

**WOODLAND RUN  
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MICHAEL P. BATTAGLIA  
RECORDER OF DEEDS  
NEW CASTLE CO. DE

Rosenthal, Monhait, Gross  
Suite 1401, Mellon Bank Center  
919 Market Street  
Post Office Box 1070  
Wilm. DE 19899

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this March 17<sup>th</sup> day of 1999 by Gilman Development Company, a Delaware Corporation and PULTE HOME CORPORATION, a Michigan corporation authorized to do business in the State of Delaware, (hereinafter referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants are the owners of all those certain lands situate in White Clay Creek Hundred, New Castle County and State of Delaware, being known as Woodland Run, as shown on that certain Record Major Subdivision Plan prepared by Landmark Engineering, dated April 5, 1996, of record in the Office of the Recorder of Deeds, in and for New Castle County and the State of Delaware, in Microfilm No. 13190, and being more particularly bounded and described as set forth in the attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Declarants desire to develop on the Property a residential community for the benefit of said community; and

WHEREAS, Declarants desire to provide for the orderly preservation of property values for the individual dwelling lots and individual dwelling units in said community and, to that end, desires to subject the Property to the covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said Property and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: The Declarants do hereby covenant and declare that is shall hold and stand seized of the Property subject to the following covenants and restrictions, which shall be covenants running with the land and which shall be binding upon the Declarants, its successors and assigns:

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# ARTICLE I

## GENERAL USE RESTRICTIONS

Section 1. Private Residences. Each lot in the Property shall be used for private residential purposes only and no buildings of any kind, except private dwelling units together with outbuildings appurtenant to same, such as storage sheds and play houses, shall be erected or maintained on any lot. No such outbuilding or appurtenant erected or maintained on any lot shall be more than eight (8) feet in height or have floor area in excess of sixty-five (65) square feet; no such outbuilding or appurtenant structure shall be erected or maintained closer to the front street line than the rear-most wall of the principal structure on the lot; no prefabricated metal sheds or buildings shall be permitted on any lot. In any event, no such outbuildings or appurtenant structures shall be constructed upon any lot unless the plans for the same have first have approved by the Declarant in accordance with the provisions of Section 17 herein.

Section 2. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be permitted or maintained upon any lot.

Section 3. Animals and Pets. No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of the lots, and no horses, cows, goats, hogs, poultry, pigeons, or similar animals shall be kept on any part or portion of the lots. Breeding of domestic animals of any kind on any part or portion of any lot or lots or in any building or structure thereon, is expressly prohibited. Outbuildings, such as dog houses, rabbit hutches, and similar structures shall be constructed of wood, of high quality craftsmanship, be no more than four (4) feet in height, and have a floor area no greater than twelve (12) square feet. In any event, no such outbuildings shall be erected or maintained upon any lot until the required approvals have been obtained in accordance with Section 17, herein.

Section 4. Vegetable Gardens, Firewood and Storage. No vegetable gardens or storage areas for firewood or other debris shall be kept or maintained on the front yards or side yards of any lots, nor on the rear yards of any lots where such garden can be seen by pedestrian or vehicular traffic using the walkways or roads adjoining such lot.

Section 5. Television and Radio Antennas, Satellite Dishes and Exterior Mechanical Devices, Etc. No television antennas, radio antennas television or radio receiving or transmitting devices, solar energy panels or any other exterior mechanical devised shall be installed, constructed, placed or maintained on any lot, except that the same may be installed, constructed, placed and/or maintained if it is confined within the interior of the dwelling unit. Notwithstanding the foregoing, antennas and satellite dishes shall be permitted to the extent provided by State and/or Federal Law. Exterior holiday lights and/or ornaments shall be permitted, provided that such lights and ornaments are removed no later 20 days following such holiday event and in no case shall be allowed for more then 60 days total.

Section 6. Trash Receptacles. Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting that they may be placed temporarily at street side on the regular day of collection if required by the collection agency.

Section 7. Prohibited Vehicles. No trucks, buses, travel trailers, boat trailers, boats, utility trailers, commercial vans, tractors, campers or vehicles immobilized for any reason, shall be kept or maintained on any street, lot or driveway, except that pick-up trucks up to and including three-quarter (3/4) ton and enclosed vans up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet.

Section 8. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any lot within the property, described, except that a single real estate "For Sale" sign may be so placed and maintained, but must be removed within five (5) days of settlement on such lot.

Section 9. Fences. No enclosing or non-enclosing fence or barrier (hereinafter the "fence") shall be erected on any lot closer to the front street line than the rear-most wall of the principal building on said lot except for fences on corner lots that may extend from the rear yard toward the side street, but under no circumstances may the fence be closer to the street than the building setback line. No fences shall be of a height of more than four (4) feet and all such fences shall be post and rail, or split rail, hardwood constructed, with three (3) horizontal rails. The height and width of the entire interior perimeter of such fences may be fully covered with green wire mesh. In any event, no such fences shall be constructed or maintained upon the lots until the plans for the same have been approved by Declarants, in accordance with the provisions of Section 17 herein.

Section 10. Swimming Pools. No above-ground swimming pools shall be constructed or maintained on any lot, except that children's wading pools, not exceeding two feet in height, shall be permitted.

Section 11. Trees, Shrubs and Landscaping. Any and all trees, shrubs and/or landscaping planted or provided by the Declarants, its successors or assigns on any lot to comply with the Record Landscape Plan for Woodland Run, must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control.

Section 12. Lawn Mowing. The owner of each lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said lot at least once during each of the months from March through November of each year.

Section 13. Yards. No statues, sculptures, painted trees, bird baths, ornaments, or replicas of animals or other like objects may be affixed to or placed on any lot or building.

Section 14. Trampolines, Basketball Goals. No trampolines of any kind whatsoever

shall be erected or maintained on any lot. No basketball goals shall be permitted, except that the same may be erected, installed, constructed, placed and/or maintained in the rear yard, no closer to the front street line than the rear-most wall of the principal structure on the lot.

Section 15. Window Treatment. All windows from the exterior shall show white or off-white fabric or color compatible with the color of the exterior finish of the dwelling.

Section 16. Clothes Lines. No permanent outside clothes lines or clothes line posts, including similar structures used as "dog runs" or to otherwise control pets outdoors, shall be erected or maintained on any lot, except that portable outside clothes lines are permitted, provided same are utilized for clothes during daylight hours only.

Section 17. Review of Plans. Notwithstanding anything contained herein to the contrary, no houses, outbuildings, buildings, structures of a temporary or permanent nature, swimming pools, fences or other construction or improvements shall be constructed, erected, or placed upon any lot, nor shall any exterior addition to or change or alteration thereof, including but not limited to exterior facade, color change and/or change in grade or drainage be made until the plans and specifications, with illustrations, showing the nature, kind, shape, color, height, materials and proposed location of same, shall have been submitted to and approved in writing by the Declarants. In the event the Declarants or its successors or assigns, fails to approve or disapprove such architectural change request within thirty (30) days after receipt of said plans and specifications, approval thereof will be deemed to have been given by the Declarants.

The Declarants, its successors or assigns, in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which in his, her or its opinion are not suitable or desirable to the community. In passing upon such plans and specifications, Declarants or its successors or assigns, shall consider the following factors:

- a) The quality, aesthetic suitability, nature, kind, shape of the proposed building or other structure;
- b) The color, height and materials of which it is to be constructed;
- c) The specific site upon which it is proposed to construct or erect the same;
- d) The harmony of the proposed change, alteration, addition, building or structure with structures on neighboring properties and the outlook and view from the neighboring properties;
- e) The effect on the reasonable passage of light and air to the neighboring properties;

For purposes of this Declaration, the Declarant shall have the sole and exclusive

right to determine when lot lines and/or street lines shall be "front" or "side" lines.

Notwithstanding any other provisions of this section, the following minimum requirements shall apply:

a) All homes shall maintain a concrete walkway from the driveway to the front door. All walkways in public "Right of Ways" shall be made of concrete and maintained or replaced in accordance with the record plan on file in New Castle County.

Section 18. Day Care Centers, Kindergarten, Preschools. No day care, kindergarten, or preschool will be permitted on any lot except that a Family Day Care Home shall be permitted provided it meets all applicable county and state standards and licensing requirements. A Family Day Care Home means a facility in a private home that is operated by one or more persons duly licensed, or qualified to be licensed, by the State of Delaware for the purpose of providing child day care for one (1) to not more than six (6) children at any one time who are not relatives of the day care provider.

## ARTICLE II

### CHANGES IN THE DECLARATION AND RECORD PLAN

1) These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots described at Exhibit "A", which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarants, so long as it is the owner of any of said lots shall have the absolute right to amend this Declaration from time to time without the joinder of any other owners by executing and recording an amendment in the Office aforesaid, if such amendment is:

a) required by Federal, State, County or local law, ordinance, rule or regulation; or

b) required by any mortgagee of improved lots and/or dwelling houses in the premises; or

c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or

d) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units on any of the lots in the Property.

2) As long as it owns one or more lots in Woodland Run, Declarants reserve to itself or its successor, the right to amend the Record Plan.

By acceptance and recording of a Deed for a property in Woodland Run, the grantee, for himself and his successors in title, shall be deemed to have given to Declarants his irrevocable power of attorney for the purpose of executing any such resubdivision plan as Declarants deem desirable provided such resubdivision plan does not change the boundaries of any lot already conveyed from the Declarants to a homeowner.

### ARTICLE III

#### ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. In the event Declarants incur any expenses, including attorneys' fees, in connection with its efforts to enforce the terms hereof, the lot owner in violation of these covenants shall also be obligated to reimburse Declarants for all such expenses. Action of enforcement may be brought by the Declarants, its successors and assigns, or any owner of any land which is the subject of this Declaration. Declarants reserve the right to assign its power to modify or enforce these covenants and restrictions by an appropriate instrument in writing, recorded in the Office of the Recorder of Deeds, in and for New Castle County.

### ARTICLE IV

#### SEVERABILITY

Invalidation of anyone of these covenants or restrictions or any portion thereof by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

### ARTICLE V

#### INTERPRETATION

This Declaration shall bind all lots in the Property owned by Declarants as of the date on which this Declaration is recorded and all other lots in the Property as to which the owners thereof have joined in this Declaration by separate writing.

Notwithstanding anything contained in this Declaration, its provisions shall not be

applied or construed as to prohibit or impede the construction by Declarants or its successors in title to vacant lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, or generally carrying on its business as to the development of the Property.

IN WITNESS WHEREOF, the Said Gilman Development Company and Pulte Home Corporation, have caused its name and seal by duly authorized officers of the Corporations, to be hereunto set, the day and year first above written.

Seated and Delivered  
in the Presence of:

Gilman Development Company

Francis P. Fortunato

By: Wm M. Milam

Seated and Delivered  
in the Presence of:

PULTE HOME CORPORATION

Francis P. Fortunato

By: M. B. Eder



Exhibit A

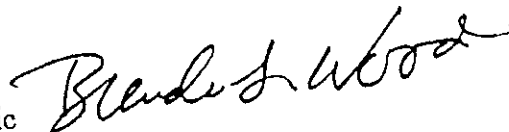
Lots 1 through 41 in the subdivision known as Woodland Run, White Clay Creek Hundred, New Castle County, Delaware, Record Major Subdivision Plan recorded on May 20, 1997 at Microfilm Number 13190 in the Office of the Recorder of Deeds in and for New Castle County, Delaware.

STATE OF DELAWARE     )  
                                      )  
NEW CASTLE COUNTY    )

BE IT REMEMBERED that on this 17<sup>th</sup> day of March, A.D. 1999, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Mark S. Elser, as Director of Land Development of PULTE HOME CORPORATION, a Michigan corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the duly authorized officer thereto is in his own proper handwriting and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

Notary Public



My commission expires:

BRENDA L. WOOD  
NOTARY PUBLIC-DELAWARE  
My Commission Expires June 15, 2000

\_\_\_\_\_, a Notary Public for the State and County aforesaid, A.D. 1999, personally came  
Peter M. Gilman, as Vice President of Gilman  
Development Company a Delaware corporation, party to this Indenture, known to me  
personally to be such, and acknowledged this Indenture to be his act and deed and the act and  
deed of said corporation, that the signature of the duly authorized officer thereto is in his own  
proper handwriting and that his act of sealing, executing, acknowledging and delivering said  
Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

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

Notary Public

*Brenda L. Wood*

BRENDA L. WOOD

NOTARY PUBLIC-DELAWARE

My commission expires:

~~My Commission Expires June 15, 2000~~

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RECORDED  
NEW CASTLE CO. DEPrepared By: Gilman Development Company  
510 Philadelphia Pike  
Wilmington, DE 19809  
Tax Parcel No.: 09-037.00-010**MAINTENANCE DECLARATION**

THIS DECLARATION, made this 30<sup>th</sup> day of April, 1997, by GILMAN DEVELOPMENT COMPANY, a corporation of the State of Delaware, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land situate in White Clay Hundred, New Castle County and State of Delaware, being 46 acres, as shown on the Record Major Subdivision Plan of WOODLAND RUN prepared by Landmark Engineering Inc., dated April 4, 1996 and revised to        1997, which land is designated for the construction of single family homes with appurtenant common areas; and

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its successors, and assigns, who are the owners of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declarant does covenant and declare that it shall hold and stand seized of all that certain parcel of land situate in New Castle County and State of Delaware, as it appears on the Record Major Subdivision Plan of WOODLAND RUN under and subject to the following covenants and agreements, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots appearing on said Plan of WOODLAND RUN, and for the benefit of New Castle County.

1. In order that the common areas as set forth on said Plan shall be maintained according and to the provisions of Sections 32-447 (c) and (d) of the New Castle County Code, there shall be organized as provided in Paragraph 2 hereof, a maintenance corporation whose members shall be record owners of lots shown on said Plan.

(a) The purchaser of any lot of land by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid maintenance corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said corporation.

(b) Each owner of any lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the maintenance corporation when necessary, annual

assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided, that all assessments must be fixed at a uniform rate for all lots. The owner of any lot agrees, at time of settlement for the purchase of said lot, to sign a confession of judgment obligating him or her to pay to the maintenance corporation his or her share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement of any lot within the subdivision, the maintenance corporation may collect the equivalent of two (2) years of assessments for the maintenance costs associated with the maintenance of the common areas. The assessments levied by the maintenance corporation shall be used exclusively for the purpose of maintaining said common areas.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the maintenance corporation may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his or her lot.

(e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the maintenance corporation, including prior unpaid assessments.

(f) By his or her acceptance of title, each owner shall be held to vest in the maintenance corporation the right and power in its own name to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be, in the opinion of the maintenance corporation, necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and

provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(h) Declarant hereby grants to New Castle County, its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said common areas at the expense of the owners of said lots. In the event that New Castle County elects to maintain the common areas as set forth above, all expenses of maintenance shall be assessed prorata against the owners of each lot, and shall be collectible by New Castle County, as provided in New Castle County Code Section 32-447, or in the manner set forth above in relation to collection by the maintenance corporation. The provisions of paragraph 1(g) above notwithstanding, any lien for such expenses or maintenance asserted by the County and filed with the Recorder of Deeds in accordance with New Castle County Code Section 32-447 shall be a lien from the time of recording and shall have priority in relation to other liens, either general or special, including mortgages and other liens according to the time of recording of such liens in the proper office, as in the said Section provided.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the conveyance of the first lot hereunder to a homeowner, a non-profit corporation to be known as a "maintenance corporation" for the benefit of all owners, which maintenance corporation shall be charged with the duty of maintaining said common areas in the condition required by the aforesaid New Castle County Ordinance.

3. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

4. Declarant, for itself, its successors and assigns, grants to the lot owners the free and uninterrupted use of all the common areas as shown on the said Plan of WOODLAND RUN in common with others entitled thereto forever. Each lot owner, by acceptance of a deed, grants to all other lot owners, their guests, invitees, and licensees, the free and uninterrupted use of all the common areas and grants to the maintenance corporation the right to come upon any lot owner's lot for purposes of maintaining the common areas.

5. The following definitions are applicable hereto;

(a) "Corporation" shall mean and refer to the "maintenance corporation," its successors and assigns, and to the proper named corporate entity to be formed as provided hereunder.

(b) "Lot" shall mean and refer to lots as shown on the said Record Major Subdivision Plan of WOODLAND RUN.

(c) "Member" shall mean and refer to every person or entity who holds membership in the corporation.

(d) "Owner" shall mean and refer to the record owner of a fee simple title to the lots as shown on the said Plan of WOODLAND RUN.

(e) "Declarant" shall mean and refer to GILMAN DEVELOPMENT COMPANY, a corporation of the State of Delaware, its successors and assigns.

(f) "Common Areas" shall mean and refer to all areas designated on the Record Major Subdivision Plan of WOODLAND RUN including but not limited to private open space, private streets or rights-of-way, parking areas, all sidewalks abutting private open space or any street, all sidewalks on private open space, storm water management areas, storm water management facilities on public open space, landscaping (including landscaping and fence located in the DelDOT Right-of-Way east of Woodland Run Drive), recreation facilities and all other improvements therein.

6. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of sixty (60) percent of the lot owners and of the New Castle County Council.

IN WITNESS WHEREOF, the said GILMAN DEVELOPMENT COMPANY has duly executed this Maintenance Declaration as of the day and year first above written.

ATTESTS:

By: 

George P. Beer  
Assistant Secretary

GILMAN DEVELOPMENT COMPANY

By: 

Peter M. Gilman  
Vice-President

STATE OF DELAWARE }  
 } ss:  
 COUNTY OF NEW CASTLE }

BE IT REMEMBERED, that on this 30<sup>th</sup> day of April, 1997, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Peter M. Gilman, Vice-President of Gilman Development Company, a Delaware Corporation, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of said corporation, that the signature of the thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Declaration was duly authorized by a resolution of the Board of Directors of said corporation.

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

Sherry L. Keller  
 NOTARY PUBLIC

Sherry L. Keller  
 (Print Name)

Expires: 3/07/00





OF

WOODLAND RUN MAINTENANCE CORPORATION

ARTICLE I

Section 1. The registered office shall be as set forth in the corporation's certificate of incorporation.

Section 2. The Corporation may also have offices at such other places both within and outside the boundaries of the State of Delaware as the board of directors may from time to time determine or as the business of the Corporation may require.

ARTICLE II

MEMBERSHIP

Section 1. The original members shall be Gilman Development Company. Additional members shall be those individuals evidencing a commitment to the purposes of the corporation and admitted to the membership by the unanimous vote of the then existing members.

Section 2. Membership shall not be transferable in any way, whether voluntarily, involuntarily, or by operation of law.

Section 3. All the rights, powers and privileges of membership shall cease upon the member's death or resignation.

Section 4. An annual meeting of members for the election of directors shall be held on the third Wednesday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day at 10:0 A.M. in the principal offices of the Corporation. Special meetings of members shall be held, upon notice as hereafter provided, at the request of any member, director or by the President.

Section 5. In all matters coming before the membership for action, a majority of the members shall constitute a quorum and, a quorum having been established, a majority vote of those present shall decide the matter. Each member shall have one vote.

Section 6. The secretary shall give ten days' written notice of all meeting of the member, other than the annual meeting for the election of directors, by mailing the same to each member's last designated address. The notice shall state the time and place of the meeting and the purposes of the meeting.

## ARTICLE III

### DIRECTORS

Section 1. The business of the corporation shall be managed by the directors, who may take any action which is not prohibited by law or the certificate of incorporation, or reserved to the members.

Section 2. The first board of directors shall consist of one or more directors. Boards subsequent to the first shall be of such number, which may exceed the number of members, as the members shall from time to time determine, but shall not be less than two unless these bylaws are amended to so provide.

Section 3. Directors shall be elected at the annual meeting of members and shall hold office for a term of one year or until their respective successors are elected and qualify. Directors need not be members.

Section 4. Vacancies in the board of directors occurring during the year shall be filled by majority vote of the remaining directors.

Section 5. The directors may hold meetings, both regular and special, either within or without Delaware. The first meeting of newly elected board shall immediately follow the election. No notice need be given of the first meeting and subsequent regularly scheduled meetings. The secretary shall give ten days' written notice to each director of all special meetings. A special meeting shall be called on the request of any director.

Section 6. At all meetings, a majority of the directors shall constitute a quorum and, a quorum having been established, the majority vote of those present shall be necessary to take any action.

Section 7. The disbursement of corporate funds in furtherance of the corporation's purposes in such forms as are contemplated by the certificate of incorporation shall be within the sole discretion of the directors. The directors may conduct activities to raise funds for such purposes and may receive funds for corporate purposes from any source. The directors may administer such funds in accordance with the terms of their receipt provided such terms are not at variance with the corporation's purposes.

Section 8. The directors shall not approve or make any disbursement which directly or indirectly inures to the private financial benefit of any member, director or officer, and shall take all actions reasonably necessary to recover any such disbursement subsequently discovered to confer such a benefit.

Section 9. Unless otherwise restricted by the certificate of incorporation or these bylaws, any action required or permitted to be taken at any meeting of the board of directors or of any committee thereof may be taken at any meeting, if all members of the board or committee, as the case may be, consent thereto in writing and the writing or writings are filed with the minutes of proceedings of the board or committee.

Section 10. The board of directors may, by resolution passed by a majority of the whole board, designate one or more committees. The board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Any such committee, to the extent provided in the resolution, shall have and may exercise the powers of the board of directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the board of directors.

Section 11. Each committee shall keep regular minutes of its meetings and report the same to the board of directors when required.

## ARTICLE IV

### NOTICES

Section 1. Whenever under the provisions of the statutes of the certificate of incorporation of these bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or member, at his address as it appears on the records of the corporation, with postage thereon paid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Section 2. Whenever any notice is required to be given under the provisions of the statutes or of the certificate of incorporation or of these bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE V

### OFFICERS

Section 1. The officers of the corporation shall be chosen by the board of directors and shall be a president, a vice-president, a secretary and a treasurer. The board of directors may also choose additional vice-presidents, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the certificate of incorporation or these bylaws otherwise provide.

Section 2. The first board of directors, at its first meeting after such annual meeting of members shall choose a president, one or more vice-presidents, a secretary and a treasurer.

Section 3. The board of directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

Section 4. The officers of the corporation shall hold office until their successors are chosen and qualify. Any other officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the corporation shall be filled by the board of directors.

## THE PRESIDENT

Section 5. The president shall be the chief executive officer of the corporation, shall provide at all meetings of the members and the board of directors, shall have general and active management of the business of the corporation and shall see that all orders and resolutions of the board of directors are carried into effect.

Section 6. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the corporation.

## THE VICE-PRESIDENTS

Section 7. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated, or in the absence of designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The vice-presidents shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

## THE SECRETARY AND ASSISTANT SECRETARIES

Section 8. The secretary shall attend all meetings of the board of directors and all meetings of the members and record all the proceedings of the meetings of the corporation and of the board of directors in a book to be kept for that purpose and shall perform like duties for the standing communities when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the corporation and he, or an assistant secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his signature or by the signature of such assistant secretary. The board of directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 9. The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the board of directors (or if there be no such determination, then in the order of their election) shall, in the absence of the secretary or in the event of his inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

## THE TREASURER AND ASSISTANT TREASURERS

Section 10. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the board of directors.

Section 11. He shall disburse the funds of the corporation as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings, or when the board of directors so requires, and account of all his transactions as treasurer and of the financial condition of the corporation.

Section 12. If required by the board of directors, he shall give the corporation a bond (which shall be renewed every six years) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind is in his possession or under his control belonging to the corporation.

Section 13. The assistant treasurer, or if there shall be more than one, the assistant treasurers, in the order determined by the board of directors (or if there be no such determination, then in the order of their election), shall, in the absence of the treasurer or in the event of his inability or refusal to act, perform the duties and exercise the powers of the treasurer and shall perform such other duties and have such other powers as the board of directors may from time to time prescribe.

## ARTICLE VI

### OTHER PROVISIONS

Section 1. The corporation shall open such bank accounts as the directors shall deem necessary or advisable. Any check or other disbursement shall be signed by two officers, the president and secretary-treasurer.

Section 2. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

Section 3. The corporate seal shall have inscribed thereon the words "Corporate Seal, Delaware" and may include the name of the corporation and the year of its organization. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced. The corporation may adopt for any transaction, without the specific leave of the directors, a seal which is different from its customary and usual seal; and it shall be sufficient in any document on behalf of the corporation, being authorized to do so, writes or prints the word "Seal" or makes some similar mark.

Section 4. The board of directors shall present at each annual meeting, and at any special meeting of the members when called for by vote of the members, a full and clear statement of the business and condition of the corporation.

Section 5. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other persons as the board of directors may from time to time designate.

Section 6. These bylaws may be altered, amended or repealed or new bylaws may be adopted by the members at any regular meeting of the members or at any special meeting of the members if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting.

CERTIFICATE OF INCORPORATION  
OF  
WOODLAND RUN MAINTENANCE CORPORATION

ARTICLE I

The name of this Corporation is Woodland Run Maintenance Corporation hereinafter called "the Corporation".

ARTICLE II

The Corporation's registered agent in the State of Delaware is the corporation itself, and the registered office is located at 510 Philadelphia Pike, Wilmington, New Castle County, Delaware 19809.

ARTICLE III

The nature of the business and the objects or purposes for which, and for any of which the Corporation is formed and its business is to be transacted, promoted or carried on are to do any or all of the things herein set forth to the same extent that a natural person might or could do, viz:

1. To provide for the improvement and maintenance of the private open space in the development known as **Woodland Run**, Red Lion, New Castle County, Delaware, as shown on the Record Major Subdivision Plan of **Woodland Run**, prepared by Landmark Engineering, Inc., dated April 4, 1996, and recorded in the Office of the Recorder of Deeds in and for New Castle County in Microfilm (No. 13190).
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2. To further provide for such services as are required and deemed essential to the good order and condition of **Woodland Run** in order to implement and to be in accordance with a Maintenance Declaration of Gilman Development Company, dated April 30, 1997 recorded in the Office of the Recorder of Deeds In and for New Castle County, State of Delaware in Deed Book 2264, Page 91.

3. To do other things necessary and desirable in the judgment of the Board of Directors of the Corporation for the best interests of the property owners in **Woodland Run**, and the owners of the lot or lots herein bound by membership to the Corporation.

#### ARTICLE IV

The Said Corporation is not a corporation organized for profit and it shall have no capital stock

#### ARTICLE V

The members of the Corporation shall be the owners of lots in **Woodland Run** as more particularly set forth in the Maintenance Declaration, as aforesaid, requiring membership in the Corporation, or their heirs, executors, administrators, successors or assigns, transferees, devisees, or grantees of the owners of said lots in **Woodland Run** and Gilman Development Company shall continue to be a member hereof so long as it is the owner of any lot or lots in said **Woodland Run**. However, any governmental body which takes title to any public open space in **Woodland Run** may at its election decline membership, and thereby avoid any costs or assessments set forth below. All the records owners shall be entitled to one (1) vote for each lot in which they hold a

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fee interest.

#### ARTICLE VI

The members of this Corporation shall be required to pay an annual maintenance charge or assessment to be paid to the Corporation for the purpose of providing a general fund to enable the Corporation to perform the duties herein set forth.

The amount of such assessment shall be fixed annually by the Board of Directors of the Corporation, and shall be charged or assessed in equal proportions against each lot regardless of size.

The assessment shall be made at the determination of the Board of Directors of the Corporation, and thereafter, each assessment shall be made for each subsequent year as determined by the Board of Directors. Each yearly assessment shall be due and payable on or before thirty (30) days after it has been fixed or levied. It shall be the duty of the Corporation to notify all owners of the fee simple title to the property above described, whose addresses are listed with the said Corporation, within thirty (30) days after said assessment has been fixed and levied giving the amount of the charge or assessment for said year, when due and the amount due on each lot or parcel of land owned by each such owner. Failure of the Corporation to levy the assessment or charge for any one (1) year shall not affect the right of said corporation to levy the assessment or charge for any subsequent year.

A written or printed notice thereof deposited in the United State Post Office with postage prepaid and addressed to the respective owners at the last address listed

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with the Corporation shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this Declaration, where notice is required.

The assessment shall become a lien or encumbrance on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment when due, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid.

Thirty (30) days after the date any yearly assessment has been fixed and levied, the assessment, if not paid, shall become delinquent, and payment of both principal and interest may be enforced as a lien on said real estate in any proceedings in any court of the State of Delaware, having jurisdiction of suit for the enforcement of such liens.

The Corporation shall collect all charges or assessments herein provided for, and shall pay all expenses in connection therewith and all other expenses incident to the conduct of the business of said corporation; provided, however, that the Corporation shall at no time expend more money within any one (1) year than the total amount of the charge or assessment for that particular year or any surplus which it may have on hand from previous charges or assessments.

#### ARTICLE VII

The Corporation shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of the Declaration, subject to the limitations hereinbefore and hereinafter set forth.

#### ARTICLE VIII

The name and address of the incorporator is as follows:

Edward B. Rosenthal, Esquire  
Rosenthal, Monhait, Gross & Goddess, P.A.  
Suite 1401, Mellon Bank Center  
P.O. Box 1070  
Wilmington, DE 19899-1070

#### ARTICLE IX

The corporation is to have perpetual existence.

#### ARTICLE X

The private property of the members shall not be subject to the payment of debts of the Corporation to any extent, whatsoever, except as provided in Article VI.

#### ARTICLE XI

The business and affairs of the Corporation shall be carried on by a Board of Directors, which shall consist of such number of persons elected for such term or terms as may be fixed by the By-Laws, and said By-Laws may be amended as therein provided. Any vacancy or occupancy in the Board of Directors may be filled by a majority of the remaining members of the Board of Directors until the next annual meeting of the members. Said Board of Directors shall have the power to elect a President, Secretary and Treasurer and such other officers as may be deemed desirable.

#### ARTICLE XII

The Corporation shall have power to acquire by purchase, devise or donation, or in any other manner, any property, real or personal and to enter into and perform any and all contracts and to mortgage, pledge or otherwise encumber any of its

