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Prepared By And Return To:
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BRENFORD STATION II
MAINTENANCE DECLARATION

THIS DECLARATION, made this 15th day of January, 2008, by SYLVAN VALLEY REAL ESTATE INVESTMENTS, INC., a Delaware corporation, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of land (the "Land") situate in the Town of Smyrna, Duck Creek Hundred, Kent County and State of Delaware, containing 25.8 acres, as more particularly described on Exhibit A attached hereto and made a part hereof, and as shown on the Record Plan for Brenford Station II prepared by Larson Engineering Inc., dated April 28, 2006 and revised to October 29, 2007, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware in Plot Book 98, Page 14, as the same may be amended or superseded from time to time (the "Plan"); and

WHEREAS, the Land is designated for the construction of single family residences on individual lots (individually a "Lot" and collectively the "Lots") with appurtenant open spaces and common facilities in a community known as Brenford Station II (the "Community") and in connection therewith Declarant desires to impose upon the Land and the Lots and to bind itself, its successors and assigns, who are the owners of the Land or the Lots, to certain covenants and agreements.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT Declarant does covenant and declare that it shall hold and stand seized of the Land and the Lots under and subject to the following covenants and agreements, which shall be covenants running with the Land and which shall be binding upon Declarant, its successors and assigns, for the benefit of all owners of the Land and the Lots.

1. In order that the private open spaces and common facilities within the Community as set forth on the Plan, including but not limited to areas designated for landscape buffers, active recreation and stormwater management, (collectively, the "Common Facilities") shall be maintained in good condition and repair, as otherwise required by the Plan and as set forth on Schedule A attached hereto, there shall be organized, as provided in Paragraph 2 hereof, a maintenance corporation (the "Maintenance Corporation") whose members shall be the record owner, whether one or more persons, of fee simple title to any Lot (individually an "Owner" and collectively the

"Owners").

(a) The purchaser of any Lot, by acceptance of a deed to the Lot, is obligated and bound to become a member of the 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 the Maintenance Corporation.

(b) Each Owner of any Lot, by acceptance of a deed to the Lot, 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. The obligation to pay any annual or special assessment or any other charges to the Maintenance Corporation shall not commence until at least seventy five percent (75%) of the Lots have been sold and transferred to the homeowners within the Community. Notwithstanding the aforesaid, at no time shall Declarant or any subsequent developer of any of the Lots be required to pay any assessments or charges to the Maintenance Corporation. At such time as seventy five percent (75%) of the Lots have been sold and transferred to homeowners, Declarant shall begin to transfer control of the Maintenance Corporation to the homeowners, such transfer to be completed before ninety percent (90%) of the Lots have been sold and transferred to homeowners. Also at such time as seventy five percent (75%) of the Lots have been sold and transferred to homeowners, Declarant may begin to use the funds provided by the homeowners for maintenance of the Common Facilities.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members of the Maintenance Corporation who are voting in person or by proxy at the annual meeting. Any special assessments, if necessary, shall be set by a majority vote of the members of the Maintenance Corporation who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose. All assessments must be fixed at a uniform rate for all Lots. In addition to any annual or special assessment imposed by the Maintenance Corporation, at the time of the first settlement on the transfer of any Lot to a homeowner, the Maintenance Corporation shall collect Two Hundred Dollars (\$200.00) from the purchaser of the Lot, to be held and applied toward the costs associated with maintenance of the Common Facilities. All assessments levied by the Maintenance Corporation shall be used exclusively for the purpose of maintaining the Common Facilities.

(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 twelve per centum (12%) 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 Lot, 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 nonuse of the Common Facilities or abandonment of the Lot.

(e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the Lot in respect to which said assessments are made and it is expressly stated that by acceptance of title to a Lot the Owner (not including any 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 any prior unpaid assessments.

(f) By the acceptance of title to a Lot, 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 on any Lot which is subject to such charges regardless of when said mortgage was 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, and the transferee 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; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further mortgage which is placed on the Lot subject to such charges, with the intent that no such charges shall at any time be prior in lien to the lien of any mortgage whatsoever on the Lot.

(h) Declarant hereby grants to Kent County, its successors and assigns, the right, privilege and authority to enter upon the Land and inspect the Common Facilities, and, if necessary, to maintain the Common Facilities at the expense of the Owners of the Lots. In the event that Kent County elects to maintain the Common Facilities as set forth above, all expenses of maintenance shall be assessed pro rata against the Owners of each Lot, and shall be collectible by Kent County in accordance with procedures established by Kent County Code for that purpose, 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 Kent County and filed with the Recorder of Deeds 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.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the conveyance of the first Lot to a homeowner, a non-profit corporation to be known as the "Brenford Station II Maintenance Corporation" for the benefit of all Owners, which Maintenance Corporation shall be charged with the duty of maintaining the Common Facilities in the condition required hereby and as may otherwise be required by the Kent County Code. In addition, prior to the conveyance of the first Lot to a homeowner, Declarant shall convey the Common Facilities to the Maintenance Corporation.

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, hereby grants to the Owners the free and uninterrupted use of all the Common Facilities as shown on the Plan, as the same may be amended from time to time, in common with others entitled thereto forever. Each Owner, by acceptance of a deed to a Lot, grants to all other Owners, their guests, invitees and licensees the free and uninterrupted use of all the Common Facilities and grants to the Maintenance Corporation the right to come upon any Lot for purposes of maintaining the Common Facilities.

EXHIBIT "A"

All that lot, piece or parcel of land situate in Duck Creek Hundred, Kent County, Delaware; having been surveyed by Robert Larimore Surveying, dated 9/11/00; and shown in the record plan titled "Record Plans for Brenford Station - Section 2"; prepared by Larson Engineering, Inc., dated 4/28/06, revised 10/29/06, and recorded among the land records of Kent County, Delaware in plot book 98, page 14, and more particularly described as follows:

Beginning for the same at a concrete monument on the northern right-of-way line of Brenford Station Road, a 70 foot wide right-of-way; at the intersection of the division line between the herein described lands of Brenford Station- Section 2 and the westerly adjacent lands n/f Arthur G. Sedmont (see deed reference K-22-291), as shown on the above referenced record plat.

Thence leaving said beginning point so fixed and binding on the northern outline of the Sedmont lands:

1. North 41°53'25" West, a distance of 1926.40 feet to a concrete monument located on the eastern outline of the northern adjacent lands n/f Frank Willis Ryan Jr. (see deed reference D-115-313).

Thence leaving the Sedmont lands and binding on the eastern outline of the Ryan lands;

2. North 55°09'48" East, a distance of 565.95 feet to a concrete monument located on the western outline of the northeastern adjacent lands n/f Worthington Properties, LLC. (see deed reference D-116-187).

Thence leaving the Ryan lands and binding on the western outline of the Worthington Properties, LLC. lands and the lands n/f G. Preston Burris Jr. (see deed reference K-30-288).

3. South 42°48'14" East, a distance of 1929.90 feet to a concrete monument located on the previously mentioned right-of-way line of Brenford Station Road.

Thence leaving the Burris lands and binding on the right-of-way line of Brenford Station Road the following two courses and distances;

4. South 55°16'20" East, a distance of 400.62 feet to a point of curvature, and thence;
5. By the arc of a curve to the left, a distance of 196.27 feet to the first mentioned point and place of beginning; said curve having a radius of 11,498.87 feet; scribed by a chord of South 54°46'53" West, 196.27 feet.

Containing within said metes and bounds 25.5069 acres of land more or less. Subject to all applicable easements and conditions as shown and or noted on the above referenced record plan.

SCHEDULE "A"

I. Declarant will clear Active Recreation Open Space of garbage and dumped debris, and shall refrain from burying any and all debris in the Neighborhood Open Space.

II. Declarant shall grade all Active Recreation Open Space above the 100-year flood line so that no standing water will remain after a 4 hour period, after a 2 inch rain, and shall not be directly subject to periodic inundation and saturation pursuant to an approved stormwater management facility, shall consist of non hydric soils, with sufficient topsoil for the continuous maintenance of healthy turf grass and shall have a positive drainage outfall.

III. Declarant shall maintain the Active Recreation Open Space in a condition suitable for the recreation use. This shall include the establishment and maintenance of a turf suitable for recreation use according to standards indicated after a complete soil test conducted by the University of Delaware.

IV. Items 1 - 3 must be completed prior to the assumption of any maintenance authority or responsibility by the Maintenance Corporation.

V. Declarant herein agrees to an inspection of the Active Recreation Open Spaces prior to transfer of control of said lands to the Maintenance Corporation.

VI. Example of Active Open Space Maintenance:

1. Lime - 2 tons per acre (less if past farmland limed within 4 years).
2. Fertilizer - (a) 500 lbs. per acre 10-10-10.
3. Spread lime and fertilizer and disc into topsoil 3 - 4 inches.
4. Seed - 240 lbs. per acre
20% Kentucky Bluegrass (2 or more varieties).
80% Tall Fescue (Kentucky 31).
Preferable dates March 15 - May 30 or August 31 - October 15.
5. Mowing not less than 2 1/4 inches in height; often enough so as not to leave matted dead grass.
6. Top dress annually according to soil test by the University of Delaware.