casualty, shall constitute a reconstruction fund. The reconstruction fund shall be paid by the Council or Insurance Trustee in appropriate progress payments, to those performing the work or supplying materials for reconstruction. The first monies disbursed for reconstruction shall be from insurance proceeds. Any balance in the reconstruction fund after the payment of all costs of reconstruction shall be distributed to the fund beneficiaries, as their interests may appear. Insurance proceeds shall be applied first to the cost of reconstructing Common Elements, and the balance to the cost of reconstructing any Unit damaged. The Insurance Trustee shall be entitled to rely upon a certificate of the Vice President or Vice President, and the Secretary certifying: that the damaged Property is required to be reconstructed; the name of any payee and the amount to be paid from any reconstruction fund; and all other matters concerning the holding and disbursing of any portion of any reconstruction fund.

Article 7. Unpaid Assessments No Owner other than Declarant shall convey, mortgage, hypothecate, sell, lease, give or devise a Unit or any interest in a Unit while any assessment against the Unit remains unpaid.

Article 8. Mortgages The Owner of a mortgaged Unit shall notify the Council of the name and address

of the mortgagee, and the Council, shall report any unpaid assessments on a Unit to any such mortgagee promptly upon request. The Council shall provide a copy of an audited statement for the next year preceding a written request for the statement received from any holder, insurer or guarantor of a loan secured by a lien of first mortgage on a Unit. Any such holder, insurer or guarantor shall have the right, at its own expense, to have an audited statement prepared for any year for which the Council does not provide such a statement.

Article 9. Compliance and Default. A. No Waiver of Rights. The failure of the Council to act with respect to any violation shall not constitute a waiver, and its exercise of any one or more remedies shall not be deemed an election of remedies.

B. Interest, Late Fees, and Cost of Collection. Any assessment or installment not paid when due shall be increased by the following: interest on amounts in arrears at the highest rate permitted by law; a late fee in such amount as the Council shall fix from time to time to reasonably cover extra accounting and other expense; any costs, fees and expenses incurred in collection or in foreclosing any lien.

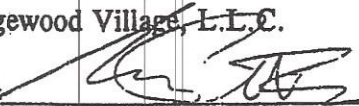
C. Abatement and Injunction of Violations by Unit Owners. The violation of any rule or regulation, or any provision of the Condominium Documents or the Act, shall give the Council, in addition to any other right, the right to: (a) enter a Unit and summarily to remove or abate the violation at the expense of the Owner of the Unit, and the Council shall not be guilty of trespass; (b) seek appropriate remedy in law or in equity and have full reimbursement of all fees and expenses on account thereof from the party against whom the remedy is sought.

Article 10. Miscellaneous. A. Amendments. The Council or the Owners may amend the Code by a majority vote.

B. Notices. All notices, demands, bills, statements or other communications shall be in writing and shall be deemed given if delivered personally or if sent by delivery service or mail providing proof of delivery (1) if to an Owner at the Unit or at such other address as the Owner shall give to the Secretary in writing, and (2) if to the Condominium Association, the Council, an officer or agent, at the such address as the Council shall designate by notice in writing to the Owners.

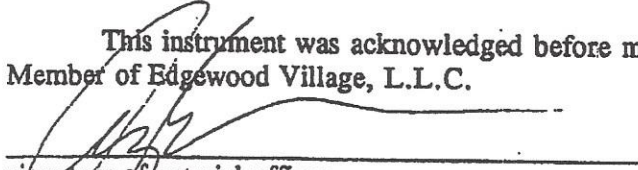
C. Construction. Captions are inserted only as a matter of convenience and reference and shall not affect construction of any provision. The Code shall be liberally construed to give effect to the plan described in the Condominium Documents.

IN WITNESS WHEREOF on 10-30, 1995, Edgewood Village, L.L.C. has subscribed this Code of Regulations.

Edgewood Village, L.L.C.
By: 
Gregory Pettinaro, Member

State of Delaware)
County of New Castle) ss.:

This instrument was acknowledged before me on Oct 31 1995 by Gregory Pettinaro as a Member of Edgewood Village, L.L.C.


signature of notarial officer
Notary Public, State of Delaware - My commission expires:

AMY E. PEPETA
NOTARY PUBLIC-DELAWARE
My commission expires Oct. 30, 1995
printed name of notarial officer

**PALADIN CLUB VII CONDOMINIUM
RULES AND REGULATIONS**

1. All vehicles regularly parked in common areas must be: (a) listed with the Council; (b) in good operating condition; (c) properly registered and tagged; (d) owned or leased by a Paladin Club resident. Vehicle owners shall immediately inform the manager of any changes regarding a vehicle. None of the following may be parked in the Paladin Club except for not more than one-half hour while being loaded or unloaded: large truck, van, commercial vehicle, vehicle with labeling or advertising, trailer, boat, and recreational vehicles. The prohibitions of this paragraph shall not apply to vehicles used for carrying household goods while actually loading and unloading in the shortest possible time or to a vehicle connected with supplying repair, installation or other service to a unit or the common area while the service is being supplied.
2. Due to the limited area available for parking vehicles of residents, guests may park only on Paladin Drive or on the Club House parking lot.
3. Parking a vehicle on a common area that is not paved and parking a vehicle in a place that restricts access (a) to a garage where the parked vehicle is not normally housed, (b) a dumpster or (c) a roadway is prohibited.
4. Driving a vehicle in disregard of Rules and Regulations relating to vehicle movement and parking is prohibited.
5. Car washing, maintenance and repair, which are unsightly and cause damages to the paved areas, are prohibited in all parking and other common areas.
6. In accordance with the Fire Safety Code, no charcoal grills (only gas grills) are to be used within the Paladin Club without the prior written consent of the Council.
7. No child shall be left unattended nor permitted to play, nor shall any bicycle, toy or other personal article be left unattended, in any common area inside or outside of a building.
8. Any person who damages any unit or common area shall be charged with cost of repair.
9. Plants, pictures and door mats are permitted in common hallways with the prior written consent of the Council and of the owner or occupant of every unit served by the hallway.
10. The Council has the right, in its sole, absolute and subjective judgment, to order any item removed from any limited common area. Small sets of patio furniture that are in good condition are allowed. No clothing or other articles may be hung or otherwise displayed from or on any deck, balcony or porch or any handrail.
11. The keeping of pets shall comply with all licensing and other applicable laws. Pets shall be on a leash held by a person and kept under control at all times while outside of a unit. Fecal matter from a pet shall be promptly picked up by the pet's owner, wrapped and disposed of with household garbage. Pet owners must have proof of proper and current vaccination of each pet owned. The

Council may place restrictions on the keeping of any pet and may require the removal from the Paladin Club of any pet that annoys, frightens, attacks, harms or inconveniences any person.

12. Every unit shall be provided by the owner with a suitable number of ABC fire extinguishers for emergencies.
13. Every unit shall be kept in a clean and sanitary manner and in good repair.
14. Normal garbage, trash and other refuse and waste material shall be promptly removed from units and placed only in dumpsters provided. All waste petroleum products and hazardous materials, all large trash such as used packing boxes furniture, appliances, and all articles other than normal and usual household waste shall be removed from the Paladin Club by the person who introduces it into the Paladin Club. Contact the manager if assistance in such removal is required. Place all household waste in plastic bags before deposit in a dumpster. Please make sure that a child sent to place articles in a dumpster is tall enough to safely and effectively make the deposit. No refuse deposited outside of a dumpster will be picked up.
15. Do not adjust or tamper with thermostats, other controls, wiring, lighting or plumbing fixtures in common areas. Report to the manager any need for adjustment or service.
16. Promptly and properly close and latch all doors at building entrances. Report to the manager and need for repair or service.
17. Notify the manager at least two days in advance of a move in or out of a unit.
18. An owner and occupant of a unit will be charged with the cost of repair of damage to any common element or area arising out of moving anything in or out of the unit.
19. Noise, odor or other annoyance in any common area or a unit that disturbs another person is prohibited. Noise includes the playing of a radio or television set, playing of a musical instrument, conversations, parties, or noisy tools. Noise also includes the sound of footsteps on a hard surface, on any floor above a living area. except on a bathroom or kitchen floor and except on a hard-surface floor installed with the written approval of the Council and the owner of the unit below.
20. Noise caused by construction, renovation, repair, alteration, other improvement or demolition is prohibited between 8 PM and 7 AM and in all hours on Sunday.
21. No person shall alter any common area with the prior written consent of the Council. Planting, seeding, cultivating or otherwise treating any common area without the prior written permission of the Council is prohibited.
22. The manager, and no other person, shall arrange for maintenance and repair of common area.
23. The Council recommends that a key for deadbolts and other second locks be left with a person outside of the unit for use in case of emergency and that the manager notified of its location.

24. No antenna or other sending or receiving equipment shall be installed outside of any unit.
25. Firewood shall be stored only in spaces approved in advance by the Council. Firewood can be a source of termites.
26. No sign shall be displayed from any unit or common area without the prior written consent of the Council. Draperies, blinds and other window treatments shall display no color other than white to the outside.
27. No tent, tank, storage shed or any other structure shall be placed on any common area without prior written approval of the Council. The Council may remove any object that is placed in any common area without prior written approval of the Council, and may charge the cost of such removal to the person who placed the object in common area.
28. No unit shall be used for a purpose other than a single-family residence except as (a) may be allowed by applicable zoning laws, (b) shall be incidental to the principle use as a single-family residence and (c) shall have no business invitees. No unit shall be occupied by more person than is allowed by law.
29. No alterations shall be made to any part of any unit which shall in any way affect the structure of the building or any equipment in the building. No work shall be performed on any unit that requires the use of common area without the prior written consent of the manager or the Council.
30. The word "Council" means the Council of Paladin Club VII Condominium. The word "manager" means any person or company appointed by the Council to manage Paladin Club VII Condominium. The words "common area" include limited common area.

PALADIN CLUB VII
POLICY ON COMMON AREAS

The Condominium Council is responsible for the maintenance, repair and replacement of the common elements of the Paladin Club VII Condominium such as the grounds, building exteriors, roofs, walkways, common corridors, hallways, stairways and open parking spaces, and the cost of that is a common expense paid by all unit owners according to the percentages assigned to units in the condominium documents.

The common elements of a building with residence units include certain building parts from the drywall out, but no wallpaper, paint or other wall covering. Unit owners are responsible for all building parts and decorations inside of the drywall, for windows and doors. Replacement window units (not just glass) and doors must be approved by the Council.

Any maintenance, repair or replacement of a common element that arises out of the act or negligence of a unit owner, an occupant or the invitee of either of them will be charged to the unit owner, the occupant and the invitee.

Limited common elements are appurtenant to a limited number of units. Porches, chimneys, flues, sliding glass doors, windows and pipes serving one unit are examples of limited common elements. Some limited common elements such as stairways may serve more than one unit. The Council maintains limited common elements, but will charge any unit owner, occupant or invitee who causes damage beyond reasonable wear and tear.

A common source of damage to common elements, limited common elements, units and unit furnishings in a building is water leaking from another unit. All such damage is charged to the owner and occupant of the unit where the leak originates. Ruptured hose lines to washing machines and blocked drains from dishwashing machines are often the sources of leaks, and every unit owner is advised to carry adequate insurance to cover the damage to other units and to common elements. Leaks can cause damage in the thousands of dollars.