

**** Electronically Recorded Document ****

**Kent County
Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901**

Instrument Number: 2021-421750

Parties:

Recorded As: EREC-MISCELLANEOUS W

Direct- BRENFORD STATION II

Recorded On: June 22, 2021

Indirect- BRENFORD STATION II

Recorded At: 11:04:45 am

Receipt Number: 441291

Number of Pages: 10

Processed By: Patricia Orona

Book-VI/Pg: Bk-RE VI-11164 Pg-330

Total Rec Fee(s): \$133.00

**** Examined and Charged as Follows ****

ERec-M	\$ 126.00	Marginal Notation	\$ 7.00
		Tax Amount	Consid Amt RS#CS#

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

**** DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT ****



Betty Lou McKenna

Tax Map Nos.: See Attached Exhibit A
Prepared by/Return to:
Robert J. Valihura, Jr., Esquire
Morton, Valihura & Zerbato, LLC
3704 Kennett Pike, Suite 200
Greenville, DE 19807

**AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
BRENFORD STATION II**

Pursuant to Article III, Section 1 of the Declaration of Restrictions for Brenford Station II (the "Declaration"), two-thirds (2/3) of the record Owners of the Lots, who have signed below, amend the Declaration, the original of which is recorded in the Office of Recorder of Deeds, in and for Kent County, Delaware, at Instrument No. 2013-246946, in Deed Book RE, Volume 7040, Page 115. The Declaration is hereby amended as follows:

1. Amend Article I, Section 5 by deleting it in its entirety, and replacing it as follows:

"Section 5. Television and Radio Antennas, Satellite Dishes.

Permanent or temporary installation of a satellite dish must meet regulatory standards. No television or radio receiving or transmitting antenna, nor any overhead electrical lines or wires of any kind shall be constructed, placed or maintained on any Lot, nor on the exterior of any Residence or other building on the Lot."

2. Amend Article I, Section 6 by deleting it in its entirety, and replacing it as follows:

"Section 6. Solar Panels.

Solar panels can be constructed or maintained on any Lot provided that architectural standards and guidelines are complied with."

3. Amend Article I, Section 10 by deleting it in its entirety, and replacing it as follows:

"Section 10. Signs and Flags.

No signs of any nature whatsoever shall be erected, placed or maintained on any Lot, except that a single real estate "For Sale" sign may be so placed and maintained. United States of America flags are allowed to be maintained on any Lot provided that they are no larger than three (3) feet by five (5) feet and are not obstructing the view of neighbors. Decorative seasonal flags (flags that depict themes from recognized federal

government holidays, change of seasons or sports teams) are allowed to be maintained on any Lot provided that they are no larger than 12.5" X 18" in size."

4. Amend Article I, Section 11 by deleting it in its entirety, and replacing it as follows:

"Section 11. Fences.

No fences of any kind shall be erected on any Lot without the prior approval of the Architectural Review Committee as defined by Section 28 of this Article I. No fence may exceed six (6) feet in height or be placed forward of the rear of the Residence. Fences must be white vinyl. Fences shall not be allowed on the common areas."

5. Amend Article I, Section 12 by deleting it in its entirety, and replacing it as follows:

"Section 12. Swimming Pools.

No above ground swimming pools whatsoever shall be permitted. In-ground swimming pools may be constructed and maintained subject to prior approval of the Architectural Review Committee. Any such pool must be enclosed to the fullest extent required by law and must comply with all State and local codes and ordinances. Hot tubs on decks must be enclosed/covered. Hot tubs at ground level must be enclosed/covered, and locked (if possible) to ensure safety of residents, pets, etc. Fences must be white vinyl."

6. Amend Article I, Section 20 by deleting it in its entirety, and replacing it as follows:

"Section 20. Window Treatments, Garage Doors, Storm Door and Storm Windows.

All windows from the exterior shall show white or off-white color. The garage door shall be the same color as the trim color of the Residence. Storm windows placed on the Residence shall be the same color as the windows first installed on the Residence. All storm doors placed on the Residence shall be the same color as the windows first installed on the Residence or the same color of the front door of the Residence. Temporary paper "contractor" shades, permanent shades and blinds must be in good condition and well maintained. Any torn, broken, or misshapen shades or blinds must be replaced by homeowner."

IN WITNESS WHEREOF, the parties hereto, pursuant to and authorized by the provisions of Article III, Section 1, two-thirds (2/3) of the record Owners of the Lots, who have signed hereto, have approved the foregoing amendment, hereby make and file this Amendment to the Declaration, this 9th day of June, 2021.

[Signature]
Owner Signature

12 TALLEY DRIVE SMYRNA DE.
Owner Address

[Signature]
Owner Signature

21 PALLETTE DRIVE, SMYRNA DE.
Owner Address

Kath Lopez
Owner Signature

15 Talley Drive
Owner Address

Dorinda Bore
Owner Signature

65 Talley Drive Smyrna DE
Owner Address

[Signature]
Owner Signature

60 Talley Drive, Smyrna DE
Owner Address

[Signature]
Owner Signature

66 Talley Drive, Smyrna, DE
Owner Address

[Signature]
Owner Signature

19 Talley Dr
Owner Address

[Signature]
Owner Signature

11 TALLEY DR SMYRNA
Owner Address

[Signature]
Owner Signature

16 TALLEY DR SMYRNA,
Owner Address

[Signature]
Owner Signature

4 Radley Lane
Owner Address

Carless Lee
Owner Signature

2 Talley Drive
Owner Address

[Signature]
Owner Signature

44 Pallette Dr
Owner Address

[Signature]
Owner Signature

16 Radley Drive
Owner Address

[Signature]
Owner Signature

1 Pallette Dr
Owner Address

[Signature]
Owner Signature

23 Talley Drive
Owner Address

[Signature]
Owner Signature

44 Talley Drive
Owner Address

[Signature]
Owner Signature

54 Talley Drive
Owner Address

[Signature]
Owner Signature

76 Talley Dr
Owner Address

[Signature]
Owner Signature

43 Talley Dr
Owner Address

[Signature]
Owner Signature

48 Talley Dr
Owner Address

[Signature]
Owner Signature

53 Paulette Dr
Owner Address

[Signature]
Owner Signature

52 Talley Dr
Owner Address

[Signature]
Owner Signature

56 Talley Dr
Owner Address

[Signature]
Owner Signature

70 Talley Dr
Owner Address

[Signature]
Owner Signature

74 Talley Dr
Owner Address

[Signature]
Owner Signature

78 Talley Dr
Owner Address

[Signature]
Owner Signature

82 Talley Dr
Owner Address

[Signature]
Owner Signature

86 Talley Dr.
Owner Address

[Signature]
Owner Signature

87 Talley Dr.
Owner Address

[Signature]
Owner Signature

83 Talley Dr.
Owner Address

M. M. M. M.
Owner Signature

73 Tully Drive
Owner Address

Brunetta Brown
Owner Signature

69 Tully Drive
Owner Address

Robert A. Brown
Owner Signature

49 Paulette Dr.
Owner Address

[Signature]
Owner Signature

45 HAVLETTE DRIVE
Owner Address

[Signature]
Owner Signature

41 Paulette Drive
Owner Address

[Signature]
Owner Signature

37 Paulette Dr.
Owner Address

Julie Chandler
Owner Signature

29 Paulette DR.
Owner Address

[Signature]
Owner Signature

30 Paulette Dr.
Owner Address

[Signature]
Owner Signature

26 Paulette Dr.
Owner Address

Alester Richardson
Owner Signature

25 Paulette Dr
Owner Address

[Signature]
Owner Signature

22 Paulette DR.
Owner Address

[Signature]
Owner Signature

17 Paulette DR
Owner Address

[Signature]
Owner Signature

14 Paulette Dr
Owner Address

[Signature]
Owner Signature

9 Paulette Dr.
Owner Address

[Signature]
Owner Signature

18 Paulette Drive
Owner Address

EXHIBIT A

ALL those certain lots, pieces or parcels of land, with the improvements thereon erected, situate in Town of Smyrna, Kent County, State of Delaware, being known as all Open Spaces and Lot Nos. 1 through 67, inclusive, as shown on the Record Plans for "Brenford Station – Section 2", prepared by Larson Engineering, Inc., dated April 28, 2006, last revised October 29, 2007, and recorded February 7, 2008, in the Office of the Recorder of Deeds in and for Kent County, Delaware, in Plot Book 99, Page 11.

LIST OF LOTS AND PARCEL NUMBERS
BRENFOR STATION II

Lot Number	Tax Parcel Number
Open Space	1-17-02803-01-6800-00001
Open Space	1-17-02803-01-6900-00001
Open Space	1-17-02803-01-7000-00001
1	1-17-02803-01-0100-00001
2	1-17-02803-01-0200-00001
3	1-17-02803-01-0300-00001
4	1-17-02803-01-0400-00001
5	1-17-02803-01-0500-00001
6	1-17-02803-01-0600-00001
7	1-17-02803-01-0700-00001
8	1-17-02803-01-0800-00001
9	1-17-02803-01-0900-00001
10	1-17-02803-01-1000-00001
11	1-17-02803-01-1100-00001
12	1-17-02803-01-1200-00001
13	1-17-02803-01-1300-00001
14	1-17-02803-01-1400-00001
15	1-17-02803-01-1500-00001
16	1-17-02803-01-1600-00001
17	1-17-02803-01-1700-00001
18	1-17-02803-01-1800-00001
19	1-17-02803-01-1900-00001
20	1-17-02803-01-2000-00001
21	1-17-02803-01-2100-00001
22	1-17-02803-01-2200-00001
23	1-17-02803-01-2300-00001
24	1-17-02803-01-2400-00001
25	1-17-02803-01-2500-00001
26	1-17-02803-01-2600-00001
27	1-17-02803-01-2700-00001
28	1-17-02803-01-2800-00001

Lot Number	Tax Parcel Number
29	1-17-02803-01-2900-00001
30	1-17-02803-01-3000-00001
31	1-17-02803-01-3100-00001
32	1-17-02803-01-3200-00001
33	1-17-02803-01-3300-00001
34	1-17-02803-01-3400-00001
35	1-17-02803-01-3500-00001
36	1-17-02803-01-3600-00001
37	1-17-02803-01-3700-00001
38	1-17-02803-01-3800-00001
39	1-17-02803-01-3900-00001
40	1-17-02803-01-4000-00001
41	1-17-02803-01-4100-00001
42	1-17-02803-01-4200-00001
43	1-17-02803-01-4300-00001
44	1-17-02803-01-4400-00001
45	1-17-02803-01-4500-00001
46	1-17-02803-01-4600-00001
47	1-17-02803-01-4700-00001
48	1-17-02803-01-4800-00001
49	1-17-02803-01-4900-00001
50	1-17-02803-01-5000-00001
51	1-17-02803-01-5100-00001
52	1-17-02803-01-5200-00001
53	1-17-02803-01-5300-00001
54	1-17-02803-01-5400-00001
55	1-17-02803-01-5500-00001
56	1-17-02803-01-5600-00001
57	1-17-02803-01-5700-00001
58	1-17-02803-01-5800-00001
59	1-17-02803-01-5900-00001

Lot Number	Tax Parcel Number
61	1-17-02803-01-6100-00001
62	1-17-02803-01-6200-00001
63	1-17-02803-01-6300-00001
64	1-17-02803-01-6400-00001
65	1-17-02803-01-6500-00001
66	1-17-02803-01-6600-00001
67	1-17-02803-01-6700-00001

Tax Parcel Numbers: See Attached Sheet

Prepared by and return to:
Bayard, P.A.
222 Delaware Avenue, Suite 900
P.O. Box 25130
Wilmington, DE 19899

DECLARATION OF RESTRICTIONS FOR BRENFORD STATION II

THIS DECLARATION made this 19th day of November, 2013, by **SYLVAN VALLEY REAL ESTATE INVESTMENT, INC.**, a Delaware corporation (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain lots, pieces and parcels of land situate in the Town of Smyrna, Kent County, State of Delaware and known as Brenford Station II, as shown on that certain Record Plan for Brenford Station II (the "Plan"), prepared by Larson Engineering, Inc., dated April 28, 2006, as modified from time-to-time, and recorded in the Office of the Recorder of Deeds in and for Kent County, State of Delaware (the "Recorder's Office"), in Plot Book 99, Pages 11-14, and being more particularly bounded and described as set forth in the attached Exhibit "A" attached hereto (hereinafter the "Property"), and

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

WHEREAS, Declarant desires 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, WITNESSETH, Declarant does hereby covenant and declare that it 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 Declarant, its successors and assigns:

DEFINITIONS

Section 1. The following definitions shall be applicable to the words defined as used herein:

(a) "Lot" shall mean and refer to any plot of land intended for private individual residential use as shown on the Plan, as the Plan may be amended or superseded from time to time; and

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but shall not include a mortgagee who has not obtained fee simple title.

(c) "Builder" shall mean and refer to any person or entity who/which acquires a Lot from Declarant or another builder, not to occupy it as a residence, but in the ordinary course of business, to construct a dwelling on such Lot and sell it to another person, who shall occupy it as a residence.

ARTICLE I GENERAL USE RESTRICTIONS

Section 1. Private Residences.

Except as otherwise provided in this Declaration, the Lot and any residence constructed thereon (a "Residence") shall be used for private residential purposes only, and shall comply with the Kent County Zoning Ordinance, as amended.

Section 2. Trailers, Mobile Homes, Etc.

No temporary structure, including trailers, or mobile homes shall be permitted or maintained upon any Lot, unless used by the Declarant or Declarant's agents in connection with construction of improvements on the Property or sale of Lots.

Section 3. Animals and Pets.

No animals of any kind other than usual household pets shall be kept or maintained on any Lot. No horses, cows, goats, hogs, poultry, pigeons, rabbits, or similar animals shall be kept on any Lot. No kennel for the breeding or boarding of dogs shall be erected maintained or used on any Lot. No more than a total of four (4) dogs, cats and other domesticated animals shall be kept on any part or portion of a Lot or Residence.

Section 4. Vegetable Gardens.

No vegetable gardens shall be kept or maintained on the front yard or side yards of any Lot.

Section 5. Television and Radio Antennas, Satellite Dishes.

No permanent or temporary installation of a satellite dish larger than 18" in diameter or a television or radio receiving or transmitting antenna, nor any overhead electrical lines or wires of any kind shall be constructed, placed or maintained on any Lot, nor on the exterior of any Residence or other building on the Lot.

Section 6. Solar Panels.

No solar panel shall be constructed or maintained on any Lot.

Section 7. Exterior holiday lights and/or ornaments.

Exterior holiday lights and/or ornaments shall be permitted, provided that such lights and/or ornaments are removed no later than January 15th of the year immediately following.

Section 8. Trash Receptacles.

Trash receptacles shall be kept in enclosed areas, hidden from view, except on regular collection days when they may be placed temporarily at the curb.

Section 9. Prohibited Vehicles.

No trucks, buses, travel trailers, boat trailers, boats trailers, boats, utility trailers, commercial vans, tractors, campers, commercial trucks 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, one (1) commercial vehicle limited to manufacturer's maximum rated capacity of not greater than two tons, 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 10. Signs.

No signs of any nature whatsoever shall be erected, placed or maintained on any Lot, except that a single real estate "For Sale" sign may be so placed and maintained.

Section 11. Fences.

No fences of any kind shall be erected on any Lot without the prior approval of the Declarant or the Architectural Review Committee as defined by Article 28 herein. No fence may exceed four (4) feet in height and may not be place forward of the rear of the Residence. Fences must be white vinyl. Fences shall be allowed on the common areas.

Section 12. Swimming Pools.

No above ground swimming pools whatsoever shall be permitted. In-ground swimming pools may be constructed and maintained subject to the prior approval of the Architectural Committee. Any such pool must be enclosed to the fullest extent required by law and must comply with all State and County codes and ordinances. Fences must be white vinyl.

Section 13. Trees, Shrubs and Landscaping.

Any and all trees, shrubs and/or landscaping planted or provided by the Declarant, its successors or assigns, on any Lot must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control. No hedge or similar barrier or mass planting shall be erected or permitted on a Lot except to the rear and side of the Residence. All shrubbery and hedges on the Lot must be kept in a neat and presentable appearance.

Section 14. Lawn Mowing.

Each Owner shall prevent the development of any unclean, unsanitary, unsightly or unkempt conditions of buildings or grounds of the Owner's Lot which shall tend to decrease the beauty or safety of the area as a whole or the specific area, nor shall any owner permit the accumulation of wild growth, tall grass, logs, fallen trees, litter, new or old building materials (for other than immediate use) thereby creating an unsightly, unsanitary or unsafe conditions. In no event shall more than two (2) cords of firewood be stored or accumulated on any Lot.

Section 15. Yard Ornaments.

No statues, sculptures, ornaments, painted trees, bird baths, replicas of animals or other like objects may be affixed to or placed on any Lot or any Residence or other building where they would be visible from any street.

Section 16. Sports Equipment.

No sports equipment of any kind whatsoever shall be erected or maintained on any Lot or on any Residence or other structure located on any Lot at any time, except for temporary or portable sports equipment which must be placed indoors when not in use.

Section 17. Clothes Lines.

No clotheslines shall be maintained on any Lot.

Section 18. Exteriors.

No Owner or occupant of any Residence shall cause or permit any rug, laundry, aerial, fan, wire, or other object to hang from or protrude from any window or door. No "window" air-conditioning units, defined as those air-conditioning units which are housed in a window or wall, and are visible from the exterior of the home, are permitted. The exterior colors of the Residence or any other building located on the Lot shall be within the group of colors known as soft tones as pre-approved by Declarant. In any event, other colors must be approved by the Architectural Committee.

Section 19. Right-of-Ways and Easements.

No structures, improvements, boulders, trees, or equipment, of any nature, except for standard mailbox and post, shall be constructed or installed within the right-of-ways and easements of the Subdivision streets. The Owner of each Lot shall be responsible for maintaining the area between the boundary of the Lot and the actual paved area of the right-of-ways and easements except for those items maintained by the Brenford Station II Maintenance Corporation or utility companies.

Section 20. Window Treatments, Garage Door, Storm Doors and Storm Windows.

All windows from the exterior shall show white or off-white color or a color compatible with the color of the exterior finish of the Residence. The garage door shall be the same color as

the trim color of the Residence. All storm doors and storm windows placed on the Residence shall be the same color as the windows first installed on the Residence.

Section 21. Utility Storage Sheds.

No Lot may contain more than one utility storage shed (“Shed”). Such Shed shall be used exclusively by the owners or occupants of the Lot on which the Shed is located. In any event, no such Shed shall be constructed or maintained upon any Lot until plans for design, color and exact location of the same have been approved by Declarant. The following standards shall apply with respect to the approval of one Shed on each Lot.

(i) Location.

For all Lots, the Shed must be placed a minimum of sixty (60) feet from the front property line, and twenty (20) feet from the side and rear property lines unless the structure is placed one hundred (100) feet from the front property line in which case it may be setback a minimum of five (5) feet from the side and rear property lines.

(ii) Size.

a. The outside foot print of the Shed shall be either square or rectangular and shall be no less than sixty-four (64) square feet or no more than one hundred twenty (120) square feet.

b. The outside depth of the Shed shall be no longer than twelve (12) feet.

c. The maximum height of the Shed shall be ten feet, six inches (10’ 6”) to a ridge which shall be part of an “A” frame roof design.

(iii) Materials And Construction.

a. The roof of the Shed shall have an “A” frame roof design with asphalt shingles that match the type and color of the roof of the Residence on the Lot.

b. The Shed shall be finished on all four sides with vinyl siding which matches or is the same as the vinyl siding of the Residence on the Lot both in style and in color.

c. The color of all trim on the Shed shall match the color of the outside trim on the Residence on the Lot. The color of the door of the Shed shall match the color of the siding of the Shed.

d. All Sheds must be of frame construction. No Sheds shall be constructed from metal, aluminum, steel, etc.

e. The Shed shall only have one door for ingress and egress which must be on the front of the Shed. The front of the She shall face the rear of the home.

f. The Shed must be erected on a firm foundation base so as to maintain the Shed in a level position.

(iv) Landscaping.

All landscaping for the Shed must match the landscaping or shrubs for the Residence. The Shed must be landscaped on all three sides except the front.

Section 22. Business and Institutional Use.

No trade, business or profession shall be regularly conducted or pursued on any Lot or within or without any Residence or other structure, nor shall any Residence or other structure, vehicle or equipment be constructed, placed, maintained or operated, temporarily or permanently, on any Lot for any trade, business, manufacturing, or other commercial, institutional or charitable purpose. Home occupations as defined by local ordinance shall be permitted if in compliance with such ordinance. Declarant is exempt from this provision.

Section 23. Nuisance Prohibited.

No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Lot, including without being limited to explosives, open or smoking fires, unfenced swimming pools, manure and uncovered refuse. No power lawnmower, chainsaw or other power equipment may be operated on any Lot before 8:00 a.m. or after 8:00 pm.

Section 24. Waiver.

Nothing herein shall impose upon Declarant, its successors or assigns, any liability for property damage or personal injury occurring to any person, firm or corporation by reason of the use of the street or open space, or by reason of the use of easements, reserved herein. All persons, firms or corporation using such streets and easements shall do so at their own risk and without liability on the part of Declarant, its successors or assigns.

Section 25. Environmental Permits.

No construction of any nature shall be permitted on any portion of any Lot designated or found to be within the jurisdiction of the United States Corps of Engineers or the Delaware Department of Natural Resources and Environmental Control, Wetlands Section, without obtaining, in addition to the approval of such proposed construction of the Architectural Committee, a permit, if required, from such agencies for said construction activity.

Section 26. Plan Notes Restrictions.

The restrictions recited on all notes contained on the Plan shall be binding to the respective Lots as stated therein, and are incorporated herein by reference and may be enforceable thereby.

Section 27. Notice of Nearby Agricultural Use.

This Property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of this Property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

Section 28. Architectural Review.

Notwithstanding anything contained herein to the contrary, no outbuilding, buildings, structures of a temporary or permanent nature, in ground swimming pools, fences, solar panel or collector, 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 Declarant or a committee appointed by Declarant (hereinafter the "Architectural Review Committee"), except with respect to any buildings or other improvements constructed, changed or altered by a Builder. In the event that Declarant or the Architectural Review Committee 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. Denials submitted to the applicant shall be deemed to have met the thirty (30) day period so long as the denial is sent by certified mail, and the date of stamp by the postal service is within the above stated thirty day period. Declarant or Architectural Review Committee in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which in its opinion are not suitable or desirable to the community. No application can be considered until such time as applicant's maintenance corporation assessments are paid in full. In passing upon such plans and specifications, Declarant or the Architectural Review Committee 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, Declarant shall have the sole and exclusive right to determine when Lot lines and /or street lines shall be "front" or "side" lines.

Declarant shall turn over the function of architectural review to the Brenford Station II Maintenance Corporation according to the terms of Article II Section 2.

Section 29. Day Care Centers, Kindergarten, and 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.

Section 30. Casualty Damage or Destruction.

If any portion of a dwelling on any Lot is damaged or destroyed by fire or other casualty, the Owner shall, with due diligence, rebuild, repair or reconstruct the dwelling to its original appearance and condition immediately prior to the casualty. Repair or reconstruction shall be commenced within four (4) months after such fire or other casualty and shall be thereafter pursued with due diligence to completion unless prohibited by causes beyond the control of the Owner. Notwithstanding the foregoing, the provisions of this Section 23 shall not apply to any Lot or dwelling owned by a Builder.

Section 31. Easements.

Easements and rights-of-ways are hereby reserved in favor of Declarant, its successors and assigns, on, over, under and along all of the Lots, for poles, wires, conduits, pipes, for lighting, heating, gas, electricity, telephone and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, ten (10) feet from the front and rear property lines of each Lot and seven (7) feet from the side property lines of each Lot, together with the right of access thereto for the purpose of further construction and/or repair. A twenty (20) foot wide easement, ten (10) feet on either side of the centerline of the pipe, structure, line or swale, shall be created, wherever possible, where a sanitary sewer or storm sewer exists. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

ARTICLE II

ADDITIONAL FEES AND AUTHORITY OF THE MAINTENANCE CORPORATION

Section 1. A Maintenance Declaration dated January 15, 2008 and of record in the Recorder's Office in Book 4275, Page 34, as it may be amended from time to time, imposed certain obligations upon the Owners of the individual Lots in Brenford Station II.

Section 2. At such time as Declarant deems it appropriate, Declarant shall turn over the responsibilities of architectural review provided for in Article 1, Section 21 to the Brenford Station II Maintenance Corporation. If this has not already been done, the authority and responsibilities of architectural review shall be deemed to have been automatically assigned by Declarant and accepted by the Brenford Station II Maintenance Corporation upon the recording of the deed for the last Lot to be sold for the first time to a homeowner in Brenford Station II. The Brenford Station II Maintenance Corporation shall establish an Architectural Review

Committee and establish such procedures for the membership, meeting and operation of the Committee as it deems appropriate.

ARTICLE III CHANGES IN THE DECLARATION AND RECORD PLAN

Section 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, which shall be recorded in the Recorder's Office, excepting, however, that the Declarant, so long as it is the owner 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 Property, 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 in the Property.

Section 2. As long as it owns at least one Lot in Brenford Station II, Declarant reserves to itself and its successor who may become Declarant, the right to amend the Record Plan of Brenford Station II. By acceptance and recording of a Deed for a property in Brenford Station II, the Owner, for himself and his successors in title, shall be deemed to have given to Declarant his irrevocable power of attorney, coupled with an interest, for the purpose of executing any such re-subdivision plan as Declarant deems desirable provided such re-subdivision plan does not change the boundaries of any Lot already conveyed from the Declarant to Owner.

ARTICLE IV ENFORCEMENT

Section 1. 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 Declarant, its successors and assigns, incurs 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 Declarant, its successors and assigns, for all such expenses. Action of enforcement may be brought by the Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration. The Brenford Station II Maintenance Corporation

as an owner of land in Brenford Station II is to be recognized as one of the parties with authority to enforce these restrictions.

Section 2. There is hereby granted an easement in favor of Declarant, its successor Declarant and assigns, or its agents, for ingress and egress from any Lot during reasonable hours to inspect the Lot for alleged violations of the Declaration and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof.

Section 3. Invalidation of any one of these covenants or restrictions or any portion hereof 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

Section 1. This Declaration shall bind all Lots in the Property owned by Declarant 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. Any Lots eliminated by a re-subdivision of the Property shall no longer be bound by this Declaration.

Section 2. Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or any Builder or each of their 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, posting for sale signs, posting marketing and information signs, or generally carrying on their business as to the development of the Property.

IN WITNESS WHEREOF, Declarant has executed and sealed this Declaration as of the day and year first above written.

Signed and Delivered
in the Presence of:

DECLARANT:
SYLVAN VALLEY REAL ESTATE
INVESTMENT, INC.

Jrene Richards
Witness

By: By/Baker (SEAL)
Name: Barry J. Baker
Title: President

STATE OF DELAWARE)
) SS
COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this ___ day of November, 2013, personally came before me, the Subscriber, a Notarial Officer for the State and County aforesaid, Barry J. Baker, President of Sylvan Valley Real Estate Investment, Inc., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of such entity.

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

Paulette Baker
Notary Public
Printed Name: Paulette Baker
My Commission Expires: 1/19/15

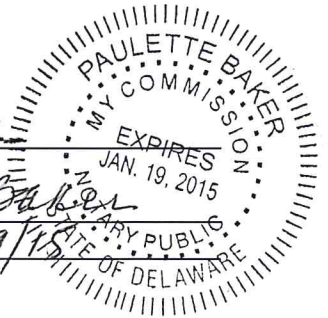


EXHIBIT A

