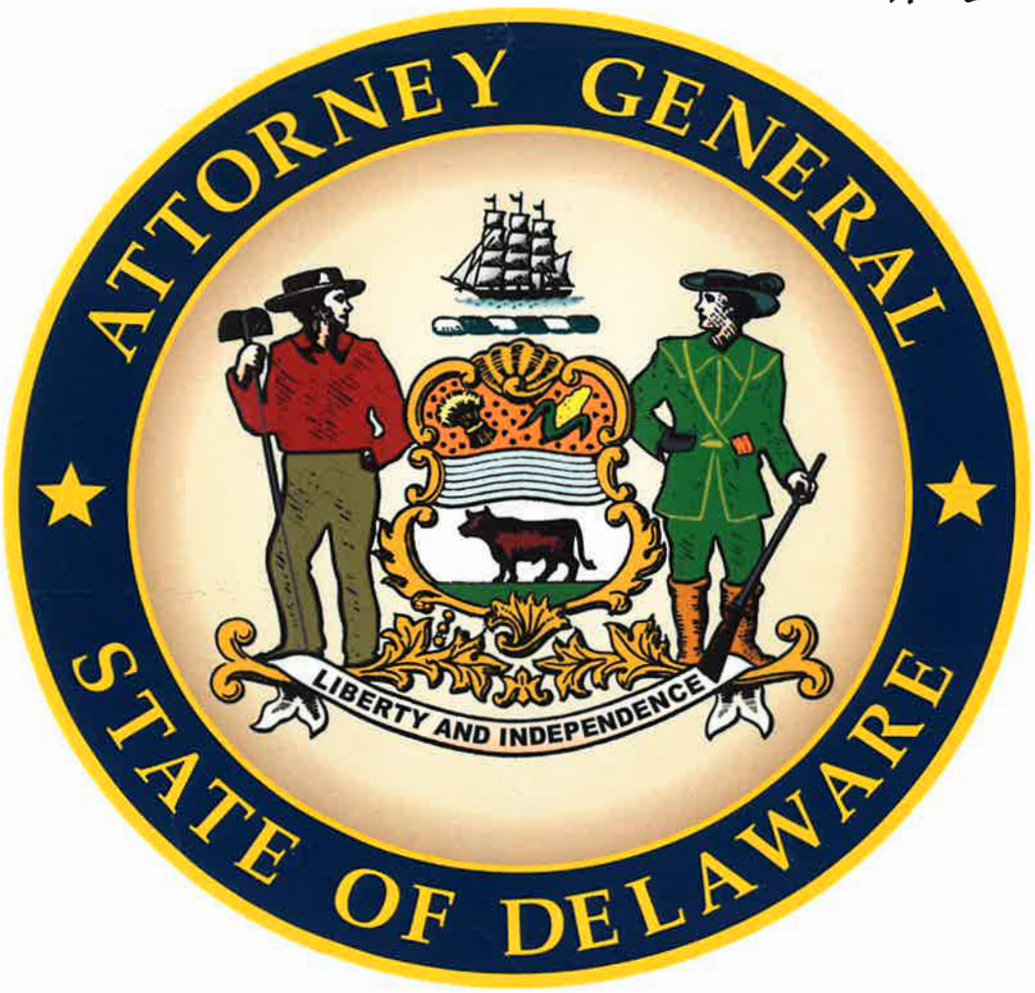
AUGUST 2017



BROOKSIDE COMMUNITY, INC
INFORMATION BOOKLET

PROVIDED BY: DELAWARE DEPARTMENT OF JUSTICE

THE OFFICE OF THE OMBUDSPERSON

BROOKSIDE COMMUNITY, INC.
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THE BROOKSIDE COMMUNITY, INCORPORATED
A COMMUNITY ORGANIZATION
OF RESIDENTS OF BROOKSIDE

900 Marrows Road
Newark, Delaware 19711

October 1971

To The Residents of Brookside:

The official name of our organization is the Brookside Community, Incorporated. The organization was established by Brooksiders in 1953, under the laws of Delaware as a non–profit corporation. The founders intended, as you will note in the Certificate of Incorporation and By–Laws, that our organization should serve two purposes: first, to maintain, operate and develop our community property (the swimming pool and park land) and second, to perform the usual functions of a "Civic Association."

To accomplish these purposes in a democratic way, the By–Laws provide for the election of one representative for each section of Brookside to serve as member on an Executive Board. The Board acts as the "governing body"; the administrative and day–to–day operations of our organization are performed by elected officers and area representatives and appointed committees. All of the Board Members, Officers, Area Representatives, and Committeemen serve without compensation.

To fulfill the intentions set forth above is no small task and they cannot be accomplished without YOUR assistance and cooperation. The development of our community is limited only by our willingness to cooperate. Therefore, give your organization all the support you can.

THE BROOKSIDE COMMUNITY, INC.

A farmland before 1952, Brookside has about 6000 residents and about 1345 homes.

The first Brookside family moved into the community in the late fall of 1952. Section C was the first area to be occupied, and in the following year Section K residents joined the community. In 1954, Section M East and M West were occupied. Section C has 299 homes, Section K has 276 and Section M has 389. Of these 389, 217 are in M West and 172 in M East. There are 198 homes in Section M21, which were built in 1955. Immediately following that, 129 M2M homes were completed. In 1960 construction was begun on the 120 home Fireside section of M2M. The 84 unit complex of apartments known as Brookside Plaza Apartments were constructed in 1969–70. They are however, not a part of the Brookside Community, Incorporated.

People and homes alone do not make a community. Churches, schools, recreation and social facilities, and a form of government are also needed. These, Brookside has, as highlighted in the following pages.

A promising pattern in the self–improvement of home development has been set by Brookside where the Brookside Community, Incorporated, has been organized and is now responsible for the management and maintenance of about $150,000 worth of community property. Here is an organization formed by the residents and for the residents.

The organization was formed in the Fall of 1953. Earlier, a group of 30 residents met weekly for about 6 months, searching for a type of government which would satisfy the community's needs and meet the requirements of the Brookside Deed, a summary of which is given later in this booklet. The group evolved an organization that was ratified by the residents of Brookside. The organization is a non–profit corporation as defined in the charter and by–laws contained in this booklet. The non–profit corporation functions as a small city government and yet avoids the high cost and restrictions usually associated with a corporate town government. In turn, it is limited because it has no power to enact laws but can only act to enforce existing restrictions. Annual dues to BCI are set only by the vote of the residents themselves.

These are some of the accomplishments of the civic organization to date:

(1) Graded and seeded over forty acres of parkland.

(2) Constructed a "Babe Ruth" size baseball field.

(3) Constructed a "Little League" size baseball field with dugout and fences.

(4) Purchased and provides maintenance for street signs (which were originally installed by the Lions Club.)

(5) Constructed five basketball courts. Four have been black-topped.

(6) Installed three tennis courts.

(7) Planted approximately 250 trees on community parkland.

(8) Maintains and operates the Community Building and Pool.

(9) Added intermediate and olympic swimming pools and parking.

(10) Coordinated the installation of street lights.

(11) Established a picnic area near the swimming pool.

(12) Purchased a tractor and mower to mow the grass on all parklands as required.

(13) Represented all residents in appeals to the Zoning Commission, County Board of Assessors, and State Highway Department on matters that concern Brookside residents.

(14) Enforce deed restrictions throughout the community.

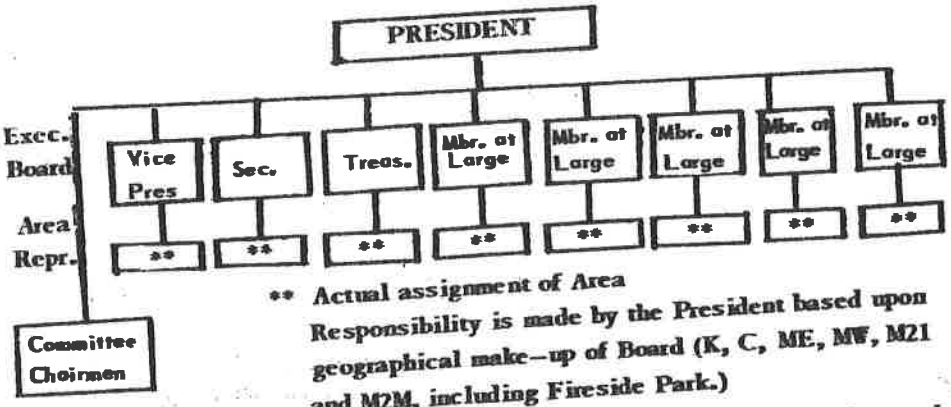
(15) Publishes "The Brooksider" to keep residents informed of all community activities.

(16) Negotiated easements into the parkland and constructed sidewalks into the parklands on these easements.

(17) In 1969 two more members at large were added to the Executive Board.

There have been and will be many more services that the community organization can provide - it needs your help. Every member of the community is invited and urged to help make Brookside a better place in which to live.

This chart shows the community organization:



** Actual assignment of Area Responsibility is made by the President based upon geographical make-up of Board (K, C, ME, MW, M21 and M2M, including Fireside Park.)

There is usually one Area Representative for each 20–25 homes in each section. Every dues paying member of household gets two votes by mail. Likewise every householder is eligible to run for any office.

SWIMMING POOL – COMMUNITY BUILDING

The Swimming Pool Complex features four pools, beginning with the Toddler's Splash Pool. Then a three foot deep Intermediate Pool for the beginner. For the family there is the Kidney Shaped Pool, three to ten foot deep, for diving, swimming or relaxing. The serious swimmer and diver can enjoy himself in the 25 Meter Olympic Pool where competitive meets are held with surrounding communities.

Modern purification, filtering and pumping facilities are located next to the pools for sanitation and safety.

The area surrounding the pools is grassed, and the entire area is enclosed by a fence.

AMBULANCE SERVICE

Aetna Hose, Hook and Ladder Company also provides complete emergency ambulance service to Newark area residents. Brooksiders can get this service by calling the Aetna Company. Yearly membership is $3.00.

SHOPPING CENTER

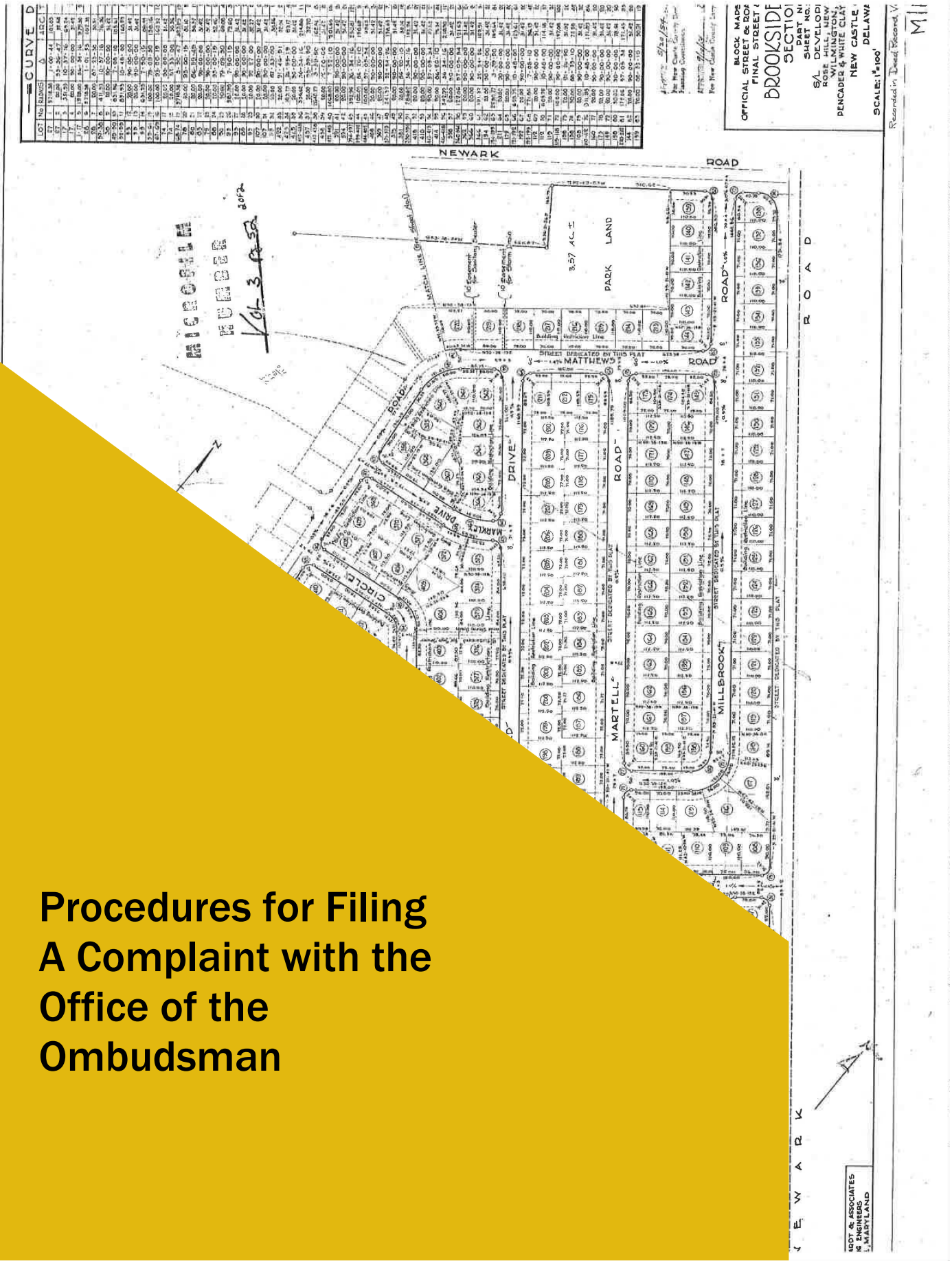
A large modern shopping center is located in the heart of Brookside. A modern super market occupies about 18,000 square feet. Other stores include a drug store, a bank, a dry cleaner, a hardware store, a barber shop, a beauty parlor, a gift shop, a delicatessen, a bowling alley, a 5 & 10, a restaurant, and a discount toy store. The Shopping Center has ample parking facilities for several hundred cars.

NEWSPAPER

Brookside residents are kept informed of community activities through their own newsletter, "THE BROOKSIDER", devoted to news of Brookside. The attractive publication is delivered free to every home once a month. It is also sent to state and county officials, school officials, and local organizations.

BROOKSIDE ACTIVITIES COUNCIL

To co-ordinate and encourage social and recreational activities within the Brookside Community are the objectives of the Brookside Activities Council. The Council was formed at the suggestion of the community organizations as an independent body and sponsors activities in the best interest of the community. Activities of the Council include the Mrs. Brookside Contest, Halloween, Christmas and Easter parties for children, teen age dances and parties, adult dances, and programs for swimming events at the pool. In addition, each year an award is made to "The Brooksider of the Year."



Procedures for Filing A Complaint with the Office of the Ombudsman

PROCEDURE FOR FILING A COMPLAINT WITH

THE OFFICE OF THE COMMON INTEREST COMMUNITY OMBUDSPERSON

Filing a Complaint with the Office of the Ombudsperson is a two-step process:

First, you must try to resolve your complaint through an "*Internal* Dispute Resolution" process (or "IDR" process) between a homeowner and the board. Either a homeowner or the board can start the IDR process by sending a written IDR complaint to the other.

Second, if the board ignores the IDR complaint, or does not take part in an IDR process, or if the board does not resolve the complaint internally, you can file a "Contact/Complaint" form with the Office of the Ombudsperson.

Details of each part include:

1. File your IDR complaint with the Board, First. Ombudsperson Cannot Review a Complaint of Violation of Law or Governing Documents Unless The Board First Gets A Written IDR Complaint:

- A unit owner or board must first try to resolve a complaint of violating the law or documents governing the Community by using the Association's Internal Dispute Resolution complaint form.
    - If the board has no IDR rules or forms the board must follow the steps in the "Ombudsperson's Template for Internal Dispute Resolution." It is available on the Ombudsperson's website. A "template" is a "sample" or "example" form.
    - Write your complaint on the board's complaint form. But, if board has none, write your complaint on the form attached to the "Ombudsperson's Template for Internal Dispute Resolution." The IDR Complaint form is the last two pages of the Template.
    - If a homeowner sends an IDR complaint to the board, the board must use the board's IDR complaint form and the steps in its bylaws. If the Association has no IDR Form, it must use the Ombudsperson's Template for Internal Dispute Resolution.
    - If the board does not use the steps to IDR, or does not respond to your complaint in 20 days, you can file the complaint with the Office of the Ombudsman. Report the board's failure to use IDR on the Ombudsperson's Contact/Complaint Form besides the underlying complaint.
    - If a homeowner does not follow the deed restrictions, bylaws or rules, the board can use with any process or remedies available allowed in the governing documents.
- An "interested person" *other than a unit owner*, or a board, should also first try to resolve a complaint through the association's or Ombudsman's IDR procedure.

- The "Internal Dispute Resolution Complaint" is the last 2 pages of the Template IDR procedure. It leaves little room for a complaint, but invites adding pages. The online Template automatically lines as needed. Print or make enough copies for you and the board.
    - Please be specific and detailed in describing your complaint.
    - Use the following outline:
        - Describe the general complaint (for example: "The board refused me access to financial documents.")
        - Next, state the name of the document and section that governs your complaint (for example "Bylaws, Article 4, Section 4.").
        - Then, write out the exact words of the rule violated. Include necessary parts of the community's declarations or certificate of incorporation, or bylaws, or rules, or regulations, and any statutes involved. This makes a "roadmap" to understanding your complaint. It will help both the board and the homeowner to understand the governing documents and the complaint. It will also help the Ombudsperson if review is required.
        - Explain your complaint like you are telling someone you don't know.
        - Start at the beginning and explain your complaint in order things happened. It is the easiest way for others to understand.
        - State exactly what you want the board to do. Tell the board what *action* you are asking the board to take or *the outcome or result* you want from the board.
    - Sign and date your complaint and add your address, telephone number and email address.
    - Make and keep a copy for yourself. Check off how you delivered the complaint to the board.

2. Filing the Complaint- Use the Ombudsperson's "Contact/Complaint" Form:

- If the board does not resolve your IDR issue, and your claim involves violation of the law or documents governing your community, you can file the complaint for review by the Office of the Ombudsperson.
- Get a copy of the Ombudsperson's "Contact/Complaint" Form from the internet or by calling the Ombudsman's Office. You can fill out, print and even file the Contact/Complaint Form on the Ombudsperson's Website. Read all of it before filling it out. Make copies for yourself.

- The Ombudsperson's Act requires the Complaint to include "Required Information." It requires you to attach a copy of the community's "governing documents." These include: the declaration; the certificate of incorporation; the bylaws; and the rules and regulations of your community, and other information. Attach everything you sent to the board in the IDR complaint, and all documents sent to you by the board. You need not send a second copy of any document sent by you or the board in the IDR.

- When you complete your Complaint Form and attach all the documents, deliver it to the Office of the Ombudsperson, by hand, by mail, or by email. The address and contact information is on the form. Also, send a check for $35 to Department of Justice, Office of the Ombudsperson.

- The Contact/Complaint Form:

    - Must be filed with the Ombudsperson within 30 days of the final adverse decision of the board, or the board's refusal to take part in internal dispute resolution (the Ombudsperson may extend this for "good cause");

    - Must be completed in writing on a "Contact/Complaint Form" from the Office of the Common Interest Community Ombudsperson (available at the website of the Office of the Ombudsperson or by calling the number below);

    - Must include copies of any "Required Information"[1] listed in the Contact/Complaint Form and all supporting documents, correspondence and other materials about the issue and the decision, and

    - Must include a check for the $35 filing fee[2] attached, (the Ombudsperson can reduce this for "good cause"). Make the check payable to "Department of Justice, Office of the Ombudsperson."

You can contact the Office of the Ombudsperson:

Delaware Department of Justice
Office of the Common Interest Community Ombudsperson
820 N. French Street
Wilmington, DE 19801
Tel: 302-577-8600
Outside New Castle County: 800-220-5424
Fax: 302-577-6499
email: CIC.OmbudsmanDOJ@state.de.us
Web site: http://attorneygeneral.delaware.gov/fraud/cpu/ombudsman.shtml

[1] 29 *Del. C.* §2545 (a)
[2] 29 *Del. C.* §2544 (15)

The Ombudsperson will review your complaint and the submitted materials. If the complaint seems "meritorious and appropriate," the Ombudsperson may offer meetings, mediation, arbitration or other forms of Alternative Dispute Resolution (ADR) to the parties, to help resolve the claim. The parties must agree in writing before the Ombudsman can provide ADR. The Ombudsman can provide ADR only if both sides agree. **The Ombudsperson cannot not make orders like a court, unless the parties agree to binding arbitration, in writing. More information about ADR is on the website. The Act requires a modest fee for ADR services.**

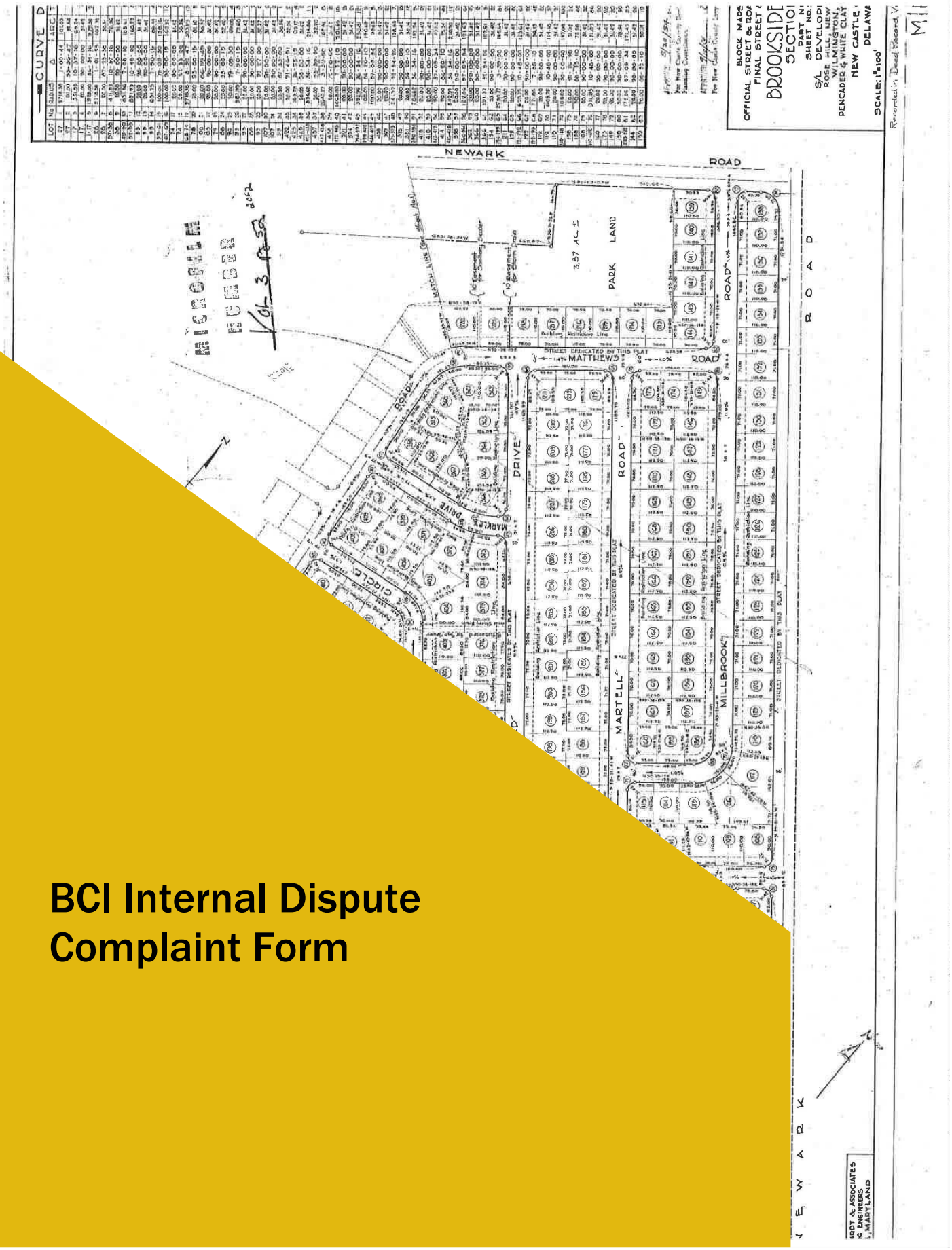
The Ombudsperson can investigate a complaint, if necessary, through:

- subpoenaing witnesses;
- compelling the attendance of witnesses;
- compelling witness testimony;
- administering oaths or affirmations;
- taking evidence;
- subpoenaing books, records, papers, or other evidence needed for exercising the powers or performing the duties of the Ombudsperson.

- The Ombudsperson can offer to provide meetings, mediation or other forms of Alternative Dispute Resolution including binding or non-binding arbitration to help resolve the claim, whenever the parties agree in writing.

- The Ombudsperson can refer a claim of violation of existing Delaware law to others within the Department of Justice or any other appropriate law-enforcement agency, in the Ombudsperson's discretion.

- The Ombudsperson may exercise discretion and drop an action, but will tell the parties.



BCI Internal Dispute Complaint Form

THE BROOKSIDE COMMUNITY, INC. ("BCI")
900 Marrows Road
Newark, Delaware 19713
(302) 738-4114

1. A Unit Owner or other interested person may present a Common Interest Community (CIC) Complaint to BCI.[1] BCI may present a CIC Complaint to a Unit Owner or other interested person. Whoever presents a CIC Complaint is the "Complainant." Whoever the CIC Complaint seeks a response from is the "Respondent."

1.2. A Unit Owner shall not be charged a fee to participate in the process unless BCI determines the process is being abused.

2. The CIC Complaint must be on the attached CIC Complaint Form, or be substantially similar to the CIC Complaint Form. BCI will provide a copy of the Form to the Unit Owner upon request, or otherwise make the form generally available.[2]

3. The Complainant must deliver the completed CIC Complaint, including all required supporting information to the Respondent in person or by mail or delivery service. A BCI representative shall mark on the CIC Form the date the CIC Complaint is received, and shall mark the date of receipt on copies of the CIC Form if requested by the Unit Owner.[3]

3.1 For the purposes of these procedures a party makes "delivery"[4] in one of the following ways:

- hand delivery by or to a Unit Owner to the Respondent's current address or by services such as FedEx, UPS or other delivery service that creates a record of delivery; or
- registered or certified mail, return receipt requested; or USPS "delivery confirmation," at the address provided by BCI or the Unit Owner.

3.2 If a Unit Owner delivers a CIC Complaint to BCI, BCI must participate in this internal dispute resolution procedure.

4. BCI must deliver written acknowledgment of receipt of a Unit Owner's CIC Complaint to the Unit Owner within 14 days of receipt by any of the means described in paragraph 3.1.[5]

5. Any specific documentation required in support of the CIC Complaint must be delivered with the CIC Complaint, and must be described in the CIC Complaint.[6] This documentation may include:

- the Certificate of Incorporation;
- the Declaration;
- the Bylaws;

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[1] 29 *Del. C.* §2544 (8)
[2] 29 *Del. C.* §2544 (8) (a), (b)
[3] 29 *Del. C.* §2544 (8) (c)
[4] 29 *Del. C.* §2544 (8) (c), (d)
[5] 29 *Del. C.* §2544 (8) (d)
[6] 29 *Del. C.* §2544 (8) (e)

- any Rules of BCI;
- any other governing document of BCI;

and, if needed for the issue in dispute:

- notice letters, correspondence;
- bills;
- checks;
- photographs; and
- any other document or evidence that supports the CIC Complaint, or is relevant to the matter complained about.

5.1 BCI will make and provide a copy of the governing documents to the Unit Owner upon request, including the Certificate of Incorporation, Declarations, Bylaws, Rules, covenants or any other documents creating or governing BCI and other pertinent books and records of BCI.[7]

5.2 If the Complainant or Respondent relies upon any law or regulation applicable to the CIC Complaint, they should provide that information, and describe the desired action or resolution in the CIC Complaint.[8]

6. The Respondent, if it is BCI, shall review the CIC Complaint at the next meeting of the Executive Board and within 10 days after such review, make a reasonable, efficient, and timely request for any additional information that is necessary for the Unit Owner to provide in order to continue processing the CIC Complaint.[9] A Unit Owner who is a Respondent, may request additional information within 20 days of receipt of the Complaint.

6.1 The Complainant will provide the requested information, if any, within 10 days of the request, unless there is good cause. If there is good cause, the Complainant must notify the Respondent of the earliest date when the information can be provided.

6.2 The Respondent must respond to and act upon the CIC Complaint within 20 days after the Complainant provides the information requested or the time expires, unless there is good cause for a reasonable delay.[10]

7. BCI must provide the Unit Owner with reasonable notice of the date, time, and location that BCI will consider the CIC Complaint.[11]

7.1 For purposes of paragraph 7, "reasonable notice" is not less than 7 days prior to the date for consideration of the CIC Complaint.[12]

7.2 BCI will deliver notice of the date, time, and location for consideration of the CIC Complaint to the Unit Owner by the means described in section 3.1[13]

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[7] 25 *Del. C.* §81-318 (a)(4), (b)
[8] 29 *Del. C.* §2544 (8) (e)
[9] 29 *Del. C.* §2544 (8) (f)
[10] 29 *Del. C.* §2544 (8) (f)
[11] 29 *Del. C.* §2544 (8) (g)
[12] 29 *Del. C.* §2544 (8) (g)

8. BCI will permit the Unit Owner a reasonable opportunity to explain the Unit Owner's position and evidence and to question witnesses. BCI may similarly ask the Unit Owner questions and question others.

8.1 Each party must treat the other with dignity, respect, and civility. Neither party need tolerate rudeness, name calling, or disrespect. Either party may call a 10 minute recess in the meeting for the purpose of restoring proper decorum.

9. No later than 14 days after consideration of the CIC Complaint, BCI shall issue its final determination of the CIC Complaint in writing. BCI shall deliver written notice of the final determination to the Unit Owner.[14]

9.1 The notice of final determination shall be dated with the date of issuance and include:

- the written final determination with an explanation of the decision;
- specific quotation of BCIs' declaration, bylaws, rules or other governing documents, or
- a reference to an applicable law or, regulation or rule that led to the final determination of BCI;[15] as well as,
- any supporting documents, correspondence, and other materials related to the final decision;

that led to the final determination.

10. The notice of final determination, if adverse to the Unit Owner, shall inform the Unit Owner of the right to submit BCI's final determination to the Office of the Ombudsperson[16] in substantially the following form:

> "You have the right to file a notice of final adverse determination with the Common Interest Community Ombudsman in accordance with 29 *Del. C.* §2544 (9), (10).
>
> The notice to the Ombudsperson:
>
> - must be filed within 30 days of the date of the final adverse decision;
> - must be in writing on a 'Contact/Complaint' form provided by the Office of the Common Interest Community Ombudsperson (Ombudsperson) (available at the website of the Ombudsperson or by calling the number below);
> - must include copies of any Required Information[17] listed in the Contact/Complaint form and supporting documents, correspondence and other materials related to the decision; and
> - must be accompanied by a $25 filing fee[18] (unless waived by the Ombudsperson for good cause).

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[13] 29 *Del. C.* §2544 (8) (g)
[14] 29 *Del. C.* §2544 (8) (h)
[15] 29 *Del. C.* §2544 (8) (i)
[16] 29 *Del. C.* §2544 (9), (10)
[17] 29 *Del. C.* §2545 (a)
[18] 29 *Del. C.* §2544 (15)

You may contact the Office of the Ombudsperson at any of the following:

Delaware Department of Justice
Office of the Common Interest Community Ombudsperson
820 N. French Street
Wilmington, DE 19801
Telephone: (302) 577-8400
e-mail: Common.Interest.Commuity.Ombudsperson@state.de.us"

THE BROOKSIDE COMMUNITY, INC. ("BCI")
900 Marrows Road
Newark, Delaware 19713
(302) 738-4114

COMMON INTEREST COMMUNITY (CIC) COMPLAINT FORM

Pursuant to Chapter 25 of Title 29 of the Delaware Code, the Executive Board (Board) of **The Brookside Community, Inc.** ("BCI") has established this complaint form for use by persons who wish to file written CIC Complaints with BCI regarding the action, inaction, or decision by the governing board, managing agent or association inconsistent with the Declaration, Bylaws, Rules or any governing document of BCI, or applicable law. This form may also be used by BCI to initiate CIC Complaints to Unit Owners or other interested persons.

Legibly describe your CIC Complaint in the area provided below, as well as the requested action or resolution of the issues described in the complaint. Please state the specific facts and circumstances at issue and quote the specific provisions of the governing documents, Delaware laws and regulations that you rely upon in support of your CIC Complaint. If you need more space, please attach additional pages to this CIC Complaint Form. Also, please attach any supporting documents, correspondence and other materials related to the Complaint.

_____

_____

_____

_____

_____

_____

Please sign, date, and print your name and address below and submit this completed form to BCI at the address listed above.

Printed Name:

_____
Signature Date:

Your Mailing Address:
Lot/Unit Address:
Your Contact Preference: ☐ Phone ☐ eMail
Your eMail Address:
Your Phone Number:
☐ Other:

NOTICE:

If BCI issues a final decision adverse to your CIC Complaint, you have the right to file a notice of final adverse decision with the Common Interest Community Ombudsperson in accordance with 29 *Del. C.* §2544 (9), (10). The notice must be filed within 30 days of the date of the final adverse decision, must be in writing on the "Contact/Complaint" form provided by the Office of the Common Interest Community Ombudsperson (Ombudsperson); must include copies of any "Required Information" and supporting documents, correspondence and other materials related to the decision, and must be

accompanied by a $25 filing fee, unless waived for good cause by the Ombudsperson. The Ombudsperson may be contacted at:

Delaware Department of Justice
Office of the Common Interest Community Ombudsperson
820 N. French Street
Wilmington, DE 19801
Tel: (302) 577-8600

eMail: Common.Interest.Community.Ombudsperson@state.de.us

I hereby certify that I caused this CIC Complaint and all attached documents to be delivered to BCI at the address provided by BCI on _____ [Date] at _____ o'clock am. / pm., by the following means of delivery:

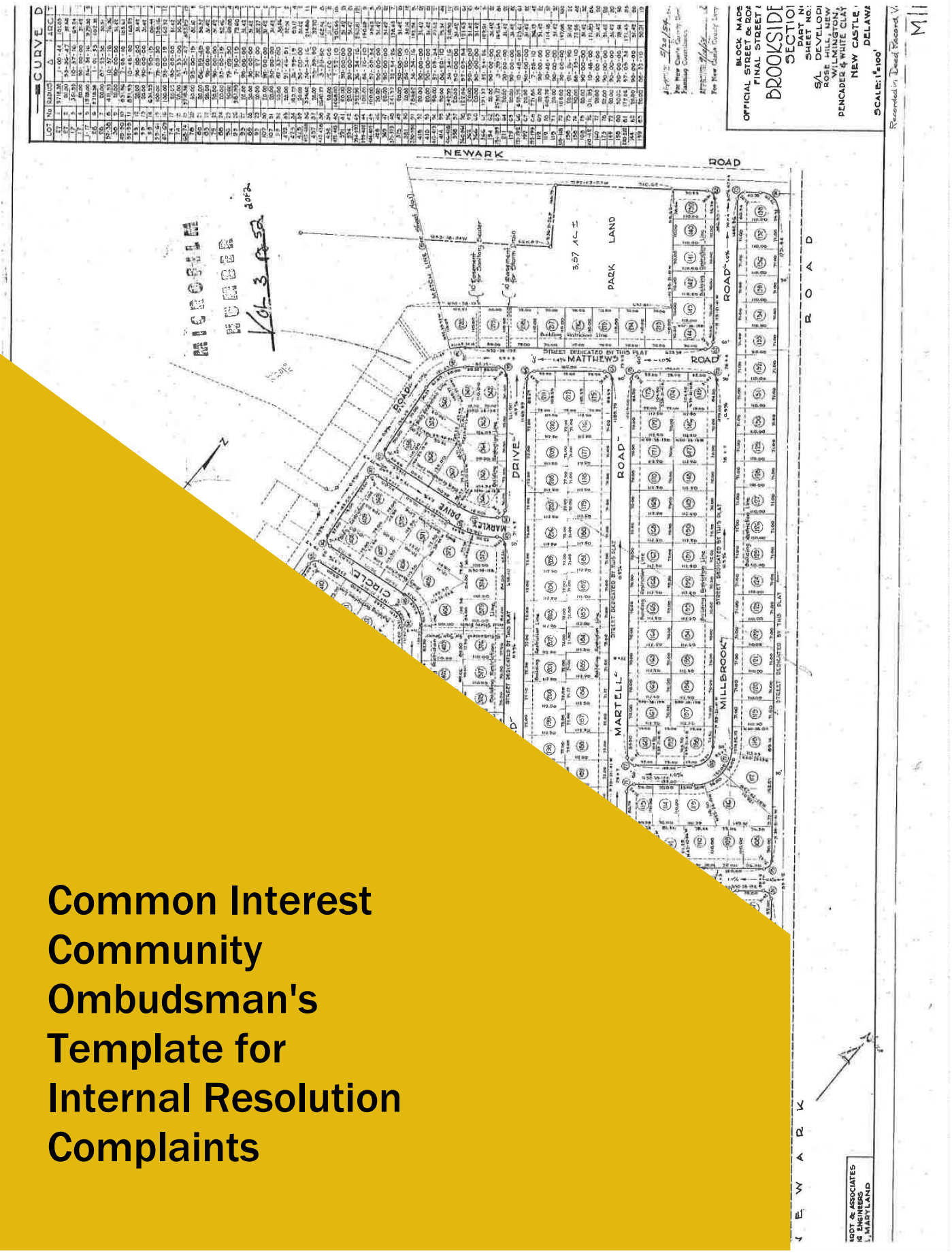
[Check one:]

_____ I personally delivered the papers to the current address of BCI.
_____FedEx, to the current address provided by BCI
_____UPS, to the current address provided by BCI
_____other delivery service that creates a record of delivery [specify] _____ to the current address provided by BCI.
_____registered mail, return receipt requested, to the current address provided by BCI.
_____certified mail, return receipt requested, to the current address provided by BCI.
_____USPS "delivery confirmation," to the current address provided by BCI.
_____ _____.

I further certify that I have made and kept a record of delivery.
Your Name [printed or typed]:

Signature:_____

Date:



Common Interest Community Ombudsman's Template for Internal Resolution Complaints

COMMON INTEREST COMMUNITY OMBUDSPERSON'S TEMPLATE FOR HOMEOWNERS' ASSOCIATIONS' EXECUTIVE BOARDS TO ADOPT FOR *INTERNAL* RESOLUTION OF COMPLAINTS

Introduction

The Common Interest Community Ombudsperson Act requires the Ombudsperson (the "Ombudsperson" or "Office"). "To establish a template of reasonable written procedures for the executive board of a common interest community Association to adopt to internally handle complaints from Unit Owners and other interested parties." 29 *Del. C.* §2544 (8). The Act states:

> "Each common interest community association shall establish and adhere to the established written procedures when resolving complaints from Unit Owners and other interested parties.
>
> The procedures established by the Ombudsperson and adhered to by the Association may include the following, in addition to procedures outlined in the common interest community Association's declaration, bylaws, or other governing documents."

- The Office of the Ombudsperson interprets this as requiring each "common interest community" (CIC) Association to follow a written procedure for *internally* and informally reviewing and resolving Unit Owner complaints and Association Complaints against a Unit Owner.
- An Association should comply with the requirement of a written procedure by adapting the Ombudsperson's Template, consistent with procedures in the Association's declaration, certificate of incorporation, bylaws, rules and law, and "due process" including "notice and opportunity to be heard."
- The Ombudsperson recommends that boards adapt procedures from the governing documents into a single written "Internal Dispute Resolution" (or IDR) procedure, and resolve any conflicts with the requirements of section 2544 (8), using current understandings of "due process."

If an Association has no written IDR procedure for resolving complaints from or about Unit Owners, the board should adapt the following procedure to conform to its governing documents.

- The Office will apply this Template procedure if the Association does not adopt its own.
- A unit owner may edit this Template to file a complaint with the board if the association has no IDR procedure.
- The Association can use this procedure for claims against an Owner, as limited in the procedure.

The Office recommends that each Association let Owners know about use of the CIC Complaint forms and give an "opportunity to be heard" *before* filing a lawsuit, or recording a lien on an Owner's home.

An Owner with a complaint must first use an IDR process to let the board know of a claim involving violation of a governing document or statute before the Ombudsperson can review the complaint. You must file your completed CIC Complaint form with the board. Do not send it to the Ombudsperson unless it is not resolved *internally*. Then you must attach it to the Ombudsperson's "Contact/COMPLAINT." That is explained in the "Procedure for Filing a Complaint" on the website.

You can fill out this IDR Complaint form online and print it. Send it to the board, not to the Ombudsperson. Save your copy or print enough for you, the board, and the Ombudsperson.

Please direct comments about this form and these procedures to the Ombudsman.

[FILLABLE: Insert Name of Common Interest Community Association]

[FILLABLE: Insert Address and Telephone Number of Association or Managing Agent]

PROCEDURE TO FILE AN INTERNAL COMPLAINT WITH THE BOARD

1. The Unit Owner or other interested person may deliver a Common Interest Community (CIC) Complaint to the Association.[1] The Association may deliver a CIC Complaint to a Unit Owner ("Owner") or Other interested person. Whoever delivers a CIC Complaint is the "Complainant." Whoever the CIC Complaint seeks a response from is the "Respondent."

1.2. The Association shall not charge an Owner a fee to use the process, unless the Association determines the process is being abused.

2. The Complaint must be on the attached CIC Complaint Form, or one substantially similar to the CIC Complaint Form. The Association will provide a copy of the Form to the Owner upon request, or otherwise make the form generally and easily available.[2]

3. The Complainant must deliver the completed CIC Complaint, including all required supporting information to the Respondent. The respondent shall mark on the CIC complaint the date of receipt, and shall mark the date of receipt on copies of the CIC Form if requested by the complainant. [3]

3.1 For these procedures, a party makes "delivery"[4] to the current address provided by the other party in one of the following ways:

- In person,
- hand delivery ,
- USPS "Delivery Tracking,"
- FedEx or other delivery service that creates a record of delivery,
- registered or certified mail, return receipt requested ,or,
- if consistent with established procedure of the Association, by electronic means, provided the sender retains sufficient proof of the electronic delivery.

3.2 If a Unit Owner delivers a CIC Complaint to the Association, the Association must use this Internal Dispute Resolution procedure.

4. An Association must acknowledge receipt of an Owner's CIC Complaint in writing within 14 days of receipt by any of the means described in paragraph 3.1.[5]

5. The complainant must deliver any specific documents required to support the CIC Complaint with, the Complaint, must describe the documents and the requested action or resolution.[6] The documentation may include:

- the Declaration;
- the Certificate of incorporation;
- the Bylaws;

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[1] 29 *Del. C.* §2544 (8)
[2] 29 *Del. C.* §2544 (8) (a), (b)
[3] 29 *Del. C.* §2544 (8) (c)
[4] 29 *Del. C.* §2544 (8) (c), (d)
[5] 29 *Del. C.* §2544 (8) (d)
[6] 29 *Del. C.* §2544 (8) (e)

- any Rules of the Association;
- any other governing document of the Association;
- notice letters, correspondence;
- bills;
- checks;
- photographs;
- any other document or evidence that supports the CIC Complaint, or applies to the claim, and
- if known, a reference to the law, restriction or regulation applicable to the complaint.

5.1 The Association will make and provide a copy of the governing or corporation documents to the Owner on request. Governing documents include: declarations, the certificate of incorporation, bylaws, rules, covenants or any other documents creating or governing the Association. Corporation documents include other applicable books and records of the Association.[7]

5.2 If the Complainant or Respondent relies upon any law or regulation applicable to the CIC Complaint, they should provide that information, and describe the desired action or resolution in the CIC Complaint.[8]

6A. A party to a dispute may request the other party, in writing, to "meet and confer" in an effort to resolve the dispute. The board shall promptly designate a director to meet and confer. The parties shall meet promptly at a mutually convenient time and place, informally explain their positions to each other, and confer in good faith in an effort to resolve the dispute. Anything the parties agree to must be put in writing and signed by the parties, including a designee of the association. The agreement binds the parties and is judicially enforceable if is signed by the parties; is not in conflict with law or the governing documents of the Association; and is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.

6B. If the dispute requires additional information, the Association may within 20 days after, make a reasonable, efficient, and timely request for any additional information that is necessary for the Owner to provide in order to continue processing the CIC Complaint.[9] An Owner who is a Respondent, may request additional information within 20 days of receipt of the Complaint.

6.1 The Respondent will provide the requested information, if any, within 10 days of the request, unless there are unforeseen circumstances. If there are unforeseen circumstances the Respondent must notify the Complainant when the information will be provided.

6.2 The Respondent must respond to and act upon the CIC Complaint within 20 days after the Complainant provides the information requested, or the time expires.[10]

7. The Association must deliver notice to the Owner not less than 7 days before, of the date, time, and location that the Association will consider the CIC Complaint by any means described in section 3.1[11]

8. The Association must give the Owner a full opportunity to explain the Owner's position and evidence, and to call and question witnesses, Association members, employees or representatives. The Association may ask the Owner questions, call and question others.

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[7] 25 *Del. C.* §81-318 (a)(4), (b)
[8] 29 *Del. C.* §2544 (8) (e)
[9] 29 *Del. C.* §2544 (8) (f)
[10] 29 *Del. C.* §2544 (8) (f)
[11] 29 *Del. C.* §2544 (8) (g)

8.1 Each party must treat the other with civility, dignity and respect. Neither party need tolerate shouting, rudeness, name-calling, or disrespect. Either party may call a 10 minute recess in the meeting.

9. No later than 14 days after the meeting considering the CIC Complaint, the Association shall make its final determination in writing. The Association shall deliver written notice of its final determination to the Owner.[14]

9.1 The notice of final determination shall bear the date of issuance and include:

- the written final determination explaining reasons for the decision;
- quotation of the Associations' declaration, certificate of incorporation bylaws, rules or other governing documents; or
- a reference to any applicable law, regulation or rule that led to the final determination;[15]
- any supporting documents, correspondence, and other materials that led to the final determination;
- the registration number for the Association,[16] if any; and
- the name and license number of the community manager,[17] if any.

10. The notice of final determination must inform the Owner of the right to submit the Association's final determination to the Office of the Ombudsperson[18] in substantially the following form:

"**Notice:**

If the board issues a final decision denying your CIC Complaint, or if the board does not respond to it after 20 days, you have the right to file a Notice of Final Adverse Decision with the Common Interest Community Ombudsperson under to 29 *Del. C.* §2544 (9), (10).

The notice to the Ombudsperson:

- must be filed within 30 days of the final adverse decision (unless waived by the Ombudsperson for good cause);
- must be in writing on the Ombudsperson's 'Contact/Complaint' form (available on the website of the Ombudsperson or by calling the number below). Fill out the "Contact/COMPLAINT" form completely;
- must include the complete IDR complaint with attachments;
- must include a copy of the board's written decision;
- must include copies of any Required Information[19] listed in the Contact/Complaint form and supporting documents, correspondence and other materials related to the decision; and
- must enclose the $35 filing fee[20] (unless waived by the Ombudsperson for good cause).

You may contact the Office of the Ombudsperson through:

Delaware Department of Justice
Office of the Common Interest Community Ombudsperson
820 N. French Street

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[14] 29 *Del. C.* §2544 (8) (h)
[15] 29 *Del. C.* §2544 (8) (i)
[16] 29 *Del. C.* §2544 (8) (i)
[17] 29 *Del. C.* §2544 (8) (i)
[18] 29 *Del. C.* §2544 (9), (10)
[19] 29 *Del. C.* §2545 (a)
[20] 29 *Del. C.* §2544 (15)

Wilmington, DE 19801
Telephone: (302) 577-8400
email: CIC.OmbudsmanDOJ@state.de.us"

FILLABLE: [Insert Name of Common Interest Community Association]

FILLABLE: [Insert Address and Telephone Number of Association or Managing Agent]

COMMON INTEREST COMMUNITY (CIC) INTERNAL COMPLAINT FORM

The Board of Directors (Board) of the **[FILLABLE: Community Association Name]** (the "board") adopted this complaint form to file written CIC Complaints with the board for the action, inaction, or decision by the governing board, managing agent or association you claim is inconsistent with the Declaration, Certificate of Incorporation, Bylaws, Rules or any governing document of the Association, or applicable law.

Instructions: [You can fill-in this form online at the Ombudsman's website]

Legibly write your CIC Complaint in the spaces below.

- Please write the facts and circumstances of your claim, in the order they happened.
- Please *quote the specific parts of the governing documents, Delaware laws and regulations* that you rely on to support your CIC Complaint.
- State the action or result you want to resolve the issues listed in your complaint.
- If you need more space, please attach additional pages to this CIC Complaint Form.
- Please attach any supporting documents, correspondence and other materials related to the Complaint.

For each complaint, Answer the following questions:

What is your claim in general terms? [FILLABLE]

What document (the declaration, certificate of incorporation, bylaws or rule) and paragraph number did anyone violate?

Please write out the part of that section that anyone violated.

Explain in what way anyone violated the section, in the order things happened, starting the beginning.

Describe, explain and attach any documents or other evidence that supports your claim.

Please state what you want to happen because of your complaint.

Anything else important to know about your complaint?

Please sign, date, and print your name and address below and submit this completed form to the Association at the address listed above.

Printed Name:

_____Signature Date: _____

Your Mailing Address: _____
Lot/Unit Address: _____
Your Contact Preference: ☐ Phone ☐ email
Your email Address: _____
Your Phone Number: _____
☐ Other: _____

NOTICE:

If the board issues a final decision denying your CIC Complaint, or if the board does not respond to it after 20 days, you have the right to file a Notice of Final Adverse Decision with the Common Interest Community Ombudsperson under to 29 *Del. C.* §2544 (9), (10).

The notice to the Ombudsperson:

- must be filed within 30 days of the Final Adverse Decision (unless waived by the Ombudsperson for good cause);
- must be in writing on the Ombudsperson's 'Contact/Complaint' form (available on the website of the Ombudsperson or by calling the number below). Fill out the "Contact/COMPLAINT" form completely;
- must include the complete IDR complaint with attachments;
- must include a copy of the board's written decision;
- must include copies of any Required Information[21] listed in the Contact/Complaint form and supporting documents, correspondence and other materials related to the decision; and
- must enclose the $35 filing fee[22] (unless waived by the Ombudsperson for good cause).

You may contact the Office of the Ombudsperson through:

Delaware Department of Justice
Office of the Common Interest Community Ombudsperson
820 N. French Street
Wilmington, DE 19801
Tel: (302) 577-8600

email: CIC.OmbudsmanDOJ@state.de.us

I hereby declare that I caused this CIC Complaint and all attached documents to be delivered to the Association / Respondent at the address provided by the Respondent on _____ [Date] at _____ o'clock am. / pm., by the following means of delivery:

[Check one:]

☐ I personally delivered the papers to the current address of the Association.
☐ UPS to the current address provided by the Association.
☐ USPS "Delivery Tracking" to the current address provided by the Association (recommended).
☐ FedEx, to the current address provided by the Association.
☐ Other delivery service that creates a record of delivery [specify] _____ to the current address provided by the Association.

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[21] 29 *Del. C.* §2545 (a)
[22] 29 *Del. C.* §2544 (15)

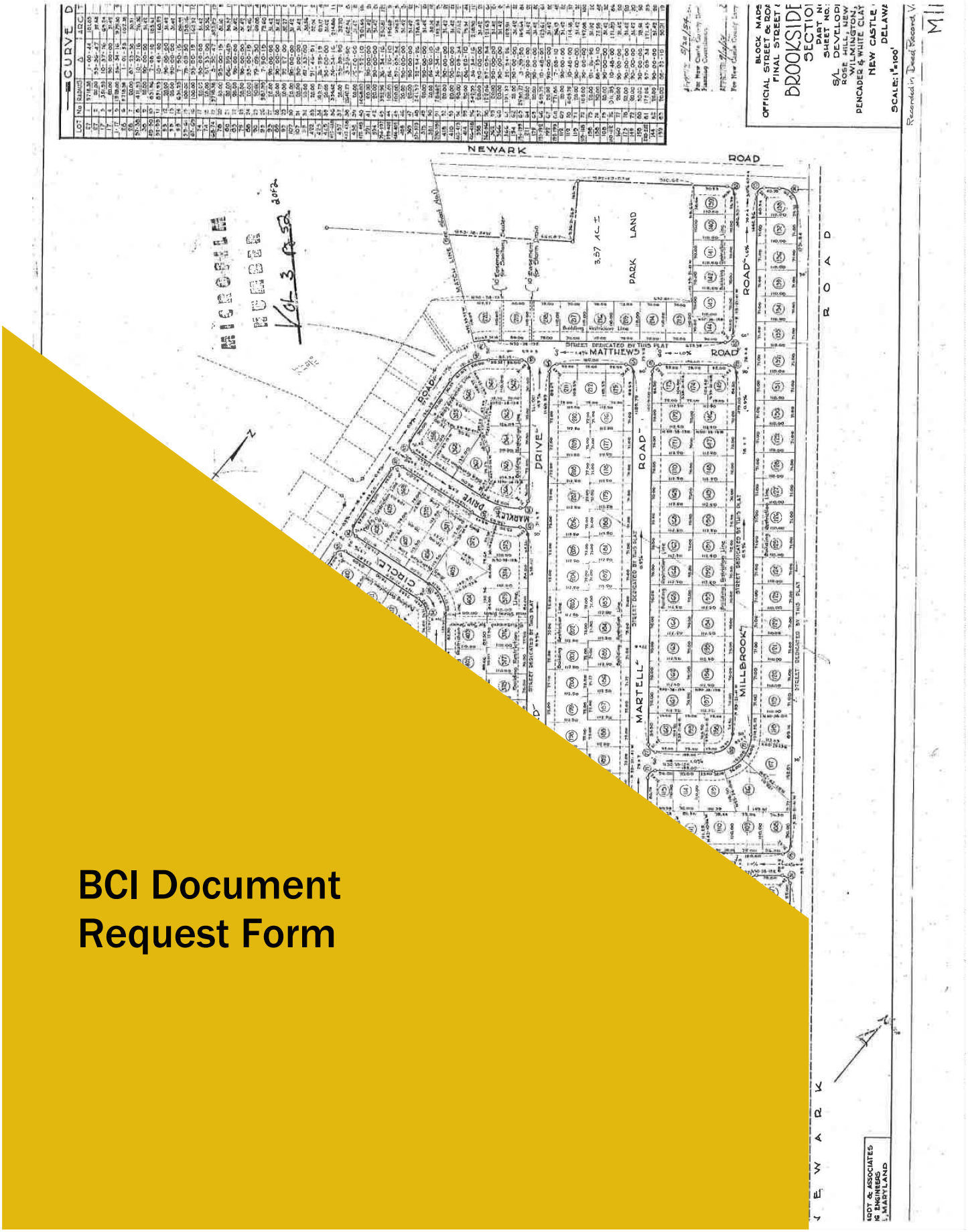
_____Registered mail, return receipt requested, to the current address provided by the Association.
_____Certified mail, return receipt requested, to the current address provided by the Association.
_____Consistent with established procedure of the Association, by electronic means, to email address_____.

I further declare that I have made and kept a record of delivery.

Your Name [printed or typed]:

Signature:_____

Date:



BCI Document Request Form

Document Request Form

Pursuant to Delaware Corporate Law examination of documents must be requested in writing with a "proper purpose" provided. Please fill in the information required on the lines below. Requests will be approved or denied in five (5) days from the date requested.

Name (Please print): _____ Date:_____

Address:_____

Document(s) requested:_____

_____

Purpose for request:_____

_____

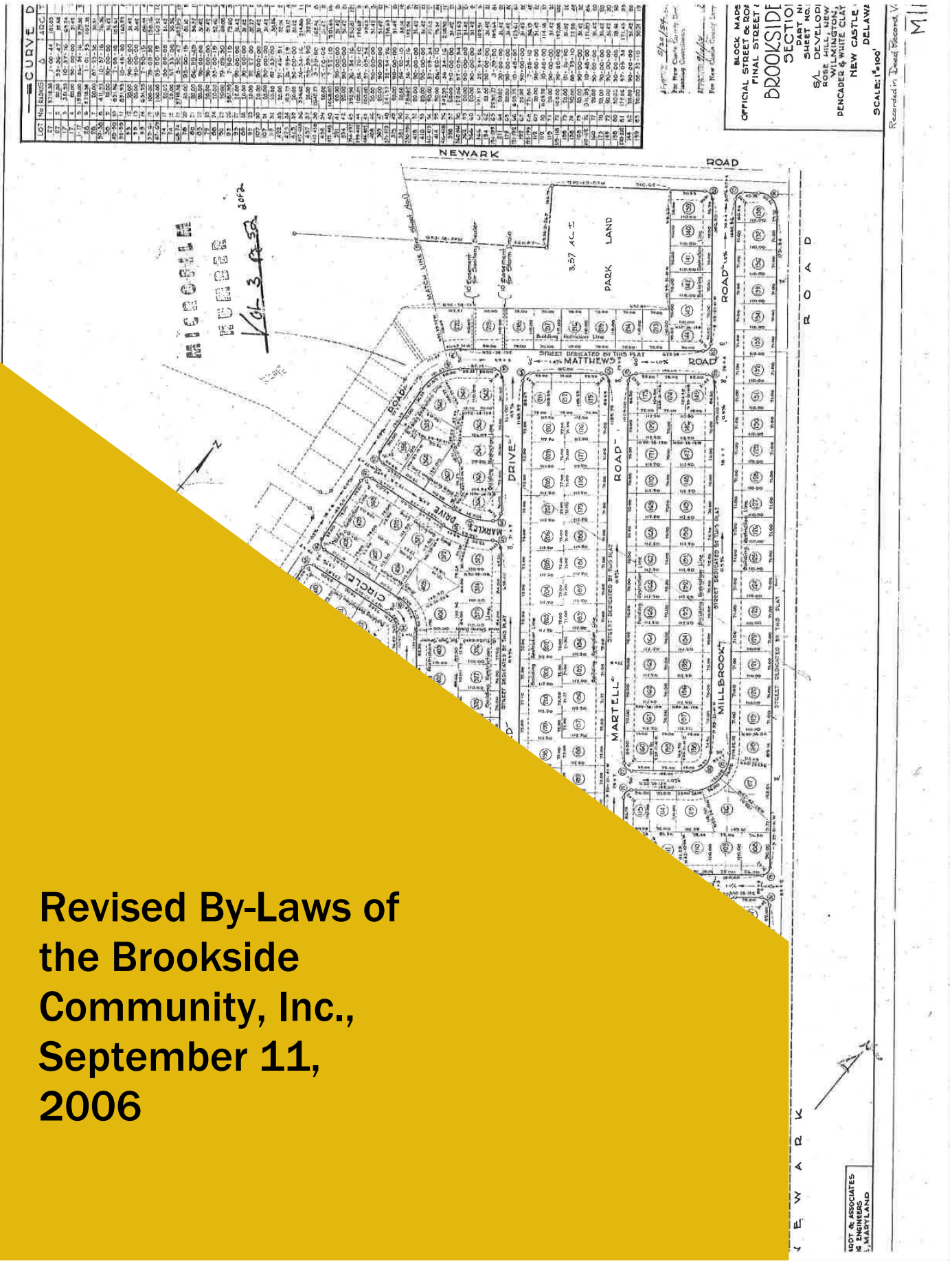
Signature:_____

For BCI only.

____Request approved by _____

___Request denied by_____

Date:_____



Revised By-Laws of the Brookside Community, Inc., September 11, 2006

Prepared by and return to: Cooch and Taylor
P.O. Box 1680, Wilmington, DE 19899
Tax Parcel Numbers: 09-021.40-118 thru 121
09-022.30-040
09-027.20-001 thru 087
09-027.20-102 thru 129
09-028.10-001 thru 035
11-002.10-001 thru 027
11-002.20-038 thru 048
11-002.20-001 thru 308
11-002.30-002 thru 054
11-002.40-001 thru 120
11-002.40-122 thru 154
11-002.40-156
11-002.40-161 thru 364
11-002.40-374
11-002.40-377 and 378
11-003.10-001 thru 137
11-003.30-001 thru 042
11-003.30-050
11-006.20-003 thru 024
11-006.29-413
Property Address: Brookside Park
Newark, Delaware 19713

20060911-0086443
Pages: 8 F: $96.00
09/11/06 11:36:27 AM
T20060067670
Michael E. Kozikowski
New Castle Recorder MISC

REVISED BY-LAWS OF THE BROOKSIDE COMMUNITY, INC.

THE BROOKSIDE COMMUNITY, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, having no capital stock,

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Executive Board and governing body of The Brookside Community, Inc. duly held and convened on May 16, 2006, unanimously approved a proposed revision of the By-Laws of The Brookside Community, Inc. and voted to send the revised By-Laws to Brookside homeowners for their approval.

SECOND: That proposed By-Laws were sent to all persons owning residential property in Brookside Park together with a ballot for voting to accept or reject the proposed revised By-Laws. Over eighty-eight percent of the ballots returned approved the proposed revised By-Laws.

THIRD: That the results of the voting were presented to the Executive Board by the Referendum Committee and the Executive Board unanimously passed a resolution accepting the following revised By-Laws:

REVISED BY-LAWS OF THE BROOKSIDE COMMUNITY, INC.

Article I – Offices and Governing Documents

The registered agent and office is The Brookside Community, Inc. at 900 Marrows Road, Newark, Delaware 19713, hereinafter referred to as the "Association". The governing documents of the Association are the Certificate of Incorporation, the various Declarations of the Association recorded at the New Castle County Office of the Recorder of Deeds, these By-laws, and Delaware General Corporation Law (8 Del. C. §§ 101-398).

Article II – Membership

Section 1. Members. Active members of the Association shall be limited to those persons who, from time to time, are owners of residential lots in the residential subdivision known as Brookside Park, as shown on plot plans entitled Brookside Park, Section C, Section K, Section M, and Section M-2. All active members shall be entitled to two votes per residential unit and voting may be in person, by mail or by proxy as authorized by the Executive Board. Voting and membership privileges are vested in the owners of residential units, but these rights may be delegated in writing to the tenant of

the residential unit at the discretion of the owner. An active member or tenant may act as proxy for not more than one other active member.

Section 2. Right to Vote and Right to Hold Office. An active member's right to vote and right to hold elective office in the Association is contingent upon the payment of all the member's financial obligations to the Association.

Section 3. Commercial Units. Proprietors of commercial units in Brookside Park may become associate members in the Association with voting rights upon payment of annual dues, as set by the Executive Board, but may not hold office.

Article III – Meetings of the Members

Section 1. Annual Meetings. An annual meeting of the members for the transaction of such business as may properly come before the meeting, shall be held on a date to be determined each year by the Executive Board, which date shall be within thirteen (13) months of the last annual meeting of the members.

Section 2. Special Meetings. Special meetings of the members, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Executive Board or at the written request of ten percent (10%) of the Association membership or 100 members, which ever is lesser, which request shall state the purpose of the meeting. Business at such meetings shall be limited to the purpose or purposes stated in the notice.

Section 3. Notice of Meetings. Written notice of the place, date and time of all meetings of the members shall be given not less than ten (10) nor more than sixty (60) days before the date on which the meeting is to be held, to each member entitled to vote at such meeting, except as otherwise provided herein or required by law.

Section 4. Quorum. A quorum at any meeting of the members of the Association shall be ten percent (10%) of the active members or 100 members, which ever is the lesser, in person or by proxy.

Section 5. Proxies and Voting. At any meeting of the members, every member entitled to vote may vote in person or by proxy authorized by a written instrument filed in accordance with the procedure established by the Executive Board. When a quorum is present at any meeting, the vote of the majority of the members present or by proxy shall decide any question brought before such meeting.

Section 6. Actions Outside of Meetings. Any action or business requiring the vote of the active members such as election of officers and directors, establishment of any change in annual dues, and amendment of these By-laws, etc., may be taken by mailing ballots to all active members. A majority of those ballots returned to the Association within ten days of the closing date specified on the ballot shall decide any question brought by such ballot.

Article IV – Executive Board

Section 1. Composition of the Executive Board. The number of directors who shall constitute the whole Executive Board shall be such number as the Executive Board shall from time to time have designated, except that there shall always be at least three (3) directors in addition to the officers of the Association, who are also directors. The President shall be Chairman of the Board.

Section 2. Election and Term of Office.

(a) Term of Office. Beginning in the year 2006, each member of the Executive Board, including the officers, shall be elected by the active members of the Association for a term of two (2) years, shall take office upon election, and shall serve until his or her successor is elected, except as otherwise required by law.

(b) Election Date. The election of the directors and officers shall be held on the fourth Tuesday of October.

(c) Deadline for Nominations by Committee. By September 15 of each election year, the Nomination and Election Committee shall, via the Association Newsletter or by mail, announce its slate of candidates to include at least one candidate for each office with the exception of the Presidency, for which office two candidates must be submitted.

(d) Deadline for Nominations by Members. If by October 1 of any election year, the Nomination and Election Committee is presented with any nominating petition containing at least thirty (30) signatures of Association members on behalf of an individual seeking a designated office, the name of the individual so qualified must be included on the ballot as a candidate for the designated office. Provided, however, the Association members signing the petition and the individual seeking office must be active members of the Association in good standing. If any individual so qualified for candidacy as indicted above, is also the Nomination and Election Committee's candidate for any office, the individual must withdraw from the candidacy for one of the two offices.

(e) Elections. Elections shall be planned and administered by the Nomination and Election Committee. Ballots listing the Committee's slate of candidates together with any candidates qualified by petition, must be submitted by mail at least ten (10) days before the election. Ballots shall be sent to all Association members who are entitled to vote as set forth in Article II, Section 2 of these By-laws. The Nomination and Election Committee shall supervise all voting for the election and for voting on a referendum. The Committee shall supervise the validation and mailing of the ballots to eligible members; shall receive and hold ballots until the closing date; and shall report to the Executive Board, within ten (10) days after the closing date, outlining the method used to assure proper conduct of the election or referendum and stating the results of the voting.

Section 3. Vacancies. If the office of any director or officer becomes vacant by reason of death, resignation, disqualification, removal or other cause, a majority of the directors remaining in office, although less than a quorum, may select a successor for the unexpired term and until his or her successor is elected and qualified.

Article V – Meetings of the Executive Board

Regular meetings of the Executive Board shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Executive Board and publicized among all directors. A written notice of each regular meeting shall not be required.

Section 1. Special Meetings. Special meetings of the Executive Board may be called by one-third (1/3) of the directors then in office (rounded up to the nearest whole number) or by the Chairman of the Board and shall be held at such place, on such date, and at such time as they, he or she shall fix. Notice of the place, date, and time of each special meeting shall be given each director not less than five (5) days before the meeting, or by telegraph, facsimile transmission or by e-mail not less than twenty-four (24) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.

Section 2. Quorum. At any meeting of the Executive Board, a majority of the whole Board shall constitute a quorum for all purposes. Every act or decision done or made by a majority of the directors present at the duly held meeting at which a quorum is present shall be regarded as the act of the Executive Board.

Section 3. Participation in Meetings by Conference Telephone. Members of the Executive Board, or any committee thereof, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and such participation shall constitute presence in person at such meeting.

Section 4. Conduct of Business. At any meeting of the Executive Board, business shall be transacted according to Robert's Rules of Order, or in such order and manner as the Board may from time to time determine by the vote of a majority of the directors present, except as otherwise required by law. Action may be taken by the Executive Board without a meeting if all members thereof consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Executive Board.

Article VI – Powers and Duties of the Executive Board

The Executive Board shall have the power and authority to do all things necessary or appropriate to carry out the duties and obligations of the Association which are imposed upon it by its Certificate of Incorporation, the recorded Declarations of the Association, these By-laws, and Delaware General Corporation Law (limited only by those powers and duties and obligations reserved to the membership by those documents), including, without limiting the generality of the foregoing, the following:

(a) To adopt an annual budget for the Association, which budget shall provide for the estimated expenses for the performance of the duties, rights and obligations of the Association and for the operation, maintenance of the Association and its assets, including such reserves as the Executive Board shall deem appropriate;

(b) To collect annual and special assessments to provide monies necessary to implement the budget;

(c) To maintain a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(d) To adopt, from time to time, regulations, not inconsistent with these By-laws, for the management of the Association's business and affairs;

(e) To employ such persons and entities and enter into such contract for services, including but not limited to, legal counsel, accountants, consultants, and contractors as may be necessary to perform the duties and rights imposed upon the Executive Board;

(f) To maintain policies of insurance deemed by the Executive Board. as necessary for the protection of the Association, its directors and members, including directors' liability and indemnity insurance, to the extent reasonably obtainable, for errors and omissions;

(g) To secure the fidelity of the Treasurer, or any other officer, by a bond in such sum, and with such surety or sureties, as the Executive Board may determine;

(h) To remove any officer or director of the Association with cause, and from time to time to devolve or delegate the powers and duties of any officer or director upon any other person for the time being; and

(i) To institute all actions at law or in equity as may be necessary or convenient to preserve, protect and benefit the Association and its property, including, but not limited to, the enforcement of payment of all assessments and enforcement of the recorded Declarations or these By-laws.

Article VII – Committees

Section 1. Designation and Appointment of Committees. The Executive Board, by a vote of a majority of the whole Board, may from time to time designate committees of the Board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the Board, and may elect a director to serve as a member of such committee and, if it desires, to designate other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee.

Section 2. Conduct of Committee Business. Each committee may determine the procedural rules for its meetings and for the conduct of its business and shall act in accordance therewith, except as required by law or otherwise provided by the Executive Board in designating the committee. Adequate provision shall be made for notice to members of all meetings; one-third (1/3) of the members of the committee shall constitute a quorum unless the committee shall consist of one (1) or two (2) members, in which event one (1) member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members agree to such action in writing and the writing is filed with the minutes of the proceeding of such committee.

Section 3. Permanent Committees. The Executive Board shall be required to appoint an independent Nomination and Election Committee and an Auditing Committee. No officer or member of the Executive Board shall be appointed as a member of the Nomination and Election Committee.

Article VIII – Officers

The officers of the Association, each of whom shall be an adult person who is a qualified member of the Association, shall consist of a President, a Vice Presidents, a Secretary, and a Treasurer. Each officer shall take office upon election by the members and shall hold office until his or her successor is elected and qualified, or until his or her resignation or removal.

Section 1. President. The President shall be the Chairman of the Executive Board of the Association. Subject to the provisions of these By-laws, he or she shall have the responsibility for the general management and control of the business and affairs of the Association and shall perform all duties and have all powers which are commonly incident to the office of chairman. He or she shall have power to sign all contracts, agreements and other instruments of the Association which are authorized and shall have general supervision and direction of all of the other officers, directors, employees and agents of the Association.

Section 2. Vice President The Vice President shall have such powers and duties as may be delegated to him or her by the President and shall perform the duties and exercise the powers of the President in the event of the President's absence or disability.

Section 3. Secretary. The Secretary shall issue all authorized notices for, and shall keep minutes of, all meetings of the members and of the Executive Board. He or she shall have charge of the corporate books and shall perform such other duties as the Executive Board may from time to time prescribe.

Section 4. Treasurer. The Treasurer shall have the responsibility for maintaining the financial records of the Association and shall have custody of all monies and securities of the Association and shall make such disbursements of the funds of the Association as are authorized and shall render from time to time an account of all such transactions and of the financial condition of the Association. The Treasurer shall also perform such duties as the Executive Board may from time to time prescribe.

Section 5. Delegation of Authority. The President, with the consent of the Executive Board, may from time to time delegate the powers or duties of any officer to any other officers or agents, notwithstanding any provision hereof.

Article IX – Removal of Officers and Directors from Office

Section 1. By the Membership. Upon receipt of a petition signed by ten percent (10%) or one hundred (100) members in good standing of the Association, whichever is lesser, stating specific charges against any elected officer or director, a mail ballot calling for a vote for recall of the so charged officer or director must be presented to the Association membership. Recall will be effective if approved by a majority of those ballots returned within ten (10) days after the closing date specified on the ballots.

Section 2. By the Executive Board. Upon a majority vote of the members of the whole Executive Board; provided there is sufficient cause to remove the officer or director, including, but not limited to, fraud, theft, repeated disruption of Executive Board meetings, repeated absences from meetings, or failure to pay all of their financial obligations to the Association.

Section 3. By Resignation. Any officer or director may resign at any time by giving written notice to the Executive Board, the President or Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the resignation. The acceptance of the resignation shall not be necessary to make it effective.

Article X – Compensation of Directors

Directors, including officers, shall not receive any compensation for their services as directors or their services as members of committees of the directors. Directors may be reimbursed by the Association for their expenses incurred in the performance of their duties. Except for willful and malicious acts by directors, all directors shall be indemnified for all acts done or performed in the furtherance of their duties.

Article XI – Finances

Section 1. Fiscal Year. The fiscal year of the Association shall run from May 1 through April 30 of the next succeeding year.

Section 2. Preparation of the Annual Budget. An annual budget and rate of assessment may be preliminarily drafted and proposed by the Budget and Finance Committee for submission to the Executive Board and thereafter shall be edited, revised and accepted by the Executive Board with the advice and assistance of the Budget and Finance Committee.

Section 3. Approval of the Annual Budget. The annual budget and rate of assessment prepared and accepted by the Executive Board shall be submitted by mail to the members of the Association entitled to vote for referendum vote thereon before April 1 of each year. In the event the Executive Board does not intend to increase the rate of assessment, it will not be necessary to mail the budget to the membership for approval. However, the budget will be publicized to the membership.

Section 4. Adoption of the Annual Budget. The annual budget shall be adopted and the rate of assessment shall become binding when approved by a majority of those members of the Association who cast ballots in the mail referendum within ten (10) days of the closing date specified on the ballots. In the event the proposed annual budget and rate of assessment submitted to the membership of the Association is not approved by April 15, the rate of assessment for the next fiscal year shall remain at the same rate in force for the previous year.

Section 5. Due Date for Payment of Annual Assessment. The annual assessment shall become due and payable on the first day of the fiscal year, namely May 1st. If not paid within thirty (30) days of that date, a late fee and interest in an amount determined by the Executive Board, and all costs (including attorney fees) incurred by the Board in attempting to collect such assessments, will be charged to the delinquent member.

Section 6. Additional Funding. Whenever additional funds are required after the budget has been accepted, the request must be approved by a majority of the Executive Board and then approved by a majority of those members of the Association who cast ballots in the mail referendum within ten (10) days of the closing date specified on the ballot.

Section 7. Expenditures. Each project involving an expenditure of the Association funds and each individual expenditure in excess of one hundred dollars ($100.00) shall require the approval of the President of the Association. If possible, at least two (2) bids shall be
solicited for all proposed expenditures of the Association in excess of five hundred dollars ($500.00).

Section 8. Signing of Checks. All checks payable by the Association must have the signatures of two (2) officers of the Association.

Section 9. Borrowing Money. The Executive Board shall not be authorized to borrow money on behalf of the Association without the approval by a majority of those members of the Association who cast ballots in the mail referendum within ten (10) days of the closing date specified on the ballot.

Section 10. Auditing of the Accounts. An Auditing Committee appointed by the Executive Board shall periodically audit the books of the Treasurer of the Association. Audits shall be made within thirty (30) days following the close of the fiscal year and within ten (10) days following the appointment of a new Treasurer.

Section 11. No funds of the Association shall be used for political or subversive activities.

Article XII - Miscellaneous

Section 1. Maintenance of Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member of the Association in good standing.

Section 2. Corporate Seal. The Executive Board may provide a suitable seal containing the name of the Association. The Secretary shall be in charge of the seal.

Section 3. Reliance upon Books, Reports and Records. Each director, each member of any committee designated by the Executive Board and each officer of the Association shall, in the performance of his or her duties, be fully protected in relying in good faith upon the accounts or other records of the Association, including reports made to the Association by any of its officers, employees, or committees of the Executive Board so designated, or by an independent certified public accountant or appraiser selected with reasonable care.

Section 4. Time Periods. In applying any provision of these By-laws which requires that an act be done or not be done a specified number of days prior to an event or that an act be done during a period of a specified number of days prior to an event, calendar days shall be used. The day of the doing of the act shall be excluded, and the day of the event shall be included.

Section 5. Amendments to By-laws. Proposals to repeal, alter or amend these By-laws may be submitted by the Executive Board to the Association membership by mail ballot. Such proposals must also be submitted to the membership in the same fashion if a petition signed by ten percent (10%) or by 100 members in good standing, whichever is lesser, making such proposals is presented to the Executive Board. Adoption of such proposals shall require approval by a majority of those ballots returned within ten (10) days of the closing date specified on the ballot.

IN WITNESS WHEREOF, The Brookside Community, Inc. has caused its corporate seal to be hereunto affixed and these foregoing Revised By-Laws to be signed by Linda Seltzer, its President, and Valerie Hafeken, its Secretary, this 6th day of September, 2006.

THE BROOKSIDE COMMUNITY, INC.

By: _____
Linda Seltzer, President

Attest: _____
Valerie Hafeken, Secretary

STATE OF DELAWARE)
: ss.
NEW CASTLE COUNTY)

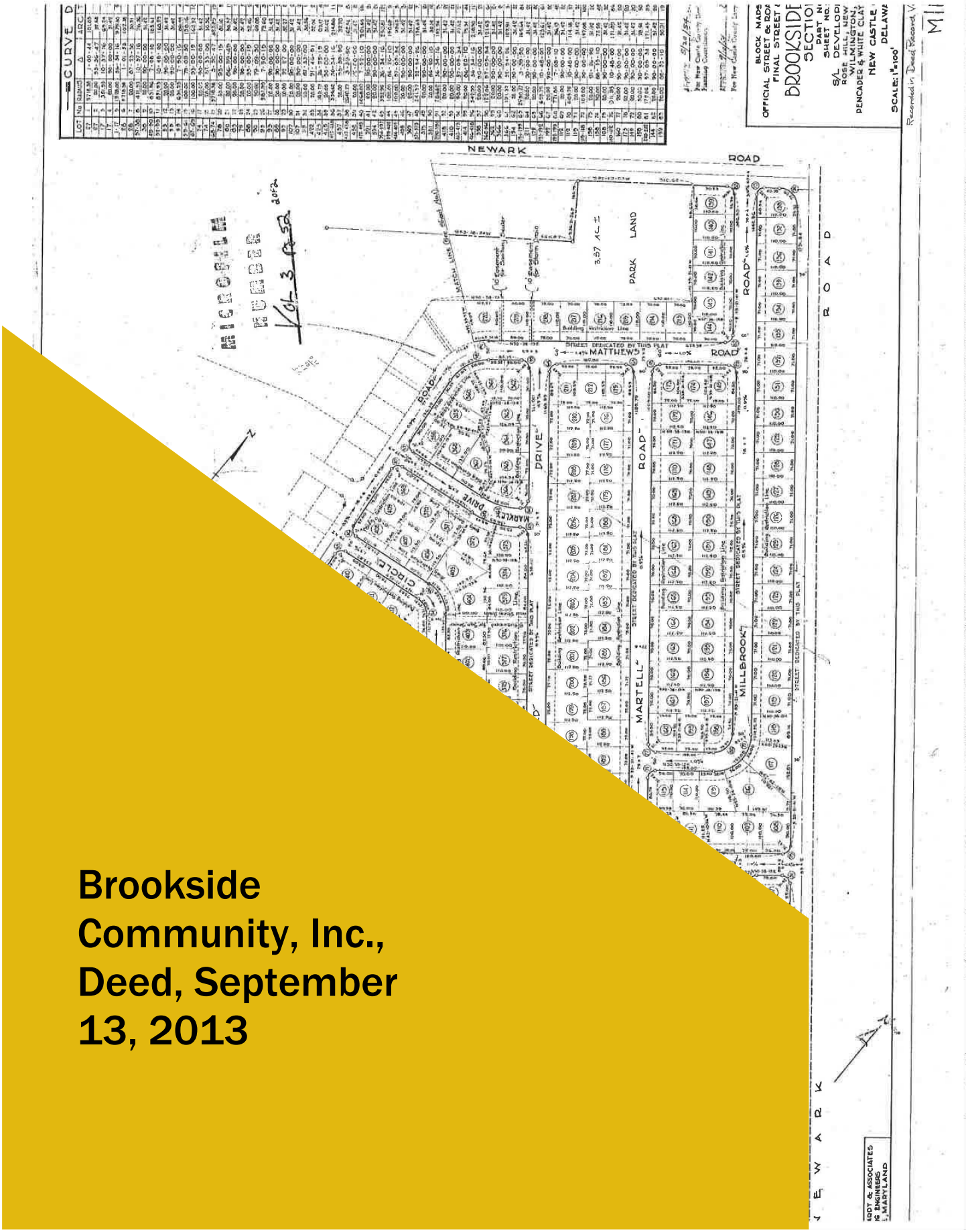
BE IT REMEMBERED that on this 6th day of September, 2006, personally came before me, a Notary Public in and for the County and State aforesaid, Linda Seltzer, President of The Brookside Community, Inc., a corporation of the State of Delaware, the corporation descried in and which executed the foregoing, known to me personally to be such, and she, the said Linda Seltzer as President, duly executed said instrument before me and acknowledged that said instrument to be her act and deed and the act and deed of said corporation; that the signatures of said President and Secretary of said corporation to said foregoing revised By-Laws are in the handwriting of said President and Secretary of said corporation respectively, and that the seal affixed to said instrument is the common or corporate seal of said corporation, and her act of sealing, executing, acknowledging and delivering the said instrument was duly authorized according to law.

IN WITNESS WHEREOF, I have hereunto set my hand seal of office the day and year aforesaid.

_____
Notary Public

My commission expires:

CECELIA A. ROSS
Notary Public - State of Delaware
My Comm. Expires Jan. 5, 2009



Brookside Community, Inc., Deed, September 13, 2013

20130926-0062431
Pages: 2 F: $56.00
09/26/13 09:25:28 AM
T20130030807
Michael E. Kozikowski
New Castle Recorder DEE

Prepared by C.S. Knothe, P.A.
3516-14 Silverside Road
Wilmington, DE 19810

Return to R & S Real Estate
Investments, LLC
c/o 5685 Lancaster Pike
Wilmington, DE 19807

QUITCLAIM DEED

THIS DEED, Made this 13th day of September in the year of our LORD two thousand thirteen

BETWEEN, Magnet Realty Inc., party of the first part,

AND

R & S Real Estate Investments, LLC , a Delaware LLC, of New Castle County, State of Delaware, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of TEN 00/100 dollars ($10.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its heirs and assigns, as fee simple,

ALL that certain lot, piece or parcel of land, with the buildings thereon erected, situate in the City of Wilmington, New Castle County and State of Delaware, known as 231 N. Harrison Street, and being more particularly bounded and described in accordance with a survey by AES Surveyors, Inc., dated July 26, 2004, as follows, to-wit:

BEGINNING at a point on the northwesterly side of North Harrison Street at 50 feet wide, said point being a common corner for lands herein being described and lands now or formerly of the City of Wilmington and further located along the said northwesterly side of North Harrison Street, North 27 degrees 00 minutes 00 seconds East, 66.00 feet form its intersection thereof with the northeasterly side of Conrad Street at 30 feet wide; thence from said point of beginning along said lands now or formerly of the City of Wilmington, and passing, in part, through a 2 foot wide alley between the building on this lot and the building adjoining on the southwest, North 63 degrees 00 minutes 00 seconds West, 80.00 feet to a point on the southeasterly side of a 4 foot wide alley; thence thereby in part, and along lands now or formerly of Elizabeth F. Dinsmore, in part, North 27 degrees 00 minutes 00 seconds Fast, 16.50 feet to a corner for lands now or formerly of Juana Martinez; thence thereby and passing, in part through the party wall for the building on this lot and the building adjoining on the northeast, South 63 degrees 00 minutes 00 seconds East, 80.00 feet to a point on the said northwesterly side of North Harrison Street; thence thereby South 27 degrees 00 minutes 00 seconds West, 16.50 feet to a corner for said lands now or formerly of the City of Wilmington, the point and place of Beginning. Be the contents thereof what they may.

WITH the free use and privilege of said mentioned alley in common with others entitled thereto forever.

SUBJECT to any restrictions, easements, reservations, limitations, covenants, agreements and conditions of record.

LLC by Indenture dated August 23, 2013 and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, as Instrument Number 20130826-0055773, did grant and convey unto the party of the first part.

Grantees Address
5685 Lancaster Pike
Wilmington, DE 19807

IN WITNESS WHEREOF, the said party of the first part hath caused its name by Shawn Truitt, President of Magnet Realty Inc. to be hereunto set, and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

Sealed and Delivered in the Presence of

Magnet Realty Inc.

By: _____ (Seal)

Attest: _____ (Seal)

State of Delaware)
) SS
New Castle County)

BE IT REMEMBERED, That on this 13th day of September in the year of our LORD, two thousand thirteen, personally came before me the subscriber a Notary Public in and for the State and County aforesaid, Sean Truitt, President of Magnet Realty Inc. a corporation existing under the laws of the State of Delaware, 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 President 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 Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

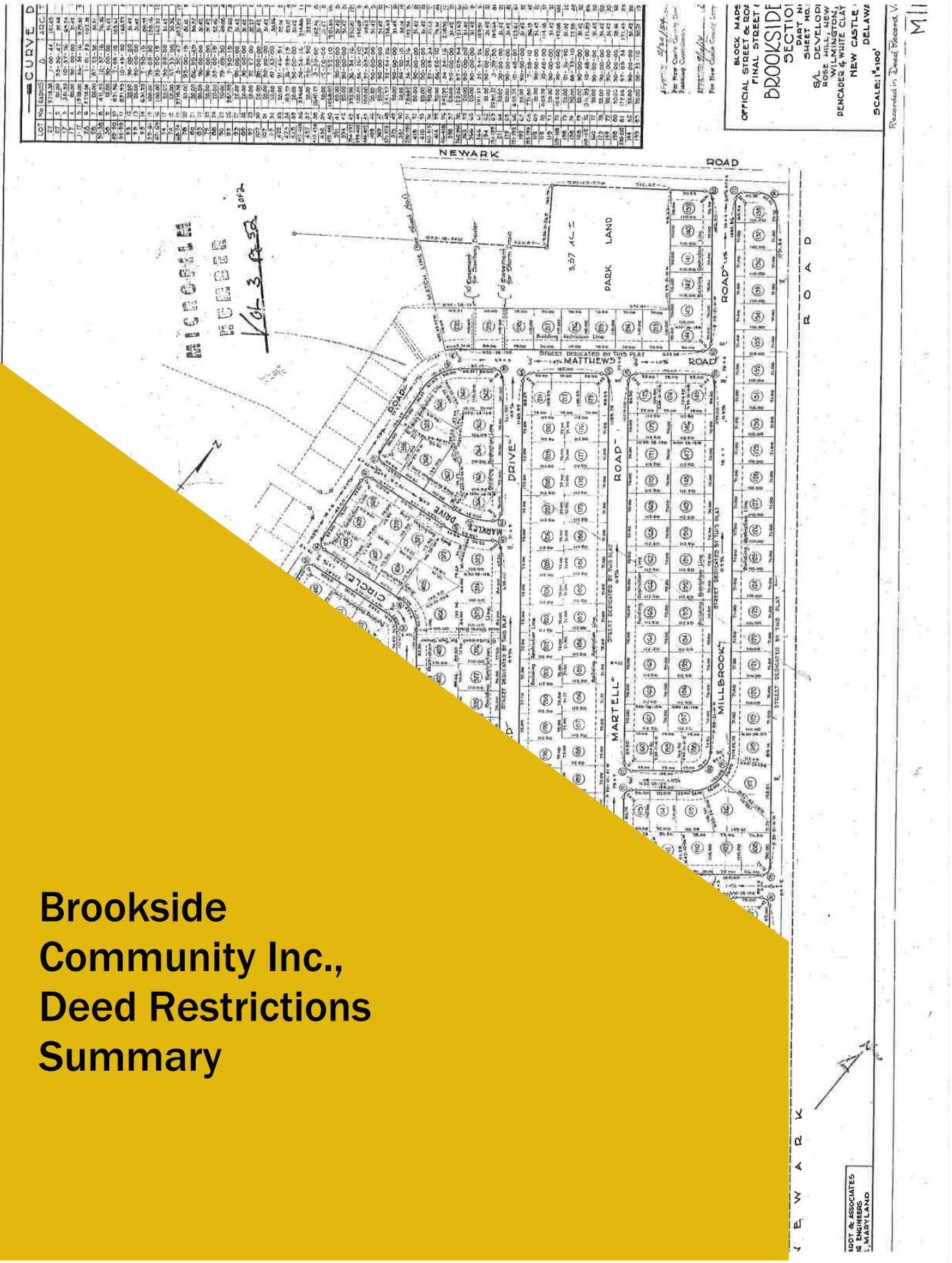
GIVEN under my Hand and Seal of office, the day and year aforesaid.

Notary Public

CHARLES A. KNOTH
NOTARY PUBLIC
1981
DELAWARE
NOTARIAL OFFICER

w83:deed.241

City of Wilmington Delaware



Brookside Community Inc., Deed Restrictions Summary

BROOKSIDE DEED RESTRICTIONS

The BCI handles problems concerning additions and alterations to residential property, and administers problems involving the deed restrictions.

Their objective is to approve plans for alterations as required by the deed restrictions and to direct the correction of any restriction violation - all with the prime purpose of serving the best interests of the community.

A brief summary of the major elements of the Brookside deed restrictions are noted below. (A copy of the complete deed restrictions in detail is available free at the Community Building).

MEMBERSHIP IN BROOKSIDE COMMUNITY, INC. Each residential property owner of Brookside is, by acceptance of his deed, a member of the Brookside Community, Inc. He is subject to the rules and regulations and is entitled to all the privileges of membership.

STRUCTURE LIMITATIONS. Only one single family dwelling and a one - or two - car garage shall be erected on one lot.

BUSINESS USE. Property is not to be used for trade, manufacturing, or business.

PUBLIC NUISANCE. No use of property is permitted which is noxious or dangerous, or which constitutes a nuisance to adjacent residents.

TEMPORARY RESIDENCE. Trailers, tents, shacks, etc., shall not be used as a temporary or permanent residence.

SIGNS. Only small (10" x 15") professional, "For Sale," or "To Rent" signs may be displayed.

BIRDS AND FOWLS. No birds or fowl shall be kept outside of any dwelling units.

DOGS. Dogs shall be housed in kennels which conform architecturally with the dwelling units.

FENCES. No fences may be erected in front of the front building line. Elsewhere only edge, picket, lattice, or wire fences, not more than 4 feet from ground, are permitted.

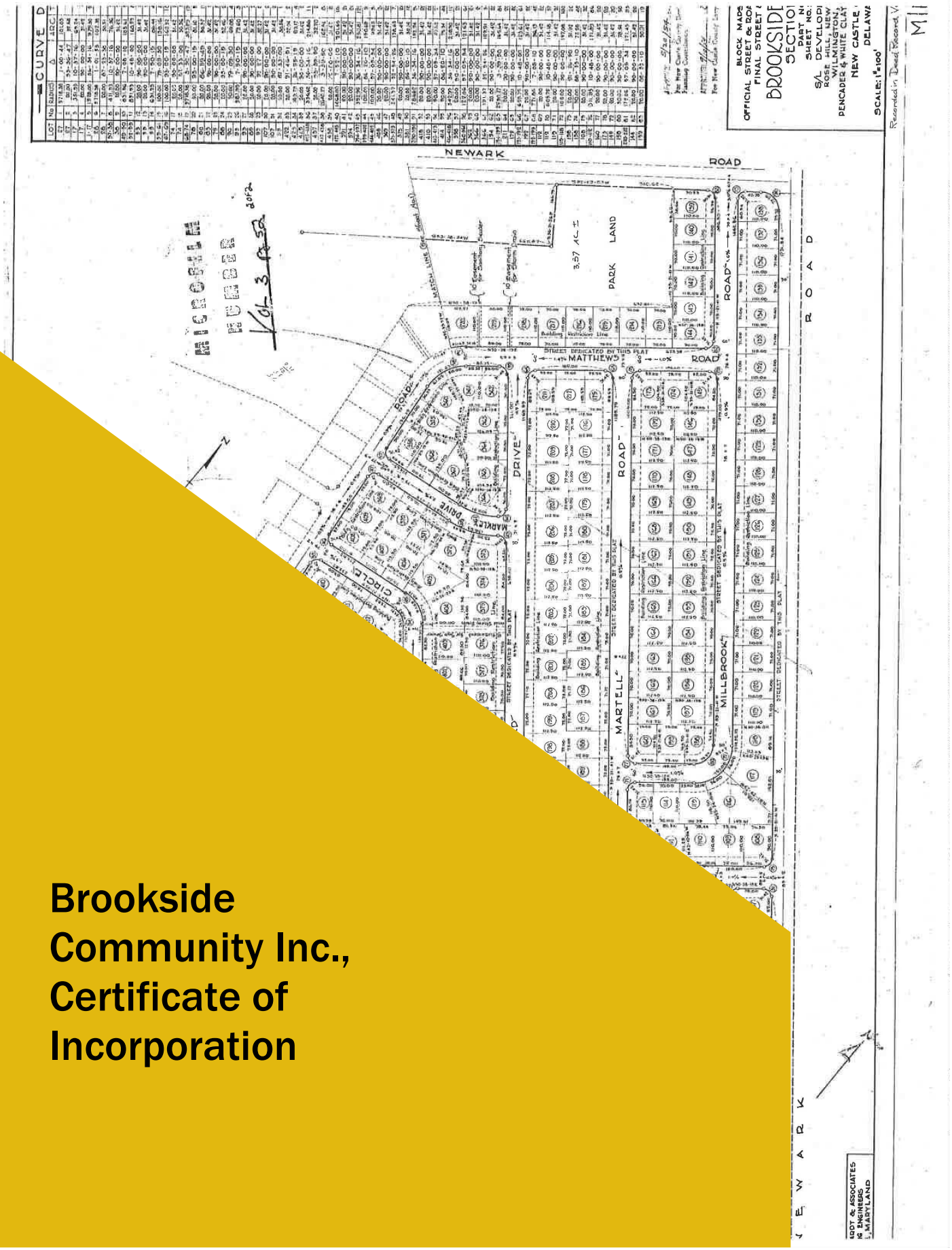
TRASH. Ashes, debris, and garbage shall be kept in metal receptacles, which shall be kept out of sight of the public.

ACTION ON UNAUTHORIZED CONSTRUCTION. Court action to refrain unauthorized construction must be started before construction reaches the "rough enclosure" stage.

LEGAL ACTION. Violators of any restrictions are subject to legal action by any other Brookside property owner concerned.

ALTERATION APPROVALS. No alteration, improvement, addition, or extension shall be made until the building plans, specifications, and plot plan have been approved in writing. Requests for approval of building plans should be submitted in writing to the committee chairman.

Complaints regarding violations of restrictions should also be submitted in writing to the committee chairman. This letter shall state the specific violations and the violator(s) concerned. These complaints must be signed, but the identity of the complainant will not be disclosed by the committee unless so authorized.



Brookside Community Inc., Certificate of Incorporation

CERTIFICATE OF INCORPORATION

OF

THE BROOKSIDE PARK MAINTENANCE CORPORATION

FIRST: The name of the corporation is The Brookside Park Maintenance Corporation.

SECOND: Its principal office in the State of Delaware is to be located at the community known as Brookside in the County of New Castle, and its resident agent is The Brookside Park Maintenance Corporation, located in Pencader Hundred, XXXXXXXXXXXXXXXX and whose post office address is Newark, Delaware.

THIRD: The nature of the business and the objects and purposes to be transacted, promoted and carried on are to do any or all of the things herein mentioned as fully and to the same extent as natural persons might or could do and in any part of the world, viz:

To participate in such activities of local, State, and national interests that will promote the welfare of the residents of Brookside and neighboring areas; to engage in programs of civic improvement and advancement; to endeavor to insure the protection of property value in said community.

To organize, maintain and carry on any association composed of residents of the community known as "Brookside", (as developed by Brookside Park Associates, Inc.) located in the County of New Castle and State of Delaware, for the investigation, discussion and improvement of conditions and affairs in said community.

To organize, maintain and carry on a non-profit organization of the residents of said community for the purpose of community betterment, to cultivate social intercourse among its members and other residents of the

community where its principal office or headquarters may be located, and to assist in improving moral and social conditions in the community served by it, and for the purposes herein specified, to receive donations and gifts and to receive, manage, take and hold both real and personal property by gift, grant, devise or bequest.

To establish and maintain, in the community where it shall have its office or headquarters, a community center and recreational facilities for the use of the residents of such community or communities, and of the several social, religious, charitable and community-welfare societies and organizations thereof, and to this end, to make available to such persons and organizations, upon such terms as the corporation may from time to time determine, all or any part of the lands, buildings, or other facilities of the corporation.

For the mutual improvement of its members and of all residents of the community where it shall operate, and to associate such persons together for cultural, educational, charitable, religious and community-betterment purposes, and to this end to acquire and to maintain club houses and club rooms, and to take, receive, hold and convey such real and personal property or interests therein as may be necessary therefor.

To purchase, take, own, hold, deal in, mortgage or otherwise lien and to lease, sell, exchange, convey, transfer or in any manner whatever dispose of real property, within or without the State of Delaware.

To purchase or acquire in any lawful manner and to hold, own, mortgage, pledge, sell, assign, transfer or in any manner dispose of goods, wares, merchandise and property of any and every class and description.

To purchase or otherwise acquire, hold, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock, bonds or other evidence of indebtedness created by other corporation or

porations, and, while the holder of such stock, to exercise all the rights and privileges of ownership, including the right to vote thereon, to the same extent as a natural person might or could do.

To acquire the good will, rights and property and to undertake the whole or any part of the assets and liabilities of any person, firm, association or corporation; to pay for the same in cash, bonds, notes or otherwise; to hold or in any manner to dispose of the whole or any part of the property so purchased; to conduct in any lawful manner the whole or any part of any business so acquired and to exercise all the powers necessary or convenient in and about the conduct and management of such business.

To enter into, make and perform contracts of every kind for any lawful purpose, without limit as to amount, with any person, firm, association or corporation, town, city, county, state, territory or government.

To draw, make, accept, endorse, execute and issue promissory notes, drafts, warrants, debentures and other negotiable or transferable instruments, so far as may be permitted by the laws of the State of Delaware.

To issue bonds, debentures, or obligations of this corporation from time to time, to secure the same by mortgage, pledge, deed of trust or otherwise.

To enforce the assessments referred to in the general restrictions covering the various sections of Brookside, to collect same and have all other powers of the maintenance corporation referred to in said restrictions.

To have one or more offices out of the State of Delaware and to carry on business and to promote its objects without restriction as to place or amount.

To do any or all of the things herein set forth, to the

same extent as natural persons might or could do and in any part of the world, as principals, agents, contractors, trustees or otherwise, alone or in company with others.

FOURTH: This corporation is not organized for profit and shall not have authority to issue capital stock. No dividend, earning or pecuniary profit in any form shall inure to the benefit of any member; except that this shall not be deemed to prevent or preclude the Executive Board, by majority vote of the whole, from authorizing the payment of salaries to officers and agents of the corporation. The By-Laws of this corporation shall prescribe the terms and conditions of membership.

FIFTH: The name and place of residence of each of the incorporators are as follows:

R. A. Althouse	67 Chaucer Dr.	Brookside	Newark, Delaware
A. J. Waldon	80 Chaucer Dr.	Brookside	Newark, Delaware
R. H. Sexton	12 Knicker-bocker Dr.	Brookside	Newark, Delaware

SIXTH: This corporation is to have perpetual existence.

SEVENTH: The private property of the members shall not be subject to the payment of corporate debts to any extent whatever.

EIGHTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the corporation, unless otherwise provided in the by-laws, is expressly authorized:

To make, alter, amend and repeal the By-Laws;

To set apart out of any of the funds of the corporation a reserve or reserves for any proper purpose and to alter or abolish any such reserve; to authorize and cause to be executed mortgages and liens upon the property and franchises of this corporation.

From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the books and accounts of this corporation, or any of them shall be open to

inspection, and no person shall have any right to inspect any account or book or document of the corporation, except as conferred by law or authorized by resolution of the corporation.

This corporation may in its By-Laws confer powers additional to the foregoing upon the Executive Board, in addition to the powers and authorities expressly conferred upon them by law.

NINTH: If the By-Laws so provide, the members and Directors shall have power to hold their meetings, to have an office or offices and to keep the books of this corporation (subject to the provisions of the statute) outside of the State of Delaware at such places as may from time to time be designated by the By-Laws or by resolution of the Executive Board.

TENTH: This corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law and all rights conferred on officers, member of the Executive Board and members of the association herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named for the purpose of forming a corporation in pursuance of the General Corporation Laws of the State of Delaware, do make this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly hereunto set our hands and seals this 16th day of October A. D. 1953.

[signature] (SEAL)

Arthur J. Wilson (SEAL)

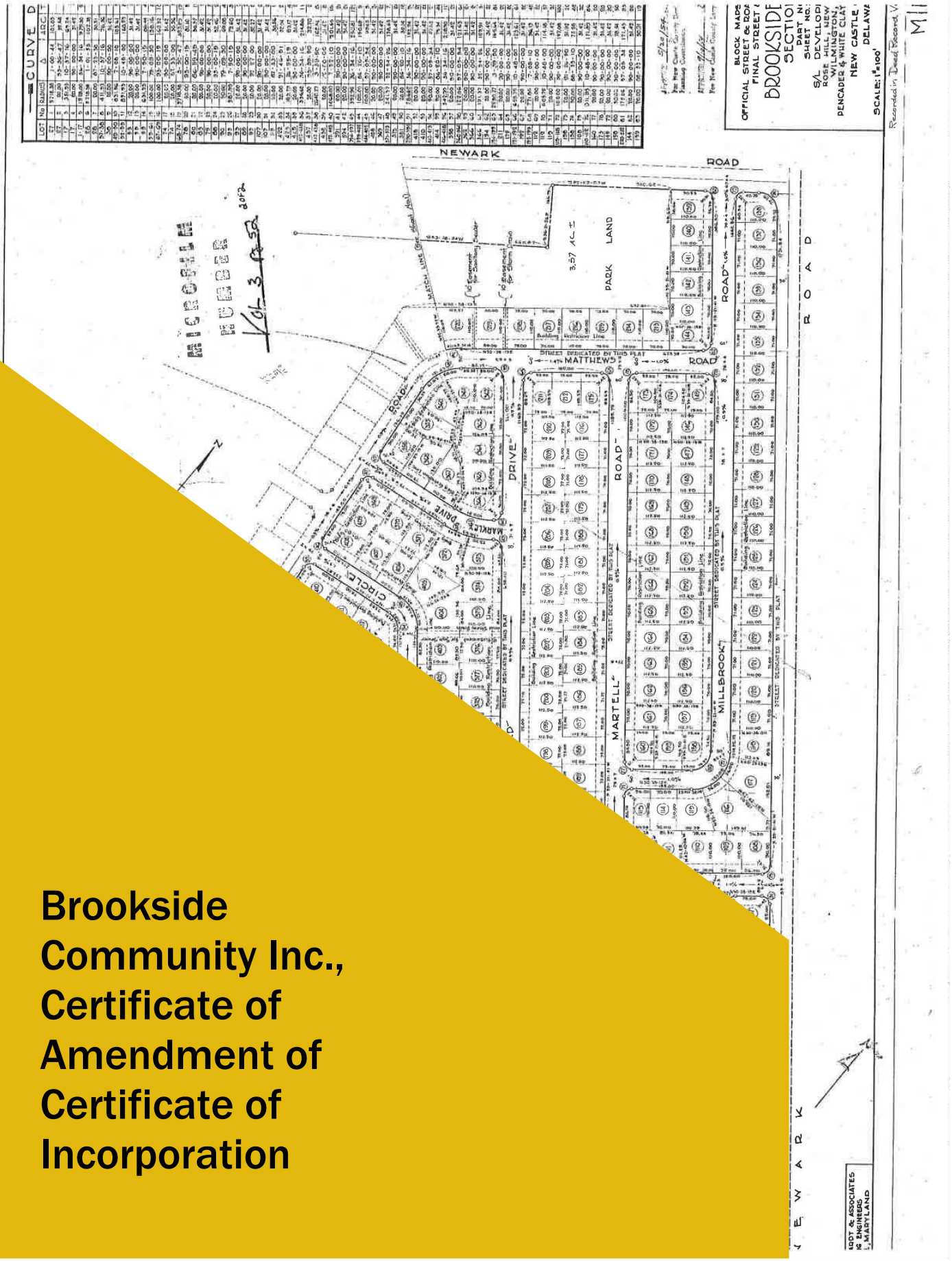
[signature] (SEAL)

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, That on this 16th day of October A. D. 1953, personally came before me, the subscriber, a Notary Public for the State of Delaware, R. A. ALTHOUSE, A. J. WELDON, and R. H. SEXTON, all of the parties to the foregoing certificate of incorporation, known to me personally to be such, and severally acknowledged the said certificate to be the act and deed of the signers respectively and that the facts therein stated are truly set forth.

GIVEN under my hand and seal of office the day and year aforesaid.

Notary Public



Brookside Community Inc., Certificate of Amendment of Certificate of Incorporation

CERTIFICATE OF AMENDMENT

OF

CERTIFICATE OF INCORPORATION

OF

THE BROOKSIDE PARK MAINTENANCE CORPORATION

THE BROOKSIDE PARK MAINTENANCE CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, having no capital stock,

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Executive Board and governing body of The Brookside Park Maintenance Corporation duly held and convened on March 3, 1954, a resolution was unanimously adopted setting forth an amendment proposed to the certificate of incorporation as follows:

> RESOLVED, That the Executive Board of THE BROOKSIDE PARK MAINTENANCE CORPORATION deems it desirable and advisable that the first paragraph of the Certificate of Incorporation of the corporation shall be amended as to the name of the corporation by striking out "THE BROOKSIDE PARK MAINTENANCE CORPORATION" and inserting in lieu thereof "THE BROOKSIDE COMMUNITY, INCORPORATED", and that paragraph two of the said Certificate of Incorporation in naming the Resident Agent be amended by striking out "THE BROOKSIDE PARK MAINTENANCE CORPORATION" and inserting in lieu thereof "THE BROOKSIDE COMMUNITY, INCORPORATED".

and declaring said amendment advisable.

SECOND: That thereafter, on March 31, 1954, the whole number of the Executive Board of said corporation voted unanimously in favor of said amendment.

THIRD: That the said amendment was duly adopted in accordance with the provisions of Title 8, Delaware Code, 1953, Section 242 (d)(2).

IN WITNESS WHEREOF, said THE BROOKSIDE PARK MAINTENANCE CORPORATION has caused its corporate seal to be hereunto affixed and this certificate to be signed by A. J. Weldon, its President, and J. F. Dockum, its Secretary, this 30th day of June, A. D. 1954.

THE BROOKSIDE PARK MAINTENANCE CORPORATION

By Arthur J. Weldon
President

ATTEST: J. F. Dockum
Secretary

STATE OF DELAWARE }
NEW CASTLE COUNTY } SS.

BE IT REMEMBERED that on this 30th day of June, A.D. 1954, personally came before me, a Notary Public in and for the County and State aforesaid, A. J. WELDON, President of The Brookside Park Maintenance Corporation, a corporation of the State of Delaware, the corporation described in and which executed the foregoing certificate, known to me personally to be such, and he, the said A. J. WELDON as President, duly executed said certificate before me and acknowledged the said certificate to be his act and deed and the act and deed of said corporation; that the signatures of said President and Secretary of said corporation to said foregoing certificate are in the handwriting of said President and Secretary of said company respectively, and that the seal affixed to said certificate is the common or corporate seal of said corporation, and his act of sealing, executing, acknowledging and delivering the said certificate was duly authorized according to law.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office the day and year aforesaid.

J. R. Folts
Notary Public

UNANIMOUS ASSENT TO AMENDMENT OF

CERTIFICATE OF INCORPORATION

OF

THE BROOKSIDE PARK MAINTENANCE CORPORATION

We, the undersigned, being all the members of the Executive Board (the governing body) of The Brookside Park Maintenance Corporation assent to the foregoing amendment of the certificate of incorporation of the said corporation.

Arthur J. Waldron

Clifton R. Brooks, Sr.

Robt. E. Davis

Mimsy Kane

Page G. Mouse

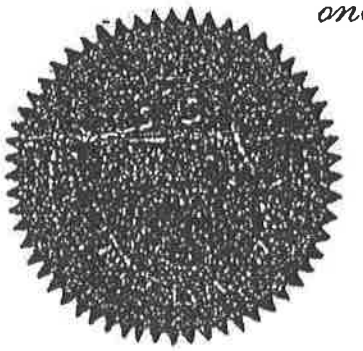
State of Delaware



Office of Secretary of State

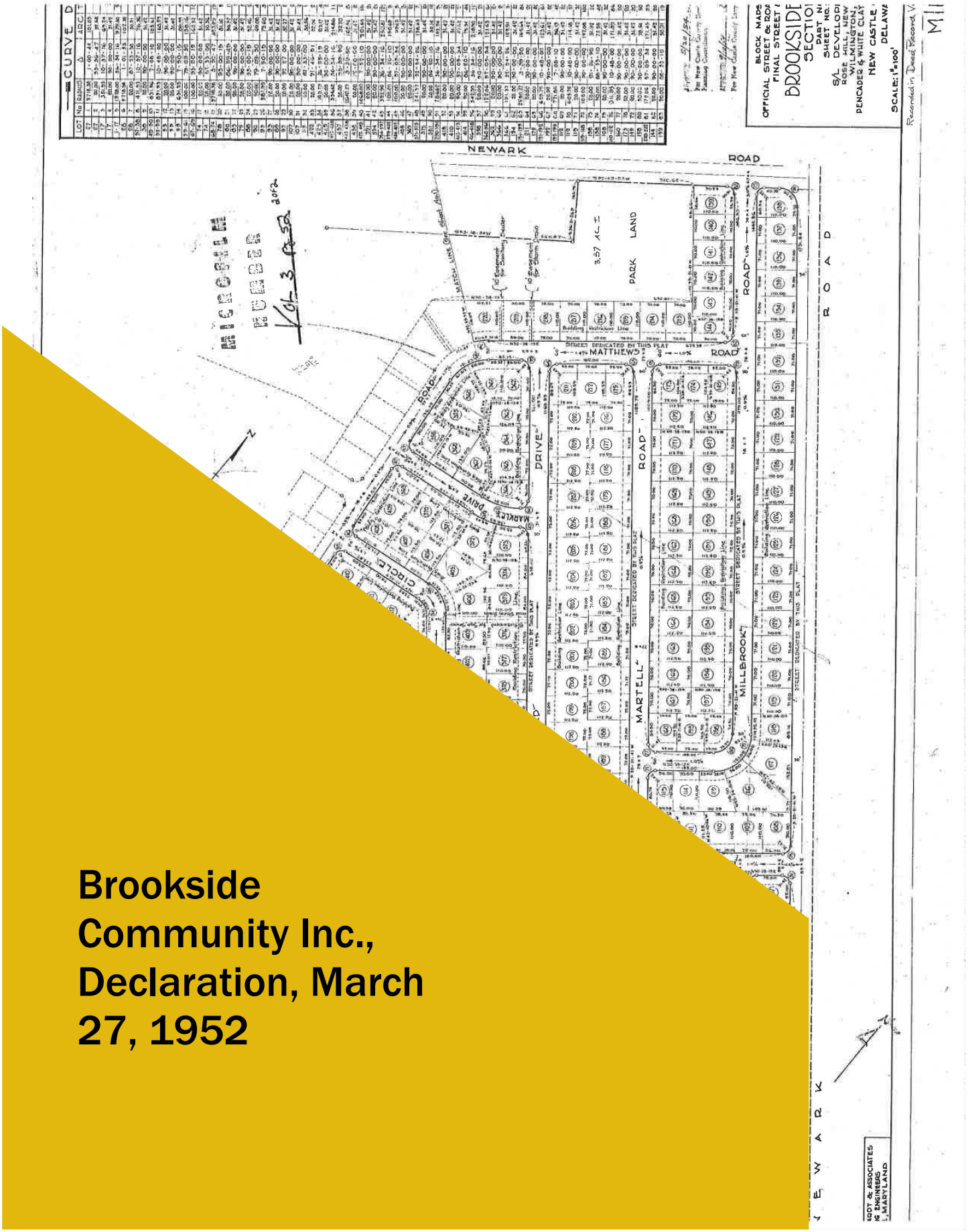
I, John N. McDowell, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of Certificate of Amendment of Certificate of Incorporation of "THE BROOKSIDE PARK MAINTENANCE CORPORATION", as received and filed in this office the second day of July, A.D. 1954, at 10 o'clock A.M.

In Testimony Whereof, I have hereunto set my hand and official seal at Dover this second day of July in the year of our Lord one thousand nine hundred and fifty-four.



John N. McDowell
Secretary of State

M. D. Tomlinson
Ass't. Secretary of State



Brookside Community Inc., Declaration, March 27, 1952

THIS DECLARATION, made this 16th day of September A. D. 1952,

BY BROOKSIDE PARK ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Delaware.

WHEREAS, by Deed of Robert T. Jones and Esther F. Jones, dated July 31, A. D. 1951, and of record in the Office of the Recorder of Deeds in and for New Castle County, in Deed Record M, Volume 51, Page 335, and by Deed of Chestnut Hill Developers, Inc., a Delaware Corporation, bearing even date herewith, not yet recorded but intended so to be, the said BROOKSIDE PARK ASSOCIATES, INC., did become seized and possessed of all that certain lot, piece or parcel of land as shown on a plat of BROOKSIDE PARK, Section K, prepared by Van Demark & Lynch, Inc., dated September 4, 1952, more particularly bounded as follows:-

ALL THAT CERTAIN lot, piece or parcel of land, situated in Pencader Hundred, County of New Castle and State of Delaware, known as BROOKSIDE PARK, Section K, and more particularly bounded and described in two (2) parcels as follows, to-wit:

No. 1 - BEGINNING at a point in the center line of the Ogletown-Chestnut Hill Road, a corner for other lands of Brookside Park Associates, Inc., known as the Waples Tract, said point of Beginning being distant the two following described courses and distances measured along said center line of the Ogletown-Chestnut Hill Road from an iron spike at the intersection thereof with the center line of a private access road leading into lands of the Knabb Barrell Company: (1) South 63 degrees 05 minutes 30 seconds West, 344.95 feet; and (2) South 85 degrees 22 minutes 30 seconds West, 847.75 feet to the point of BEGINNING; thence along said lands of Brookside Park Associates, Inc., North 6 degrees 35 minutes 10 seconds West, 721.75 feet to a point through lands of Brookside Park Associates, Inc., thence the five following described courses and distances: (1) North 82 degrees 54 minutes East, 76.37 feet; (2) along a curve to the right having a radius of 110.0 feet an arc distance of 176.53 feet to a point which is distant by a chord, South 51 degrees 07 minutes 30 seconds East, 158.19 feet from the last mentioned point; (3) South 5 degrees 09 minutes East, 554.21 feet to a point; (4) along a curve to the left having a radius of 20 feet, an arc distance of 31.43 feet to a point which is by a chord, South 50 degrees 09 minutes 58 seconds East, 28.29 feet from the last mentioned point and in the Northwesterly side of a proposed 80 foot right of way of the said Ogletown-Chestnut Hill Road; and (5) South 5 degrees 10 minutes 55 seconds East, 41.75 feet to a point in the center line of said Ogletown-Chestnut Hill Road; thence along said center line of Ogletown-Chestnut Hill Road South 85 degrees 22 minutes 30 seconds East, 192.02 feet to the point and place of BEGINNING. Containing within said described metes and bounds 2.971 acres of land, be the same more or less.

No. 2 - BEGINNING at a point in the center line of South Chapel Street, said point of Beginning being a corner of property of Weldon C. Waples and distant North 19 degrees 52 minutes West, 335.24 feet from an iron spike at the intersection of said center line of South Chapel Street with the center line of the Ogletown-Chestnut Hill Road; thence from said point of Beginning along said

said center line of South Chapel Street, North 19 degrees fifty-two minutes West 493.85 feet to a point, a corner for lands now or formerly of Ivan C. Bryant; thence thereby North 83 degrees 16 minutes 55 seconds East, 539.30 feet to a field stone, a corner for said lands now or formerly of Ivan C. Bryant and lands of the University of Delaware; thence along line of lands of University of Delaware, North 83 degrees 29 minutes 25 seconds East, 1165.79 feet to a corner for said University of Delaware lands and in line of other lands of Brookside Park Associates, Inc., known as the Jones Tract; thence along said lands of Brookside Park Associates, Inc., South 6 degrees 35 minutes 10 seconds East, 841.75 feet to a point in the said center line of Ogletown-Chestnut Hill Road; thence along said center line of the Ogletown-Chestnut Hill Road, North 85 degrees 22 minutes 30 seconds East, 764.93 feet to a point, a corner for lands of A. H. Gifford; said lands being distant the two following described courses and distances measured along said center line of the Ogletown-Chestnut Hill Road from an iron spike at the intersection thereof with the center line of a private access road leading into lands of the Knabb Barrell Company: (1) South 63 degrees 05 minutes 30 seconds West, 344.95 feet to an iron pipe and (2) South 85 degrees 22 minutes 30 seconds West, 82.82 feet to said corner of A. H. Gifford; thence along said lands of A. H. Gifford, the two following described courses and distances: (1) South 8 degrees 10 minutes 30 seconds East, 248.15 feet to an iron pipe and (2) North 78 degrees 35 minutes 40 seconds East, 173.14 feet to a corner for lands of Henry C. Eastburn and Son, Inc.; thence along said lands of Henry C. Eastburn and Son, Inc., South 25 degrees 02 minutes 28 seconds East, 549.26 feet to a point a corner for lands of Knabb Barrell Company; thence along said lands of Knabb Barrell Company the seven following described courses and distances: (1) South 66 degrees 54 minutes 30 seconds West, 246.12 feet; (2) South 66 degrees 51 minutes 10 seconds West, 748.50 feet; (3) South 67 degrees 09 minutes 10 seconds West, 399.15 feet; (4) South 69 degrees 19 minutes 30 seconds West, 968.93 feet; (5) North 14 degrees 07 minutes 10 seconds West, 229.86 feet; (6) North 17 degrees 06 minutes 30 seconds West, 434.03 feet and (7) North 10 degrees 58 minutes 10 seconds West, 791.68 feet to a point in said center line of Ogletown-Chestnut Hill Road and in line of lands of Weldon C. Waples; thence along said lands of Weldon C. Waples, the three following described courses and distances (1) along said center line of Ogletown-Chestnut Hill Road, North 84 degrees 18 minutes 30 seconds East 252.05 feet to a point, (2) North 8 degrees 35 minutes 59 seconds West, 325.45 feet to a point, and (3) South 84 degrees 18 minutes 30 seconds West, 503.88 feet to the said center line of South Chapel Street and to the point and place of BEGINNING. Containing within said described metes and bounds 85.135 acres of land, be the same more or less.

WHEREAS, the said BROOKSIDE PARK ASSOCIATES, INC. desire to make known and declare the restrictions, conditions, easements, reservations and covenants which shall be applicable to and bind the lands owned by it as shown on the aforesaid plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the said BROOKSIDE PARK ASSOCIATES, INC., does hereby covenant and declare that it shall hold and stand seized and convey the lands shown on said plat aforesaid and as more particularly

hereinabove described, subject to the following restrictions, conditions, easements, reservations and covenants which, it is agreed, shall be covenants running with the land included within said metes and bounds and shall be binding upon itself, its Successors and Assigns and upon all land included within the aforesaid metes and bounds, which said restrictions, conditions, easements, reservations, and covenants are hereby imposed for equal benefit of each lot shown upon said plat of BROOKSIDE PARK, Section K.

1. All lots in the tract above described shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two-car garage.

2. No building shall be located on any residential building plot nearer to the front and side street lines than the set back lines shown upon said map. This clause shall not apply to stoops upon porches, bay windows and chimney breaks .

3. No foundation wall of any building shall be erected nearer than five feet from the side line of the lot. This covenant shall not apply to garages located on the rear one-half of the building plot. This covenant shall also not apply to a garage so constructed that it is attached to and forms a part of the dwelling and in that event no wall of said garage shall be erected nearer than two feet from the side lines of the lot, provided, however, that the distance between buildings shall not be less than five feet.

4. No part of said premises shall ever be used for trade, manufacture or business of any kind whatsoever.

5. No use shall be made of any portion of the said premises which shall be noxious, dangerous or constitute a nuisance to the adjacent residents.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No signs of any description shall be displayed to the public view on any portion of residential lots of said above described premises other than the usual professional signs and "For Sale" or "To Rent" signs having dimensions of less than ten (10) inches by fifteen (15) inches; this provision, however, does not include signs used by the builder during the construction period, nor does it apply to signs used by persons, firms, corporations, or any one holding a mortgage or mortgages, nor to persons, firms, corporations and agencies who may, will and do insure and guarantee the said mortgage or mortgages, on the above described premises.

8. That no bird or fowl shall be kept or maintained either in cages or coops on the outside of any dwelling house.

9. That dogs shall be housed in suitable kennels, conforming architecturally with the dwelling house.

10. That no wash poles or wash lines of any kind shall be erected or maintained in the premises. In the rear yards portable laundry dryers of a revolving type, no higher than 6 feet from the ground, may be used for the drying of laundry. No more than one dryer shall be used for each house; no laundry dryer shall be

left exposed unless it be in actual use.

11. That no fence of any kind shall be erected or maintained on any portion of the said premises along the front lot line. No fence of any kind shall be erected or maintained in or along the rear of said premises or from the front building line to the rear lot line or from the side of the building to the side lot line except a hedge fence, picket fence, lattice fence or wire fence. All fences of any kind herein permitted shall not be more than four (4) feet from the ground. This paragraph shall not be construed to prevent or prohibit the erection of a permanent wall commonly termed "retaining wall" where the same may be required.

12. That no one shall be permitted to place or expose any ashes, garbage, or debris, loose or contained in receptacles at any place beyond one foot of the front wall of the building facing the road upon which such building fronts. Ashes, debris and garbage shall be kept in secure, closed iron or galvanized iron receptacles, free from the gaze or sight of the public.

13. No outside or chemical toilet shall be permitted. The construction of a cesspool or septic tank, its location on the lot, and tile disposal field, if any, shall be in accordance with the requirements of the local and state health authorities. If and when public mains for the collection of sewage are available, all dwellings erected thereafter shall be connected thereto.

14. It is expressly understood and agreed that in the event of the construction of any building upon any lot in the tract, which building reaches the stage of construction commonly known in the building industry as "rough enclosure" without any court action having been commenced for an injunction to restrain the construction of the said building, then and in that event it shall be conclusively presumed that the said building complies in all respects with any and all of the covenants and restrictions contained in this declaration.

15. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981. On the termination date of January 1, 1981, the covenants shall be automatically extended for a successive ten years, unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

16. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein on or before the termination thereof, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law of in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. No residence shall be erected or placed on any building plot which has an area less than 6,000 sq. ft. or a width of less than 40 feet at the front

building set back line. No dwelling structure costing less than $4,000.00 shall be constructed on any plot in the tract.

19. An easement is retained over the rear five feet of each lot and over the five feet on each side of the dividing lines between the plots, all as shown on the aforementioned plan, for installation of all necessary utility services, including gas, electric, water, sewer and drainage as may be required in connection with the proposed construction. Easements are also reserved for storm water drainage as shown on the said plat of BROOKSIDE PARK, Section K.

20. BROOKSIDE PARK ASSOCIATES, INC. reserve the right to modify the within declaration of restrictions without the consent of the owners or mortgagees of the property at any time prior to January 1, 1954, in order to correct any and all minor variations and violations of said restrictions arising out of the construction of the homes in the project.

21. No building shall be erected, placed or altered nor shall any improvement, addition or extension to any existing building on any of the building plots in this subdivision until the building plans, specifications and plot plan showing the location of such building and the proposed alteration and/or improvement have been approved in writing as to conformity and harmony of external design and existing structures in this subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Raymond A. Burkland and Gerald J. Rappoport. In the event of the death or resignation of any member of said committee the remaining member or members shall have fully authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or a designated representative fails to approve or disapprove such design or location within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building or improvements or addition, or the making of such alterations have been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1981. Thereafter the approval required in this covenant shall not be required unless prior to the said date and effective thereon a written instrument shall be executed by the then record owner of a majority of the lots in this subdivision and duly recorded appointing a representative who shall thereafter exercise the said powers previously exercised by said committee.

Notwithstanding anything to the contrary hereinbefore set forth the committee herein appointed shall have the right, power and/or authority to transfer, set over and assign any and all rights granted to them under this agreement to an association formed or to be formed of the property owners of the lots in this subdivision and such association shall have the right to enforce all of the provisions of this restrictive agreement and to make such other rules and regulations as such association deems advisable.

22. (a) In order that the park land as shown on the tract may be developed and maintained it has been decided to provide for the organization of a maintenance corporation whose members shall be residents of Brookside Park, Section K.

(b) The purchaser of any lot of land comprised in Brookside Park, Section K shall, by the acceptance of a Deed to said land, obligate and bind himself, his 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 the duties and obligations imposed by membership in said corporation.

(c) The maintenance corporation will be a mutual one and it shall assess each lot owner a tax for the first year at the rate of $5.00 per lot. This tax shall remain in force for one year from and after January 1, 1953. After the expiration of this one year period the members shall then decide on the rate for the next year or for any period that they may designate. All the land included in said tract, except that used for streets and dedicated to other public uses and excepting undeveloped lots unsold shall be subject to said annual maintenance charge. The fund so raised by said tax shall be used for the operation of said maintenance corporation and for park purposes, as set forth in paragraph (a).

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

(e) By this 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, in the opinion of the maintenance corporation, be necessary or advisable for the collection of such charges.

(f) Said charges 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 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 foreclosure shall also be subordinate in line to the lien of any further mortgage or mortgages which are placed on the property subject to such charges, with the intent that no such charges shall at any time be prior in line to the lien of any mortgage or mortgages whatsoever on such property.

(g) BROOKSIDE PARK ASSOCIATION, INC. agrees to incorporate, under the laws of the State of Delaware, a non-profit corporation under the name of "BROOKSIDE PARK MAINTENANCE CORPORATION", and to turn said corporation over to the purchasers of the lots at such time as 75% of said lots have been purchased and settled for.

23. If the first owners of any premises in the tract, or any subsequent owner thereof, elect to sell said lot, BROOKSIDE PARK ASSOCIATES, INC., its Successors and Assigns, shall have the right and option to repurchase the property for the same price at which the said first owners, their heirs and assigns or

any subsequent owner of said premises are willing to sell said premises to another. The option to repurchase shall be exercised by Brookside Park Associates Inc. and/or its Successors and Assigns, within thirty (30) days after notice mailed by Registered Mail to the last known address of said BROOKSIDE PARK ASSOCIATES, INC. and/or its Successors and Assigns, setting forth the election of the first owners, their heirs and assigns, or any subsequent owner of the premises to sell said premises and stating the sales price, the name and the address of the proposed purchaser.

24. The foregoing restrictions, conditions, easements, reservations and covenants apply to and bind only the lot included within the metes and bounds hereinabove set forth as shown on said plat of BROOKSIDE PARK, Section K, and in no event shall they be construed to apply to any other lands owned by the said BROOKSIDE PARK ASSOCIATES, INC., anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said BROOKSIDE PARK ASSOCIATES, INC., a corporation of the State of Delaware, hath caused its name by Stewart A. Burkland Jr. its Vice President to be hereunto set and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

Sealed and Delivered
in the Presence of
Irving Spiro

BROOKSIDE PARK ASSOCIATES, INC.

By: Stewart A. Burkland Jr.
Vice President
ATTEST: Gerald J. Rappoport
Secretary

* Brookside Park Associates, Inc. *
* Corporate Seal 1951 *
* Delaware *

STATE OF DELAWARE)
: SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 16th day of September in the year of our LORD one thousand nine hundred and fifty-two, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Stewart A. Burkland, Jr. Vice President of BROOKSIDE PARK ASSOCIATES, INC., a corporation existing under the laws of the State of Delaware, 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 _ President 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 deliver said Indenture 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 afore said.

* John M. Metten *
* Notary Public *
* Appointed May 16, 1952 *
* Term Two Years *
* Delaware *

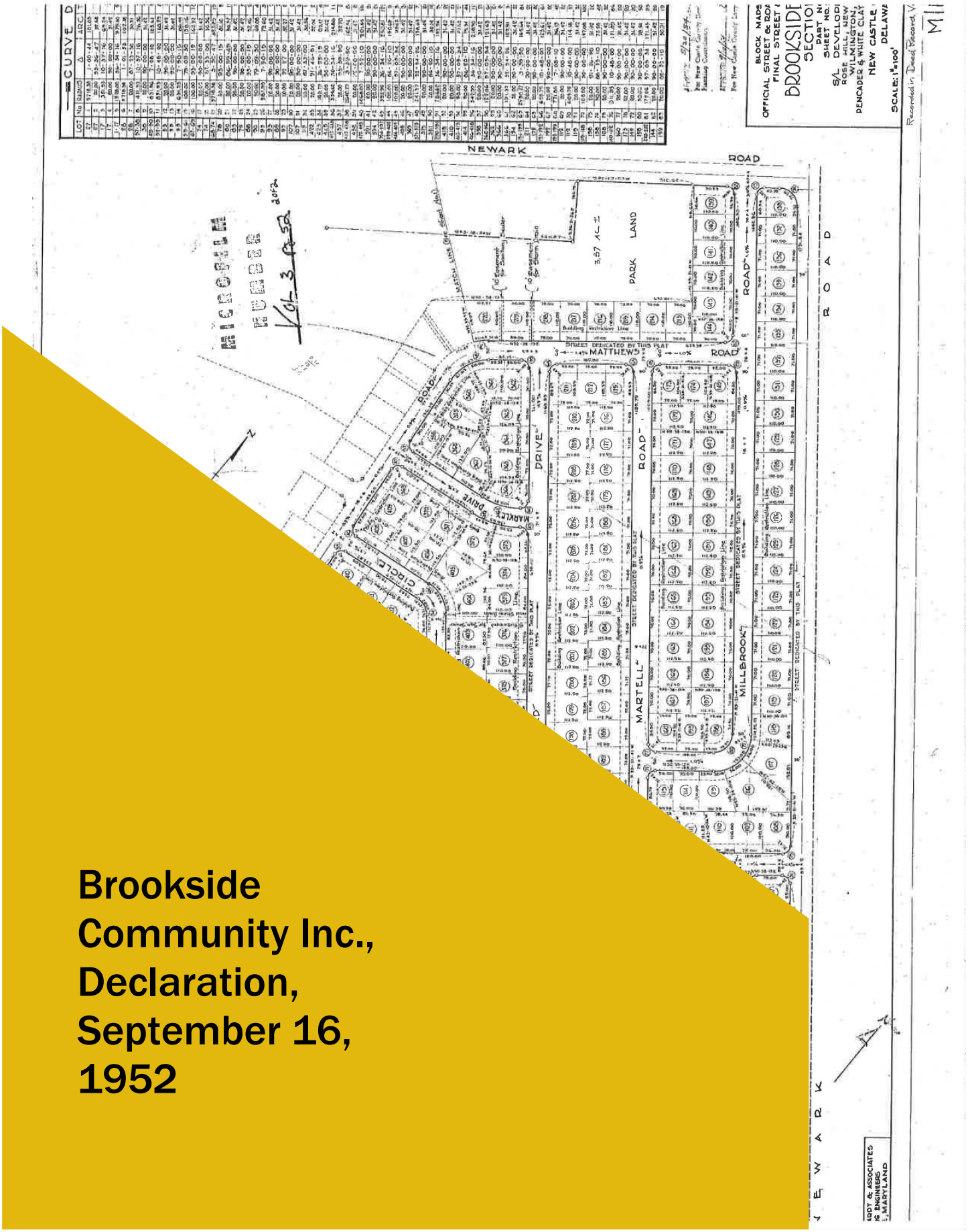
John M. Metten

Notary Public

Received for Record September 16, 1952
Burton S. Heal, Recorder. Compared Barnes

THIS DEED, MADE THIS Third day of June in the year of our LORD one thousand nine hundred and fifty-two.

BETWEEN MILLARD S. HAGY and BETTY E. HAGY, his wife, of the City of



Brookside Community Inc., Declaration, September 16, 1952

or interest of the sum of money secured by the said Indenture of Mortgage nor disturb, molest, or put to charge or damage, the present or future owner or owners, occupier or occupiers of the said hereby released portion of the aforesaid property, for or by reason of the said Indenture of Mortgage, or anything connected with it.

PROVIDED, nevertheless, that nothing herein contained shall effect the said Indenture of Mortgage, or its legal validity, or the other remaining portion of the said above mentioned and described property, not expressly hereby released therefrom.

IN WITNESS WHEREOF, The said EQUITABLE TRUST COMPANY hath caused its corporate name by M. F. Judge its Vice President to be hereunto set, and the common or corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the 14th day of November A. D. 1951.

Sealed and Delivered
in the presence of

William J. Hanley, Jr.

EQUITABLE TRUST COMPANY

BY: M. F. Judge,
Vice President.

Attest: John P. Mulhern
Secretary

Equitable Trust Company
Incorporated April 23, 1889
State of Delaware.

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

BE IT REMEMBERED, That on this 14th day of November in the year of our Lord one thousand nine hundred and fifty-one personally came before me, the subscriber, a Notary Public for the State of Delaware, M. F. Judge, Vice President of EQUITABLE TRUST COMPANY, a corporation existing under the laws of the State of Delaware, party to this Instrument of Writing, known to me personally to be such, and acknowledged this Instrument of Writing to be his act and deed and the act and deed of said corporation; that the signature of the Vice President is in his own proper handwriting; that the seal affixed is the common or corporate seal of said corporation and that his act of signing, sealing, executing, acknowledging and delivering said Instrument of Writing 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.

Walter E. Trabbold
Notary Public
Appointed Nov. 14, 1950
Term Two Years
Delaware.

Walter E. Trabbold
Notary Public.

My Commission Expires:
November 14, 1952.

Received for Record November 20, 1951.

Burton S. Neal
Recorder.

Compared
Mosley

THIS DECLARATION, made this 27th day of March, A. D. 1952,

BY BROOKSIDE PARK ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Delaware.

WHEREAS, by deed of Robert T. Jones and Esther F. Jones, dated July 31, A. D. 1951, and of record in the Office of the Recorder of Deeds in and for New Castle County, in Deed Record M, Volume 51, page 335, and by deed of PARKWAY INVESTORS, INC., a Delaware corporation, and deed of PENN CONSTRUCTION CORP., a Delaware corporation, bearing even date herewith, not yet recorded but intended so to be, the said BROOKSIDE PARK ASSOCIATES, INC. did become seized and possessed of all that certain lot, piece or parcel of land as shown on a plat of BROOKSIDE PARK, Section C, prepared by Van Demark & Lynch, Inc., dated February 12, 1952, and more particularly bounded as follows:

ALL THAT certain lot, piece or parcel of land, situated in Pencader and White Clay Creek Hundreds, County of New Castle and State of Delaware, known as BROOKSIDE PARK, Section C, and more particularly bounded and described as follows, to-wit:

BEGINNING at a point in the center line of Marrows Road (at 60 feet wide), said point of Beginning being distant the two following described courses and distances from an iron spike at the point of intersection of the center line of the Ogletown Chestnut Hill Road with the center line of a private access road leading into lands formerly of the United States Government known as the New York Port of Embarkation Ammunition Back-up Storage Area, now of Knabb Barrell Company: (1) along said center line of the Ogletown-Chestnut Hill Road, South 63 degrees 05 minutes 30 seconds West, 4.44 feet to an iron spike at the point of intersection there with the said center line of Marrows Road, and (2) along said center line of Marrow's Road, North 5 degrees 56 minutes 30 seconds West, 2646.76 feet to said point of Beginning; thence from said point of Beginning, North 90 degrees 40 minutes 55 seconds West, 1205.07 feet to a corner for lands of the University of Delaware; thence thereby the four following described courses and distances: (1) North 71 degrees 46 minutes 24 seconds West, 216.84 feet to a point; (2) North 10 degrees 19 minutes 42 seconds East, 694.02 feet to a point; (3) North 83 degrees 20 minutes 08 seconds East, 382.76 feet to a point and (4) North 5 degrees 08 minutes 10 seconds West, 350.75 feet to a point in line of lands, now or formerly of W. C. Carter; thence thereby and in part along center line of Newark Road, North 83 degrees 45 minutes 40 seconds East, 2122.58 feet to a corner for lands of said W. C. Carter and lands now or formerly of C. E. Ewing; thence along said center line of Newark Road with lands of said C. E. Ewing to the north the two following described courses and distances: (1) North 84 degrees 16 minutes 12 seconds East, 580.00 feet to a point; and (2) North 55 degrees 52 minutes 36 seconds East, 366.41 feet to a corner for lands now or formerly of Henry F. Mote; thence thereby South 36 degrees 21 minutes 26 seconds East, 195.00 feet; thence South 53 degrees 38 minutes 34 seconds West, 660.37 feet to a point; thence South 23 degrees 30 minutes West, 720.63 feet to a point; thence South 47 degrees 41 minutes 51 seconds West, 100.99 feet to a point; thence South 71 degrees 53 minutes 42 seconds West, 720.94 feet to a point; thence South 76 degrees 18 minutes 29 seconds West, 605.95 feet to a point in said center line of Marrows Road and the point and place of Beginning. Containing within

said described metes and bounds 75.4401 plus or minus, acres of land, be the same more or less.

WHEREAS, the said BROOKSIDE PARK ASSOCIATES, INC. desire to make known and declare the restrictions, conditions, easements, reservations and covenants which shall be applicable to and bind the lands owned by it as shown on the aforesaid plat.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the said BROOKSIDE PARK ASSOCIATES, INC. does hereby covenant and declare that it shall hold and stand seized and convey the lands shown on said plat foresaid and as more particularly hereinabove described, subject to the following restrictions, conditions, easements, reservations and covenants which, it is agreed, shall be covenants running with the land included within said metes and bounds and shall be binding upon itself, its successors and assigns and upon all land included within the aforesaid metes and bounds, which said restrictions, conditions, easements, reservations and covenants are hereby imposed for equal benefit of each lot shown upon said plat of BROOKSIDE PARK, Section C.

1. All lots in the tract above described shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and a one or two-car garage.

2. No building shall be located on any residential building plot nearer to the front and side street lines than the set back lines shown upon said map. This clause shall not apply to stoops upon porches, bay windows and chimney breaks.

3. No foundation wall of any building shall be erected nearer than five feet from the side line of lot. This covenant shall not apply to garages located on the year one-half of the building plot. This covenant shall also not apply to a garage so constructed that it is attached to and forms a part of the dwelling and in that event no wall of said garage shall be erected nearer than two feet from the side line of the lot, provided, however, that the distance between buildings shall not be less than five feet.

4. No part of said premises shall ever be used for trade, manufacture or business of any kind whatsoever.

5. No use shall be made of any portion of the said premises which shall be noxious, dangerous or constitute a nuisance to the adjacent residents.

6. No trailer, basement, tent, shack, garage, barn or other out-building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No signs of any description shall be displayed to the public view on any portion of residential lots of said above described premises other than the usual small professional signs and "For Sale" or "To Rent" signs havingdimensions of less than ten (10) inches by fifteen (15) inches; this provision, however, does not include signs used by the builder during the

construction period, nor does it apply to signs used by persons, firms, corporations or any one holding a mortgage or mortgages, nor to persons, firms, corporations and agencies who may, will and do insure and guarantee the said mortgage or mortgages, on the above described premises.

8. That no bird or fowl shall be kept or maintained either in cages or coops on the outside of any dwelling house.

9. That dogs shall be housed in suitable kennels, conforming architecturally with the dwelling house.

10. That no wash poles or wash lines of any kind shall be erected or maintained in the premises. In the rear yards portable laundry dryers of a revolving type, no higher than 6 feet from the ground, may be used for the drying of laundry. No more than one dryer shall be used for each house; no laundry dryer shall be left exposed unless it be in actual use.

11. That no fence of any kind shall be erected or maintained on any portion of the said premises along the front lot line. No fence of any kind shall be erected or maintained in or along the rear of said premises or from the front building line to the rear lot line or from the side of the building to the side lot line except a hedge fence, picket fence, lattice fence or wire fence. All fences of any kind herein permitted shall not be more than four (4) feet from the ground. This paragraph shall not be construed to prevent or prohibit the erection of a permanent wall commonly termed "retaining wall" where the same may be required.

12. That no one shall be permitted to place or expose any ashes, garbage, or debris, loose or contained in receptacles at any place beyond one foot of the front wall of the building facing the road upon which such building fronts. Ashes, debris and garbage shall be kept in secure, closed iron or galvanized iron receptacles, free from the gaze or sight of the public.

13. No outside or chemical toilet shall be permitted. The construction of a cesspool or septic tank, its location on the lot, and tile disposal field, if any, shall be in accordance with the requirements of the local and state health authorities. If and when public mains for the collection of sewage are available, all dwellings erected thereafter shall be connected thereto.

14. It is expressly understood and agreed that in the event of the construction of any building upon any lot in the tract, which building reaches the stage of construction commonly known in the building industry as "rough enclosure" without any court action having been commenced for an injunction to restrain the construction of the said building, then and in that event it shall be conclusively presumed that the said building complies in all respects with any and all of the covenants and restrictions contained in this declaration.

15. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981. On the termination date of January 1, 1981, the covenants shall be automatically extended for a successive ten years, unless

by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

16. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein on or before the termination thereof, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. No residence shall be erected or placed on any building plot which has an area less than 6000 sq. ft. or a width of less than 40 feet at the front building set back line. No dwelling structure costing less than $4000.00 shall be constructed on any plot in the tract.

19. An easement is retained over the rear five feet of each lot and over the five feet on each side of the dividing lines between the plots, all as shown on the aforementioned plan, for installation of all necessary utility services, including gas, electric, water, sewer and drainage as may be required in connection with the proposed construction. Easements are also reserved for storm water drainage as shown on the said plat of BROOKSIDE PARK, Section C.

20. BROOKSIDE PARK ASSOCIATES, INC. reserve the right to modify the within declaration of restrictions without the consent of the owners or mortgagees of the property at any time prior to January 1, 1954, in order to correct any and all minor variations and violations of said restrictions arising out of the construction of the homes in the project.

21. No building shall be erected, placed or altered nor shall any improvement, addition or extension to any existing building on any of the building plots in this sub-division until the building plans, specifications and plot plan showing the location of such building and the proposed alteration and/or improvement have been approved in writing as to conformity and harmony of external design and existing structures in this sub-division and as to location of the building with respect to topography and finished ground elevation by a committee composed of Raymond A. Burkland and Gerald J. Rappoport. In the event of the death or resignation of any member of said committee the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or a designated representative fails to approve or disapprove such design or location within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building or improvements or addition, or the making of such alterations have been commenced prior to completion thereof, such approval will not be required

and this covenant will be deemed to have been fully complied with. The powers and duties of such committee and of its designated representative shall cease on and after January 1, 1981. Thereafter the approval required in this covenant shall not be required unless prior to the said date and effective thereon a written instrument shall be executed by the then record owner of a majority of the lots in this sub-division and duly recorded appointing a representative who shall thereafter exercise the said powers previously exercised by said committee.

Notwithstanding anything to the contrary hereinbefore set forth the committee herein appointed shall have the right, power and/or authority to transfer, set over and assign any and all rights granted to them under this agreement to an association formed or to be formed of the property owners of the lots in this sub-division and such association shall have the right to enforce all of the provisions of this restrictive agreement and to make such other rules and regulations as such association deems advisable.

22. (a) In order that the park land as shown on the tract may be developed and maintained it has been decided to provide for the organization of a maintenance corporation whose members shall be residents of Brookside Park, Section C.

(b) The purchaser of any lot of land comprised in Brookside Park, Section C, shall, by the acceptance of a deed to said land, obligate and bind himself, his 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 the duties and obligations imposed by membership in said corporation.

(c) The maintenance corporation will be a mutual one and it shall assess each lot owner a tax for the first year at the rate of $5.00 per lot. This tax shall remain in force for one year from and after January 1, 1953. After the expiration of this one year period the members shall then decide on the rate for the next year or for any period that they may designate. All the land included in said tract, except that used for streets and dedicated to other public use and excepting undeveloped lots unsold shall be subject to said annual maintenance charge. The fund so raised by said tax shall be used for the operation of said maintenance corporation and for park purposes, as set forth in paragraph (a).

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

(e) By his 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, in the opinion of the maintenance corporation, be necessary or advisable

for the collection of such charges.

(f) Said charges 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 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 foreclosure shall also be subordinate in line to the lien of any further mortgage or mortgages which are placed on the property subject to such charges, with the intent that no such charges shall at any time be prior in line to the lien of any mortgage or mortgages whatsoever on such property.

(g) BROOKSIDE PARK ASSOCIATES, INC. agrees to incorporate, under the laws of the State of Delaware, a non-profit corporation under the name of "BROOKSIDE PARK MAINTENANCE CORPORATION" and to turn said corporation over to the purchasers of the lots at such time as 75% of said lots have been purchased and settled for.

23. The foregoing restrictions, conditions, easements, reservations and covenants apply to and bind only the lots included within the metes and bounds hereinabove set forth as shown on said plat of BROOKSIDE PARK, Section C, and in no event shall they be construed to apply to any other lands owned by the said BROOKSIDE PARK ASSOCIATES, INC., anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said BROOKSIDE PARK ASSOCIATES, INC., a corporation of the State of Delaware, hath caused its name by Raymond A. Burkland its President to be hereunto set and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Ass't. Secretary, the day and year first above written.

Sealed and delivered
in the presence of:

John M. Metten

BROOKSIDE PARK ASSOCIATES, INC.

BY: Raymond S. Burkland
President.

Attest: Emmando Volpinoni
Asst. Secretary.

* Brookside Park Associates, Inc. *
* Corporate Seal - 1951 *
* Delaware. *

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

BE IT REMEMBERED, that on this 27th day of March, in the year of our Lord one thousand nine hundred and fifty-two, personally came before me, the subscriber, a Notary Public for the State of Delaware, Raymond A. Burkland President of BROOKSIDE PARK ASSOCIATES, INC., a corporation existing under the laws of the State of Delaware, 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 President 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 Indenture 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.

Melanie M. Ruggieri
Notary Public
Appointed May 9, 1951
Term Two Years
Delaware.

Melanie M. Ruggieri
Notary Public.

Received for Record March 27, 1952

Burton S. Neal

Recorder.

Compared Herein

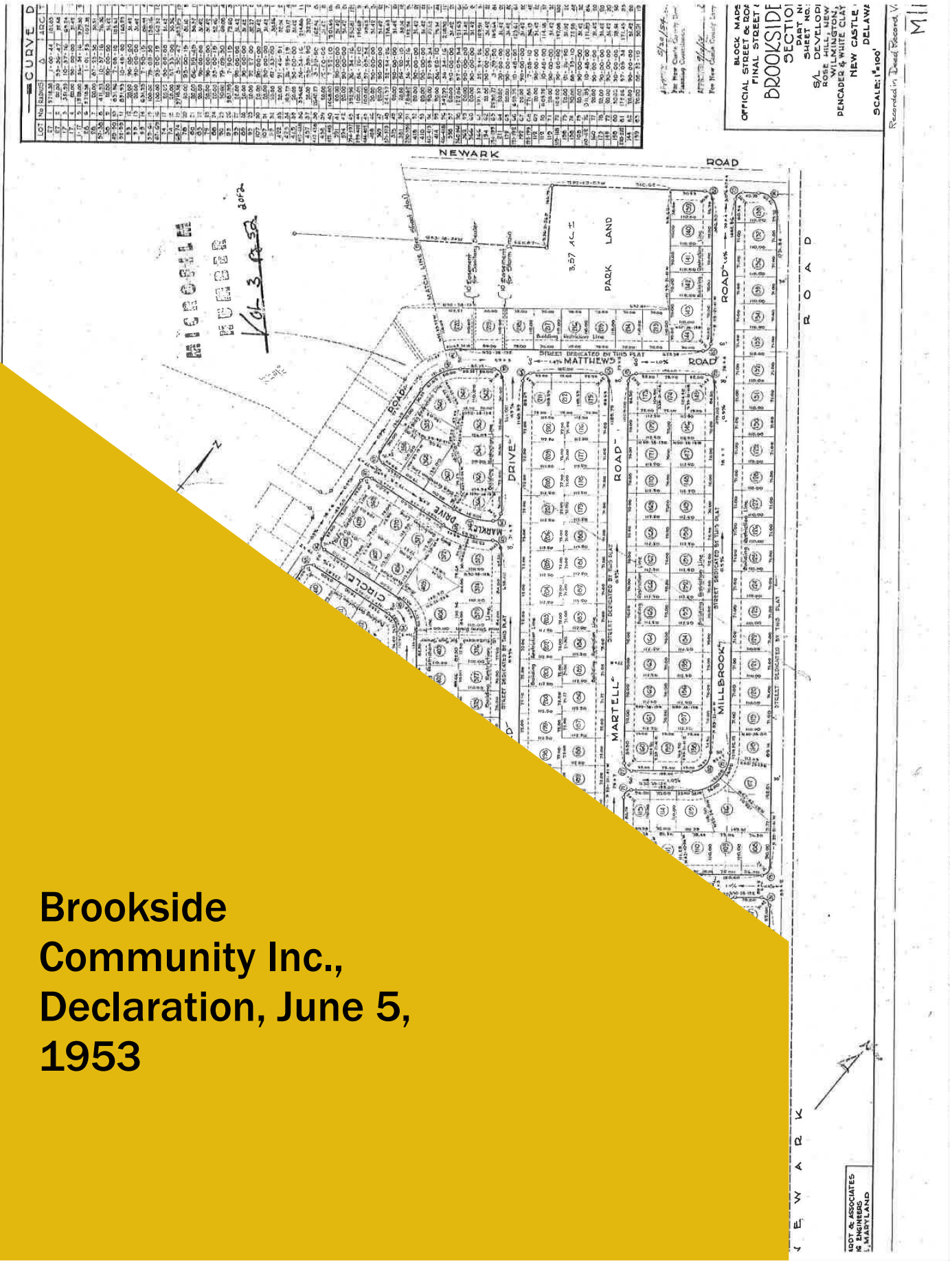
WHEREAS, EDWARD CLYDE WEER and EMILY D. WEER, his wife, of New Castle Hundred, New Castle County and State of Delaware, did by Indenture of Mortgage bearing date the Twenty-eighth day of May A. D. 1951 grant and convey unto EQUITABLE TRUST COMPANY, a corporation of the State of Delaware,

ALL THOSE CERTAIN lots or pieces of land SITUATE in Swanwyck Gardens, New Castle Hundred, New Castle County and State of Delaware, in said Indenture of Mortgage more particularly bounded and described; to secure the payment of TWENTY-FOUR THOUSAND DOLLARS ($24,000.00) with interest as therein expressed as by the said Mortgage recorded in the office for Recording of Deeds, &c., at Wilmington in and for the County of New Castle and State of Delaware in Mortgage Record N Vol. 39 Page 471 will more fully and at large appear, which said Mortgage contained a proviso, that the same should be void and of no effect, on the payment by the said Edward Clyde Weer and Emily D. Weer to the said Equitable Trust Company, of the debt therein mentioned.

AND WHEREAS, the said EQUITABLE TRUST COMPANY, upon the suggestion and at the special instance and request of the said Edward Clyde Weer and Emily D. Weer is desirous of discharging a portion of the said above mentioned and described property, of and from the lien of said Mortgage.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said EQUITABLE TRUST COMPANY, favoring the request of the said EDWARD CLYDE WEER and EMILY D. WEER, and for and in consideration of the sum of Twelve Thousand ($12,000.00) Dollars, to it in hand, paid by the said Edward Clyde Weer and Emily D. Weer, the receipt whereof is hereby acknowledged hath and by these presents, doth for itself, its Successors and assigns, remise, release, and forever quit claim unto the said Edward Clyde Weer and Emily D. Weer, their heirs, executors, administrators and assigns, all that portion of the above mentioned and described property, bounded and described as follows, to-wit:

ALL THOSE TWO CERTAIN lots or pieces of land with the Buildings thereon erected, SITUATE in New Castle Hundred, New Castle County and State of Delaware, known as Lots Nos. 31 and 33 on the Plot of Swanwyck Gardens, as said Plot is recorded in the Office of the Recorder of Deeds in and for New Castle County in Plat Record No. 2, page 32, more particularly bounded and described as follows, to-wit:



Brookside Community Inc., Declaration, June 5, 1953

GIVEN under my hand and seal of office, the day and year aforesaid.

Frederick D. Gebhardt
Notary Public
New Jersey
My Commission Expires:
April 26, 1954.

Frederick D. Gebhardt
Notary Public.

Received for Record March 9, 1953.

Burton S. Heal

Recorder.

Compared
Keefer

THIS DECLARATION, made this 5th day of June, A. D. 1953,

BY BROOKSIDE PARK ASSOCIATES, INC., a corporation organized and existing under the laws of the State of Delaware.

WHEREAS, by Deed of Robert T. Jones and Esther F. Jones, dated July 31, A. D. 1951, and of record in the Office of the Recorder of Deeds in and for New Castle County, in Deed Record M, Volume 51, Page 335, and by Deed of Parkway Investors, Inc., a Delaware corporation, bearing even date herewith, not yet recorded but intended so to be, the said BROOKSIDE PARK ASSOCIATES, INC. did become seized and possessed of all that certain lot, piece or parcel of land as shown on a plot of Brookside Park, Section M, prepared by Whiteman, Requardt & Associates, dated May 7, 1953.

ALL THAT certain lot, piece or parcel of land, with the improvements thereon erected, situate in Pencader Hundred, New Castle County and State of Delaware, known as Brookside Park, Section M, and more particularly bounded and described as follows, to-wit:

BEGINNING at a stone, said stone being a corner of the lands of the University of Delaware and the lands of Brookside Park Associates, Inc., said point of beginning also being at the point formed by the intersection of the northerly line of Brookside Park, Section "K", and the westerly line of Brookside Park, Section "M" and running thence from said point of beginning the following courses and distances: (1) North 06 degrees 35 minutes 10 seconds West 2038.93 feet with and along a line of lands of the University of Delaware to a point; thence (2) South 89 degrees 40 minutes 55 seconds East 1205.07 feet to a point on the center line of Marrows Road; thence (3) North 76 degrees 18 minutes 50 seconds East 605.99 feet to a point; thence (4) North 71 degrees 53 minutes 42 seconds East 734.07 feet to a point; thence (5) South 6 degrees 27 minutes 15 seconds East 2322.61 feet to a point on the northerly right of way line of the Oglatown-Chestnut Hill Road as laid out and now existing 80 feet wide; thence with and along said right of way line of said Oglatown-Chestnut Hill Road the following three courses and distances: (6) South 62 degrees 56 minutes 40 seconds West 1219.60 feet to a point of curvature; thence (7) 1070.20 feet along an arc of a curve to the right having a radius of 2803.29 feet and a long chord bearing of South 73 degrees 52 minutes 52 seconds West 1063.72 feet to a point of tangency; thence (8) South 84 degrees 49 minutes 05 seconds West 127.09 feet to a point of curvature; thence (9) 31.43 feet along an arc of a curve to the right having a radius of 20.00 feet and a long chord bearing of North 50 degrees 09 minutes 58 seconds West 28.29 feet to a point of tangency on the easterly right

of way line of North Kingston Road as laid out and now existing 60 feet wide; thence (10) North 05 degrees 09 minutes 00 seconds West 574.22 feet with and along said easterly line of North Kingston Road as laid out, now existing 60.00 feet wide to a point of curvature as shown on the plat of Brookside Park, Section "K"; thence (11) 176.53 feet along an arc of a curve to the left having a radius of 110.00 feet and a long chord bearing of North 51 degrees 07 minutes 30 seconds West 158.19 feet to a point of tangency; thence (12) South 82 degrees 54 minutes 00 seconds West 76.37 feet with and along the northerly right of way line of Kensington Lane as laid out and now existing 60.00 feet wide, as shown on the aforesaid plat of Brookside Park, Section "K" to a point; said point being on the line of division between Section "K" and Section "M" of Brookside Park; thence (13) North 06 degrees 35 minutes 10 seconds West 120.00 feet to the point of beginning; containing within said metes and bounds 148.13 acres of land more or less.

WHEREAS, the said Brookside Park Associates, Inc. desire to make known and declare the restrictions, conditions, easements, reservations and covenants which shall be applicable to and bind the residential lots owned by it as shown on the aforesaid plat.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the said Brookside Park Associates, Inc., does hereby covenant and declare that it shall hold and stand seized and convey the numbered residential lots shown on said plat aforesaid, subject to the following restrictions, conditions, easements, reservations and covenants, which, it is agreed, shall be covenants running with the lands laid out and numbered on said plat and shall be binding upon itself, its successors and assigns and upon all numbered lots included within said metes and bounds, which said restrictions, conditions, easements, reservations and convenants are hereby imposed for the equal benefit of each numbered residential lot shown upon said plat of Brookside Park, Section M.

1. All lots in the tract above described and numbered on said plat shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and one or two-car garage.

2. No building shall be located on any residential building plot nearer to the front and side street lines than the set back lines shown upon said map. This clause shall not apply to stoops upon porches, bay windows and chimney breaks.

3. No foundation wall of any building shall be erected nearer than five feet from the side line of the lot. This covenant shall not apply to garages located on the rear one-half of the building plot. This covenant shall also not apply to a garage so constructed that it is attached to and forms a part of the dwelling and in that event no wall of said garage shall be erected nearer than two feet from the side lines of the lot, provided, however, that the distance between buildings shall not be less than five feet.

4. No part of said premises shall ever be used for trade, manufacture or business of any kind whatsoever.

5. No use shall be made of any portion of the said premises which shall be noxious, dangerous or constitute a nuisance to the adjacent residents.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No signs of any description shall be displayed to the public view on any portion of residential lots of said above described premises other than the usual small professional signs and "For Sale" or "To Rent" signs having dimensions of less than ten (10) inches by fifteen (15) inches; this provision, however, does not include signs used by the builder during the construction period, nor does it apply to signs used by persons, firms, corporations, or any one holding a mortgage or mortgages, nor to persons, firms, corporations and agencies who may, will and do insure and guarantee the said mortgage or mortgages, on the above described premises.

8. That no bird or fowl shall be kept or maintained either in cages or coops on the outside of any dwelling house.

9. That dogs shall be housed in suitable kennels, conforming architecturally with the dwelling house.

10. That no wash poles or wash lines of any kind shall be erected or maintained in the premises. In the rear yards portable laundry dryers of a revolving type, no higher than 6 feet from the ground, may be used for the drying of laundry. No more than one dryer shall be used for each house; no laundry dryer shall be left exposed unless it be in actual use.

11. That no fence of any kind shall be erected or maintained on any portion of the said premises along the front lot line. No fence of any kind shall be erected or maintained in or along the rear of said premises or from the front building line to the rear lot line or from the side of the building to the side lot line except a hedge fence, picket fence, lattice fence or wire fence. All fences of any kind herein permitted shall not be more than four (4) feet from the ground. This paragraph shall not be construed to prevent or prohibit the erection of a permanent wall commonly termed "retaining wall" where the same may be required.

12. That no one shall be permitted to place or expose any ashes, garbage or debris, loose or contained in receptables at any place beyond one foot of the front wall of the building facing the road upon which such building fronts. Ashes, debris and garbage shall be kept in secure, closed iron or galvanized iron receptacles, free from the gaze or sight of the public.

13. No outside or chemical toilet shall be permitted. The construction or a cesspool or septic tank, its location on the lot, and tile disposal field, if any, shall be in accordance with the requirements of the local and state health authorities. If and when public mains for the collection of sewage are available, all dwellings erected thereafter shall be connected thereto.

14. It is expressly understood and agreed that in the event of the construction of any building upon any lot in the tract, which building reaches the stage of construction commonly known in the building industry as "rough

enclosure" without any court action having been commenced for an injunction to restrain the construction of the said building, then and in that event it shall be conclusively presumed that the said building complies in all respects with any and all of the covenants and restrictions contained in this declaration.

15. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981. On the termination date of January 1, 1981, the covenants shall be automatically extended for a successive ten years, unless by vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

16. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein on or before the termination thereof, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law of in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. No residence shall be erected or placed on any building plot which has an area less than 6,000 square feet or a width of less than 40 feet at the front building set back line. No dwelling structure costing less than $4,000.00 shall be constructed on any plot in the tract.

19. An easement is retained over the rear five feet of each lot and over the five feet on each side of the dividing lines between the plots, all as shown on the aforementioned plan, for installation of all necessary utility services, including gas, electric, water, sewer and drainage as may be required in connection with the proposed construction. Easements are also reserved as shown on the said plat of BROOKSIDE PARK, Section M.

20. BROOKSIDE PARK ASSOCIATES, INC. reserve the right to modify the within declaration of restriction without the consent of the owners or mortgagees of the property at any time prior to January 1, 1955, in order to correct any and all minor variations and violations of said restrictions arising out of the construction of the homes in the project.

21. No building shall be erected, placed or altered nor shall any improvement, addition or extension to any existing building on any of the building plots in this subdivision until the building plans, specifications and plot plan showing the location of such building and the proposed alteration and/or improvement have been approved in writing as to conformity and harmony of external design and existing structures in this subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Raymond A. Burkland and Irving Spiro. In the event of the death or resignation of any member of said committee the remaining member or

members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or a designated representative fails to approve or disapprove such design or location within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building or improvements or addition, or the making or such alterations have been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such committee and of its designated representatives shall cease on and after January 1, 1981. Thereafter the approval required in this covenant shall not be required unless prior to the said date and effective thereon a written instrument shall be executed by the then record owner of a majority of the lots in this subdivision and duly recorded appointing a representative who shall thereafter exercise the said powers previously exercised by said committee.

Notwithstanding anything to the contrary hereinbefore set forth the committee herein appointed shall have the right, power and/or authority to transfer, set over and assign any and all rights granted to them under this agreement to an association formed or to be formed of the property owners of the lots in this subdivision and such association shall have the right to enforce all of the provisions of this restrictive agreement and to make such other rules and regulations as such association deems advisable.

22. (a) In order that the park land and community facilities as shown on the tract may be developed and maintained it has been decided to provide for the organization of a maintenance corporation whose members shall be residents of Brookside Park, Section M.

(b) The purchaser of any lot of land comprised in Brookside Park, Section M shall, by the acceptance of a Deed to said land, obligate and bind himself, his 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 the duties and obligations imposed by membership in said corporation.

(c) The maintenance corporation will be a mutual one and it shall assess each residential lot owner a tax for the first year at the rate of $5.00 per lot. This tax shall remain in force for one year from and after January 1, 1954. After the expiration of this one year period the members shall then decide on the rate for the next year or for any period that they may designate. All the land included in said tract, except that used for streets and dedicated to other public uses and excepting undeveloped lots unsold shall be subject to said annual maintenance charge. The fund so raised by said tax shall be used for the operation of said maintenance corporation and for park purposes, as set forth in pragraph (a).

(d) It is expressly agreed that the maintenance charges referred to above shall be held to be a lien or encumbrance on the land with respect to which said charges are made and it is expressly stated that by the acceptance of title to any of the land included in said tract the owner (not including thereby a mortgagee) from the time of acquiring title thereto shall be held to have

covenanted and agreed to pay said charges to the maintenance corporation.

(e) By this 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 in the opinion of the maintenance corporation, be necessary or advisable for the collection of such charges.

(f) Said charges 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 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 foreclosure shall also be subordinate in line to the lien of any further mortgage or mortgages which are placed on the property subject to such charges, with the intent that no such charges shall at any time be prior in line to the lien of any mortgage or mortgages whatsoever on such property.

(g) BROOKSIDE PARK ASSOCIATES, INC. agrees to incorporate, under the laws of the State of Delaware, a non-profit corporation under the name of "BROOKSIDE PARK MAINTENANCE CORPORATION" and to turn said corporation over to the purchasers of the lots at such time at 75% of said lots have been purchased and settled for.

23. (a)If the first owners of any premises in the tract, or any subsequent owner thereof, elect to sell said lot, BROOKSIDE PARK ASSOCIATES, INC., its successors and assigns, shall have the right and option to repurchase the property for the same price at which the said first owners, their heirs and assigns or any subsequent owner of said premises are willing to sell said premises to another. The option to repurchase shall be exercised by Brookside Park Associates, Inc. and/or its successors and assigns, within thirty (30) days after notice mailed by Registered Mail to the last known address of said BROOKSIDE PARK ASSOCIATES, INC. and/or its successors and assigns, setting forth the election of the first owners, their heirs and assigns, or any subsequent owner of the premises to sell said premises and stating the sales price, the name and the address of the proposed purchaser.

23. (b) Brookside Park Associates, Inc. does hereby waive any and all of its repurchase rights and the notices in connection therewith as set forth in the foregoing reservation ir connection with any judicial sale of the premises, including but not limited to sales made by a sheriff or any other officer of the Court: or sales made pursuant to execution of a judgment or foreclosure of a mortgage, lien or other encumbrance affecting any of said properties. Brookside Park Associates, Inc. does hereby waive any and all of its repurchase rights and the notices in connection therewith as set forth in the foregoing reservation in connection with the sale of any of said properties made by any mortgage lending institution (including but not limited to savings banks, commercial

banks, insurance companies, and trust companies) as owners of said property; but said reservation shall be applicable and binding upon all purchasers and owners of the properties excluding, however, mortgage lending institutions.

24. The foregoing restrictions, conditions, easements, reservations and covenants apply to and bind only the numbered residential lots included within the metes and bounds hereinabove set forth as shown on said plot of Brookside Park, Section M, and in no event whatsoever shall they be construed to apply to any other lands owned by the said Brookside Park Associates, Inc. nor to areas designated on said plat as sites for shopping centers, schools, churches, service station, housing or apartments, or commercial or community facilities, anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said BROOKSIDE PARK ASSOCIATES, INC., a corporation of the State of Delaware, hath caused its name by Raymond A. Burkland its President to be hereunto set and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

Sealed and delivered
in the presence of:

John M. Metten

BROOKSIDE PARK ASSOCIATES, INC.

BY: Raymond A. Burkland
President.

Attest: Irving Spiro

Brookside Park Associates, Inc.
Incorporated 1951 - Delaware.

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

BE IT REMEMBERED, That on this 5th day of June in the year of our Lord one thousand nine hundred and fifty-three, personally came before me, the subscriber, a Notary Public for the State of Delaware, Raymond A. Burkland President of BROOKSIDE PARK ASSOCIATES, INC., a corporation existing under the laws of the State of Delaware, 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 President 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 Indenture 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.

John M. Metten
Notary Public

John M. Metten
Notary Public
Appointed May 18, 1952
Term Two Years
Delaware.

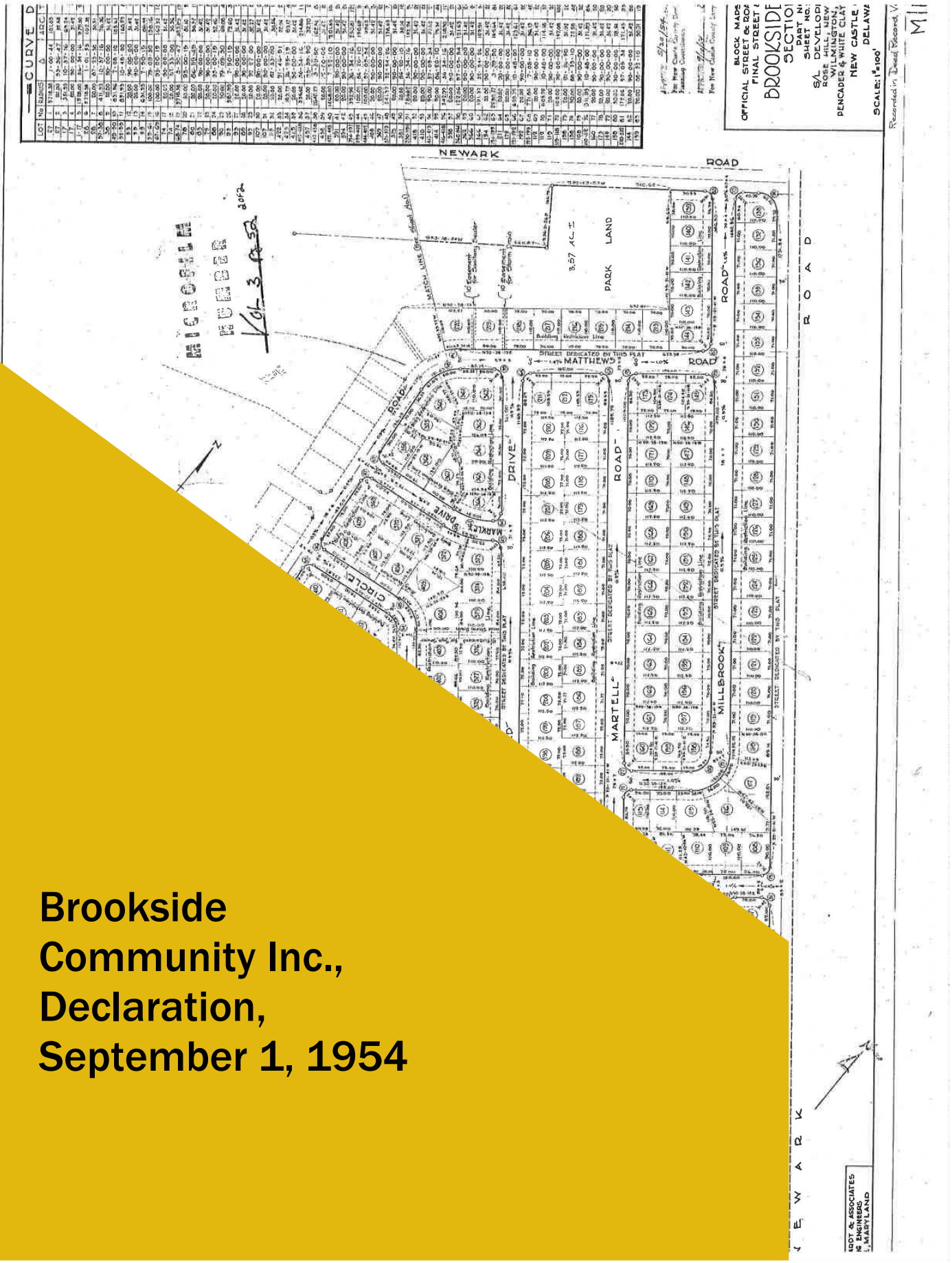
Received for Record June 9, 1953.

Burton S. Heal
Recorder.

Compared
Keefer

THIS DECLARATION, made this 8th day of June, A. D. 1953,

BY THE KORN-LEE CORP., INC., a corporation organized and existing under the laws of the State of Delaware.



Brookside Community Inc., Declaration, September 1, 1954

of their rights conferred under paragraph 1, above quoted, do hereby amend paragraph 4, above recited, by adding after the words "business purposes", the following:

"but upon the same being so designated, then all buildings on said Lots 1 to 10, inclusive, shall be set back 80 feet from the front lot line".

AND FURTHER, the undersigned do hereby ratify and confirm in all other respects the said reservations and restrictions set forth in the above recited Indenture.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals, this 16th day of July, A. D. 1954.

Signed and sealed
in the Presence of:

Harry-Not Legible

Malcom K. Beyer (Seal)

Eugenia W. Beyer (Seal)

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

BE IT REMEMBERED, That on this 16th day of July, in the year of our Lord one thousand nine hundred and fifty-four, personally came before me, the Subscriber, a Notary Public for the County and State aforesaid, MALCOLM K. BEYER and EUGENIA W. BEYER, his wife, parties to this Instrument of Writing, known to me personally to be such, and acknowledged this Instrument of Writing to be their Deed.

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

Grace F. Bacon
Notary Public
Appointed Aug. 26, 1952
Term 2 years
Delaware.

My Commission expires:
Aug. 26, 1954.

Grace E. Bacon
Notary Public.

Received for Record September 2,1954.

Burton S. Heal
Recorder.

Compared Clerk

G-55-518

THIS DECLARATION, made this 1st day of September, A. D. 1954,

BY S/L DEVELOPMENT CO., a corporation organized and existing under the laws of the State of Delaware.

WHEREAS, by Deed of Newark Building and Supply, Inc., a Delaware Corporation, dated September 1, A. D. 1954, not yet recorded but intended so to be, the said S/L DEVELOPMENT CO. did become seized and possessed of all that certain lot, piece or parcel of land as shown on a plat of Brookside Park, Section M-2, prepared by Whitman, Requardt & Associates, dated May 7, 1954.

PARCEL A

ALL THAT certain lot, piece or parcel of land situate in Pencader and White Clay Creek Hundreds, New Castle County and State of Delaware, as shown on a map entitled "Brookside Park, Section M-2" prepared by Whitman, Requardt and Associates, Inc. and bearing a preliminary date of May 7, 1954, more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the easternmost line of Brookside Park Section "M",

being South 6° 27' 15" East 409.10 feet from the point of intersection of said easternmost line and the southerly right of way line of Brookside Boulevard as laid out and now existing sixty (60) feet wide, said point being also the northwestern corner of lands now or late of James Morris, said point being shown on Sheet 2 of 2 of the Plat of Brookside Park Section "M" and running thence from the said point of beginning: (1) North 58° 58' 30" East 1282.00 feet to a point, thence (2) South 32° 24' 15" East 628.35 feet to a point on the northerly right of way line of the Ogletown-Chestnut Hill Road as laid out and now existing eighty (80) feet wide, thence with and along said northerly right of way line of said Ogletown-Chestnut Hill Road; (3) 313.91 feet along an arc of a curve to the left having a radius of 5718.38 feet and a long chord bearing of North 60° 41' 56" East 313.87 feet to a point, thence (4) North 31° 48' 25" West 719.83 feet to a point, thence (5) North 53° 56' 35" East 644.77 feet to a point, thence (6) South 36° 21' 26" East 738.24 feet to a point on the said northerly right of way line of the Ogletown-Chestnut Hill Road (80 feet wide), thence with and along said northerly right of way line of said Ogletown-Chestnut Hill Road the following two courses and distances (7) 388.88 feet along an arc of a curve to the left having a radius of 5718.38 feet and a long chord bearing of North 50° 08' 13" East 388.80 feet to a point of tangency, thence (8) North 48° 11' 19" East 331.29 feet to a point of curvature, thence (9) 30.56 feet along an arc of a curve to the left having a radius of 20.00 feet and a long chord bearing of North 4° 24' 49" East 27.67 feet to a point of tangency, said point being thirty (30.00) feet west of the centerline of Newark Road, thence parallel to and 30.00 feet west of said centerline of Newark Road, thence (10) North 39° 21' 41" West 2763.94 feet to a point of curvature, thence (11) 77/28 feet along an arc of a curve to the left having a radius of 50.00 feet and a long chord bearing of North 83° 38' 16" West 69.81 feet to a point of tangency, said point being thirty (30.00) feet south of the centerline of Newark Road, thence parallel to and 30.00 feet south of said centerline of Newark Road, thence (12) South 52° 05' 09" West 541.95 feet to a point on the South 36° 21' 26" East 195.0 foot plat line of the plat of Brookside Park Section No. C, thence with and along the boundary of Section No. C the following four courses and distances; (13) South 36° 21' 26" East 166.79 feet to a point, thence (14) South 53° 38' 34" West 660.87 feet to a point, thence (15) South 23° 30' West 720.63 feet to a point, thence (16) South 47° 41' 51" West 85.13 feet to a point at the northeasternmost corner of Brookside Park Section "M" and thence with and along the easternmost line of said Section "M", thence (17) South 6° 27' 15" East 1756.78 feet to the point of beginning; containing within said metes and bounds 123.489 acres of land more or less.

BEING the same lands and premises which Penn Construction Corp., a Delaware Corporation, by deed dated August 17, 1954 and of record in the Office of the Recorder of Deeds, in and for New Castle County on August 19, 1954, did grant and convey unto the party of the first part hereto in fee.

PARCEL B.

ALL THAT CERTAIN lot, piece or parcel of land situate in Penoader

Hundred, New Castle County, State of Delaware, more particularly bounded and described in accordance with a survey of Whitman, Requardt and Associates, Inc. dated August 25, 1954 as follows, to-wit:

BEGINNING at a point on the Northerly right of way line of Martindale Drive, a fifty feet wide street, the said point of beginning being also on the easterly division line of Section "M" as shown on the plat of Brookside Park, Section "M" Sheet N. 2 of 2, and running thence from the point of beginning South 71 degrees 53' 42" West 17.35 feet along the northerly right of way line of Martindale Drive to a point, thence North 18 degrees 06' 18" West 100.00 feet to a point, thence North 71 degrees 53' 42" East 40.08 feet to a point on the above mentioned easterly division line of Section "M", thence South 6 degrees 27' 15" East, 102.11 feet along said easterly division line to the point of beginning; containing within the said metes and bounds 0.066 acres of land more or less.

BEING the same lands and premises which Brookside Park Associates, Inc., a Delaware Corporation, by deed bearing even date herewith not yet recorded but intended so to be did grant and convey unto the party of the first part hereto, in fee.

WHEREAS, the said S/L Development Co. desires to make known and declare the restrictions, conditions, easements, reservations and covenants which shall be applicable to and bind the residential lots owned by it as shown on the aforesaid plat.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, the said S/L Development Co. does hereby covenant and declare that it shall hold and stand seized and convey the numbered residential lots shown on said plat aforesaid, subject to the following restrictions, conditions, easements, reservations and covenants, which, it is agreed, shall be covenants running with the lands laid out and numbered on said plat and shall be binding upon itself, its successors and assigns and upon all numbered lots included within said metes and bounds, which said restrictions, conditions, easements, reservations and covenants are hereby imposed for the equal benefit of each numbered residential lot shown upon said plat of Brookside Park, including Section M-2.

1. All lots in the tract above described and numbered on said plat shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single family dwelling not to exceed two and one-half stories in height and one or two-car garage.

2. No building shall be located on any residential building plot nearer to the fron and side street lines than the set back lines shown upon said map. This clause shall not apply to stoops upon porches, bay windows and chimney breaks.

3. No foundation wall of any building shall be erected nearer than five feet from the side line of the lot. This covenant shall not apply to garages located on the rear one-half of the building plot. This covenant shall also not apply to a garage so constructed that it is attached to

and forms a part of the dwelling and in that event no wall of said garage shall be erected nearer than two feet from the side lines of the lot, provided, however, that the distance between buildings shall not be less than five feet.

4. No part of said premises shall ever be used for trade, manufacture or business of any kind whatsoever.

5. No use shall be made of any portion of the said premises which shall be noxious, dangerous or constitute a nuisance to the adjacent residents.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

7. No signs of any description shall be displayed to the public view on any portion of residential lots of said above described premises other than the usual small professional signs and "For Sale" or "To Rent" signs having dimensions of less than ten (10) inches by fifteen (15) inches; this provision, however, does not include signs used by the builder during the construction period, nor does it apply to signs used by persons, firms, corporations, or any one holding a mortgage or mortgages, nor to persons, firms, corporation and agencies who may, will and do insure and guarantee the said mortgage or mortgages, on the above described premises.

8. That no bird or fowl shall be kept or maintained either in cages or coops on the outside of any dwelling house.

9. That dogs shall be housed in suitable kennels, forming architecturally with the dwelling house.

10. That no wash poles or wash lines of any kind shall be erected or maintained in the premises. In the rear yards portable laundry dryers of a revolving type, no higher than 6 feet from the ground, may be used for the drying of laundry. No more than one dryer shall be used for each house; no laundry dryer shall be left exposed unless it be in actual use.

11. That no fence of any kind shall be erected or maintained on any portion of the said premises along the front lot line. No fence of any kind shall be erected on maintained in or along the rear of said premises or from the front building line to the rear lot line or from the side of the building to the side lot line - - -except a hedge fence, picket fence, lattice fence or wire fence. All fences of any kind herein permitted shall not be more than four (4) feet from the ground. This paragraph shall not be construed to prevent or prohibit the erection of a permanent wall commonly termed "retaining wall" where the same may be required.

12. That no one shall be permitted to place or expose any ashes, garbage or debris, loose or contained in receptacles at any place beyond one foot of the front wall of the building facing the road upon which such building fronts. Ashes, debris and garbage shall be kept in secure, closed iron or galvanized iron receptacles, free from the gaze or sight of the public.

13. No outside or chemical toilet shall be permitted. The construction of a cesspool or septic tank, its location on the lot, and tile dis-

posal field, if any, shall be in accordance with the requirements of the local and State health authorities. If and when public mains for the collection of sewage are available, all dwellings erected thereafter shall be connected thereto.

14. It is expressly understood and agreed that in the event of the construction of any building upon any lot in the tract, which building reaches the stage of construction commonly known in the building industry as "rough enclosure" without any court action having been commenced for an injunction to restrain the construction of the said building, then and in that event it shall be conclusively presumed that the said building complies in all respects with any and all of the covenants and restrictions contained in this declaration.

15. These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981. On the termination date of January 1, 1981, the covenants shall be automatically extended for a successive ten years, unless by vote of the majority of the then owners of the lots of Section M-2 it is agreed to change said covenants in whole or in part.

16. If the parties hereto, or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein on or before the termination thereof, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

17. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

18. No residence shall be erected or placed on any building plot which has an area less than 6,000 square feet or a width of less than 40 feet at the front building set back line. No dwelling structure costing less than $4,000.00 shall be constructed on any plot in the tract.

19. An easement is retained over the rear five feet of each lot and over the five feet on each side of the dividing lines between the plots, all as shown on the aforementioned plan, for installation of all necessary utility services, including gas, electric, water, sewer and drainage as may be required in connection with the proposed construction. Easements are also reserved as shown on the said plat of BROOKSIDE PART, Section M-2.

20. S/L DEVELOPMENT CO. reserves the right to modify the within declaration of restriction without the consent of the owners or mortgagees of the property at any time prior to January 1, 1958, in order to correct any and all minor variations and violations of said restrictions arising out of the construction of the homes in the project.

21. No building shall be erected, placed or altered nor

shall any improvement, addition or extension to any existing building on any of the building plots in this subdivision until the building plans, specifications and plot plan showing the location of such building and the proposed alteration and/or improvement have been approved in writing as to conformity and harmony of external design and existing structures in this subdivision and as to location of the building with respect to topography and finished ground elevation by a committee composed of Raymond A. Burkland and Arnold Mattei. In the event of the death or resignation of any member of said committee the remaining member or members shall have full authority to approve or disapprove such design and location or to designate a representative with like authority. In the event said committee or a designated representative fails to approve or disapprove such design or location within 30 days after plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection of such building or improvements or addition, or the making of such alterations have been commenced prior to completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The powers and duties of such committee and of its designated representatives shall cease on and after January 1, 1981. Thereafter the approval required in this covenant shall not be required unless prior to the said date and effective thereon a written instrument shall be executed by the then record owner of a majority of the lots in this subdivision and duly recorded appointing a representative who shall thereafter exercise the said powers previously exercised by said committee.

Notwithstanding anything to the contrary hereinbefore set forth the committee herein appointed shall have the right, power and/or authority to transfer, set over and assign any and all rights granted to them under this agreement to an association formed or to be formed of the property owners of the lots in this subdivision and such association shall have the right to enforce all of the provisions of this restrictive agreement and to make such other rules and regulations as such association deems advisable.

22. (a) In order that the park land and community facilities as shown on the tract may be developed and maintained it has been decided to provide for the organization of a maintenance corporation whose members shall be residents of Brookside Park, including Section M-2.

(b) The purchaser of any lot of land comprised in Brookside Park, Section M-2, shall, by the acceptance of a Deed to said land, obligate and bind himself, his 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 the duties and obligations imposed by membership in said corporation.

(c) The maintenance corporation will be a mutual one and it shall assess each residential lot owner a tax for the first year at the rate of $5.00 per lot. This tax shall remain in force for one year from and after January 1, 1955. After the expiration of this one year period the members shall then decide on the rate for the next year or for any period that they may designate.

All the land included in said tract, except that used for streets and dedicated to other public uses and excepting undeveloped lots unsold shall be subject to said annual maintenance charge. The fund so raised by said tax shall be used for the operation of said maintenance corporation and for park purposes, as set forth in paragraph (a).

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

(e) By this 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 in the opinion of the maintenance corporation, be necessary or advisable for the collection of such charges.

(f) Said charges 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 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 foreclosure shall also be subordinate in line to the lien of any further mortgage or mortgages which are placed on the property subject to such charges, with the intent that no such charges shall at any time be prior in line to the lien of any mortgage or mortgages whatsoever on such property.

(g) S/L DEVELOPMENT CO. agrees to incorporate under the laws of the State of Delaware, a non-profit corporation under the name of S/L MAINTENANCE CORPORATION, and to turn said corporation over to the purchasers of the lots at such time as 75% of said lots have been purchased and settled for unless there be in existence a non-profit corporation for the benefit of all residents of Brookside Park to which the above powers affecting the residents in Section M-2 can be assigned.

23. (a) If the first owners of any premises in the tract, or any subsequent owner thereof, elect to sell said lot, S/L DEVELOPMENT CO., its successors and assigns, shall have the right and option to repurchase the property for the same price at which the said first owners, their heirs and assigns or any subsequent owner of said premises are willing to sell said premises to another. The option to repurchase shall be exercised by S/L Development Co. and/or its successors and assigns, within thirty (30) days after notice mailed by Registered Mail to the last known address of said S/L

DEVELOPMENT CO. and/or its successors and assigns, setting forth the election of the first owners, their heirs and assigns, or any subsequent owner of the premises to sell said premises and stating the sales price, the name and the address of the proposed purchaser.

(b) S/L Development Co. does hereby waive any and all of its repurchase rights and the notices in connection therewith as set forth in the foregoing reservation in connection with any judicial sale of the premises, including but not limited to sales made by a sheriff or any other officer of the Court; or sales made pursuant to execution of a judgment or foreclosure of a mortgage, lien or other encumbrance affecting any of said properties. S/L Development Co. does hereby waive any and all of its repurchase rights and the notices in connection therewith as set forth in the foregoing reservation in connection with the sale of any of said properties made by any mortgage lending institution (including but not limited to savings banks, commercial banks, insurance companies, and trust companies) as owners of said property; but said reservation shall be applicable and binding upon all purchasers and owners of the properties excluding, however, mortgage lending institutions.

24. The foregoing restrictions, conditions, easements, reservations and covenants apply to and bind only the numbered residential lots included within the metes and bounds hereinabove set forth as shown on said plot of Brookside Park including Section M-2, and in no event whatsoever shall they be construed to apply to any other lands. Anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, the said S/L DEVELOPMENT CO., a corporation of the State of Delaware, hath caused its name by ARNOLD MATTEI, its President, to be hereunto set and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Asst. Secretary, the day and year first above written.

Sealed and delivered in the presence of:

John M. Matten

S/L DEVELOPMENT CO.

BY: Arnold Mattei
President.

Attest: Albert Berger
Asst. Secretary.

* S/L Development Co. *
* Incorporated 1954 *
* Delaware. *

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

BE IT REMEMBERED, that on this 1st day of of September in the year of our Lord one thousand nine hundred and fifty-four, personally came before me, the subscriber, a Notary Public for the State of Delaware, ARNOLD MATTEI, President of S/L DEVELOPMENT CO., a corporation existing under the laws of the State of Delaware, 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 President 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 Indenture 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.

John M. Metten
Notary Public
Appointed May 17, 1954
Term Two Years
Delaware.

John M. Metten
Notary Public.

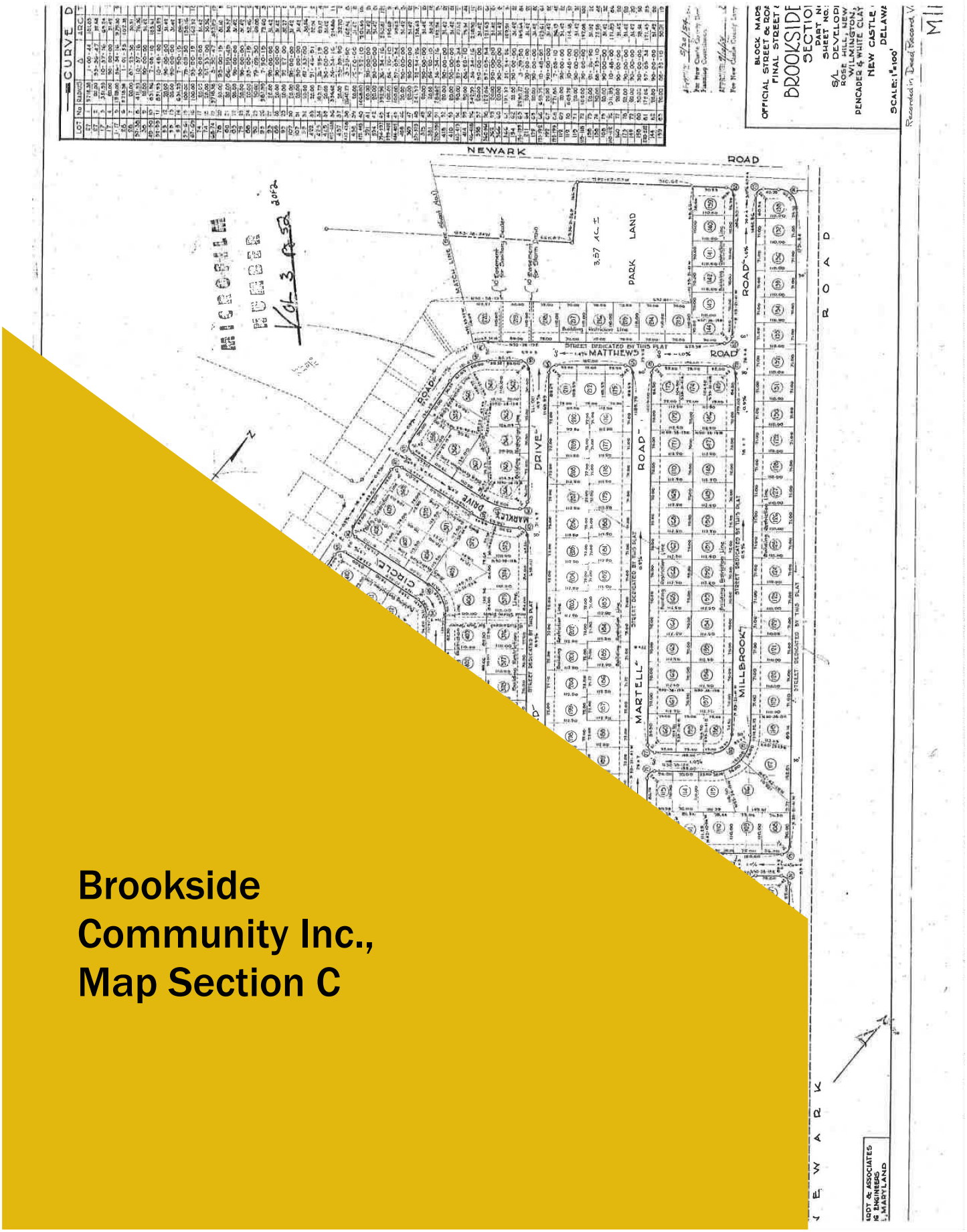
Received for Record September 2,1954.

Burton S. Neal
Recorder.

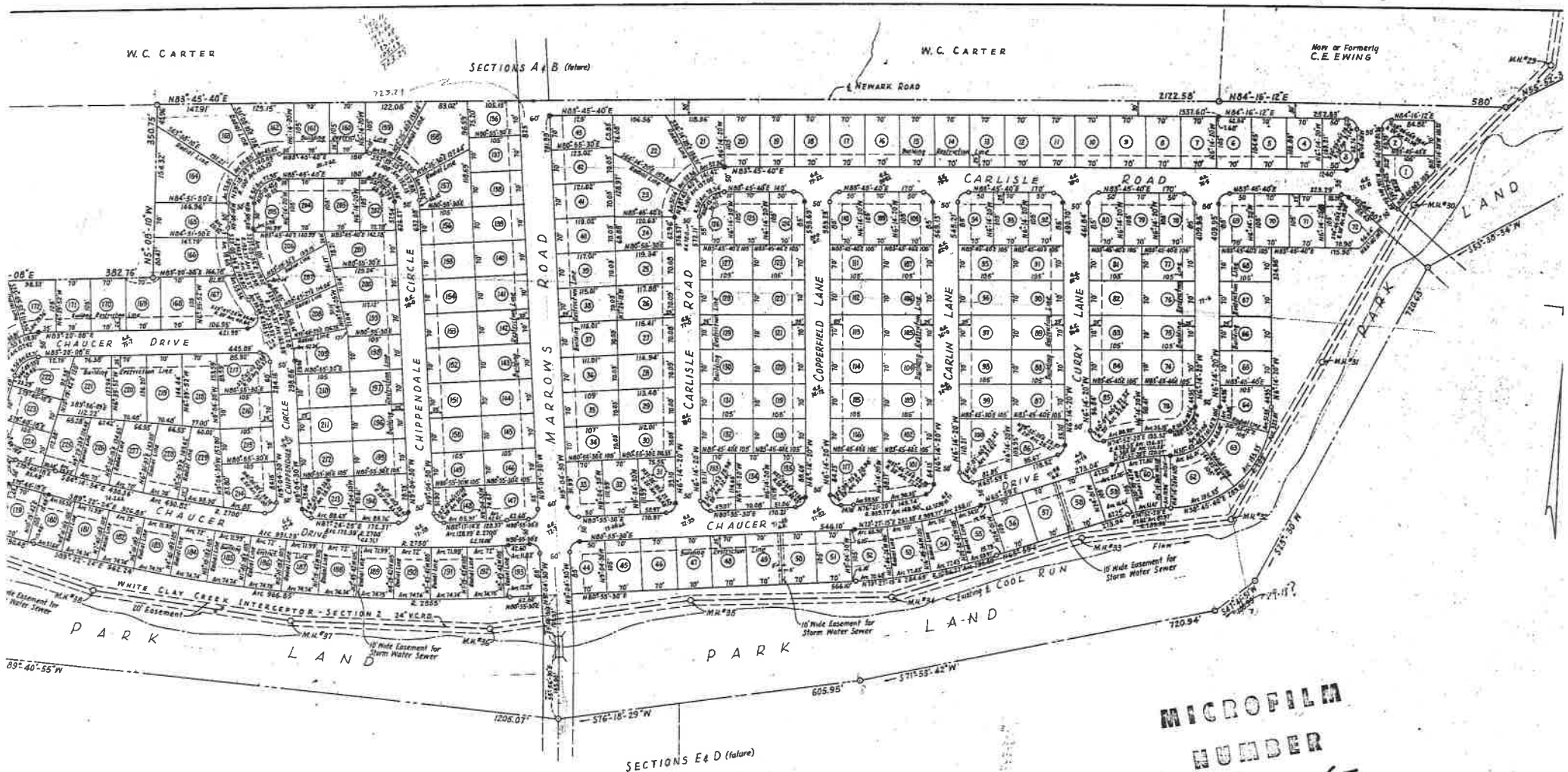
Comptr. Clerk

KNOW ALL MEN BY THESE PRESENTS That The Citizens National Bank of Lansford, Lansford, Pennsylvania, a Corporation of the United States of America, Assignee of The Delta National Bank, Delta, Pennsylvania, a Corporation of the United States of Amerida, Assignee of The New Castle County National Bank of Odessa, a Corporation of the United States of America, has made, constituted and appointed, and by these presents does make, constitute and appoint LOUIS S. COHEN, of the City of Wilmington, New Castle County and State of Delaware, its true and lawful Attorney, for it and in its name, place and stead, to appear in the Office of the Recorder of Deeds in and for New Castle County, at Wilmington, Delaware, and there satisfy of record a certain Mortgage dated the Sixteenth day of December, A. D. 1943, in the amount of Forty-eight Hundred Dollars ($4800.00), the same having been delivered to The New Castle County National Bank of Odessa, a Corporation as aforesaid, by Warren L. Kemery and Mary Bernice Kemery, his wife, and by The New Castle County National Bank of Odessa, a Corporation as aforesaid, assigned to The Delta National Bank, Delta, Pennsylvania, a Corporation as aforesaid, the same bearing date February 10, A. D. 1944 and recorded in the Office aforesaid, in Assignment Record K, Volume 5, Page 556, and by The Delta National Bank, Delta, Pennsylvania, a corporation as aforesaid, assigned to The Citizens National Bank of Lansford, Lansford, Pennsylvania, a Corporation as aforesaid, said Assignment bearing date the Twenty-first day of March, A. D. 1949 and recorded in the Office aforesaid in Assignment Record Z, Volume 5, Page 16, which bank is now the sole owner of the same, said Mortgage being recorded in the Office of the Recorder of Deeds aforesaid in Mortgage Record A, Volume 31, Page 493, giving and granting unto its said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as it might or could do, with full power of substitution and revocation, hereby granting and confirming all that its certain Attorney or Substitute shall lawfully do or cause to be done by virtue hereof.

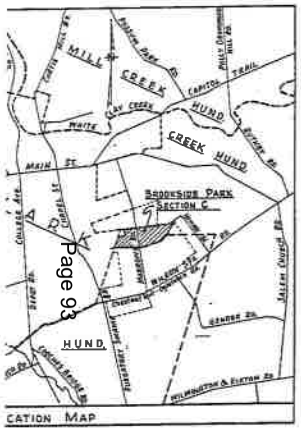
IN WITNESS WHEREOF, the said The Citizens National Bank of Lansford, Lansford, Pennsylvania, a Corporation of the United States of America, has caused its name by John E. Lauer its President to be hereunto set and the common and corporate seal of said corporation to be hereunto affixed, duly attested by Robert Graham, its Secretary, this Twelfth day of January, in the year of our Lord one thousand nine hundred and fifty-four.



Brookside Community Inc., Map Section C



MICROFILM NUMBER
VOL 2 PG 65



NOTES

Sewerage is subject to the approval of the State Board of Health and the County Sewer Engineer.

The Building Inspector of the County before issuing a building permit requires the submission of a plat plan showing the lines and grades of the streets and the proposed improvements, said plot plan to conform with the recorded Final Plat, and be so indorsed thereon by the County Engineer.

Water Supply - City of Newark, Dela. - subject to approval of the State Board of Health.

Elevations - based on City of Wilmington Datum.

Monuments to be set are shown thus ⊙
Monuments in place shown thus ●
Unless otherwise shown - Street corners are 90° and 20' Radii.
All lots in this section are for residential use only.
5' Wide Easement for Utilities and Drainage, etc., reserved along all rear and side lot lines.

For restrictions binding the lots shown on this plat see declaration by Brookside Park Associates Inc. dated March 23 1953 and of record in the Office for the Recording of Deeds in and for New Castle County, State of Delaware, in Deed Record U, Volume 51, Page 257

It is hereby certified that the undersigned is the owner of the land shown on this Plat, consisting of one sheet, and that such streets, lanes and avenues as are hereon shown are dedicated for the general use of the traveling public and for the use of the abutting property owners. It is further certified that we will construct the streets in accordance with the grades as shown on the approved Final Plat unless the change in grades is first approved by the County Engineer. Brookside Park Associates, Inc.

Raymond H. Gutland
President

Edmund Valpariso
Assistant Secretary

I hereby certify that I am a Registered Land Surveyor in the State of Delaware, and that this Plat, consisting of one sheet, correctly represents a survey made by VanDemark & Lynch Inc., that all of the monuments shown hereon are to be set and that their positions are correctly shown.

J. C. VanDemark

BLOCK MAP 8-3
OFFICIAL STREET & ROAD PLAN 8-3
FINAL STREET AND LOT PLAN

BROOKSIDE PAR

SECTION No. C

OWNER

BROOKSIDE PARK ASSOCIATES, INCORPORA
BOX 268 NEWARK, DELAWARE

PENCADER & WHITE CLAY CREEK HUNDREDS - NE
DELAWARE

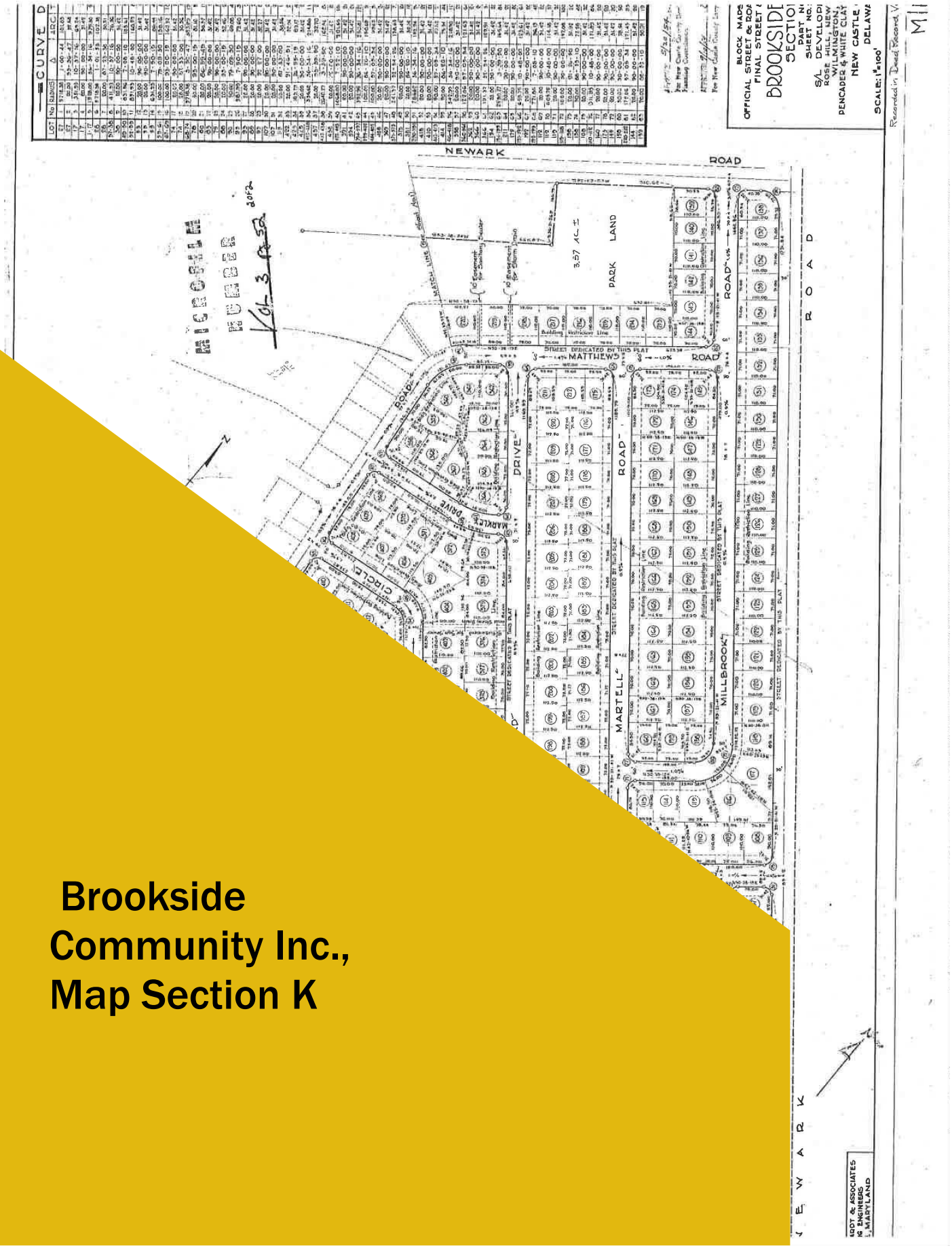
SCALE: 1" = 100' FEBRUARY 12

GRAPHIC SCALE 100' 50' 0 100' 200

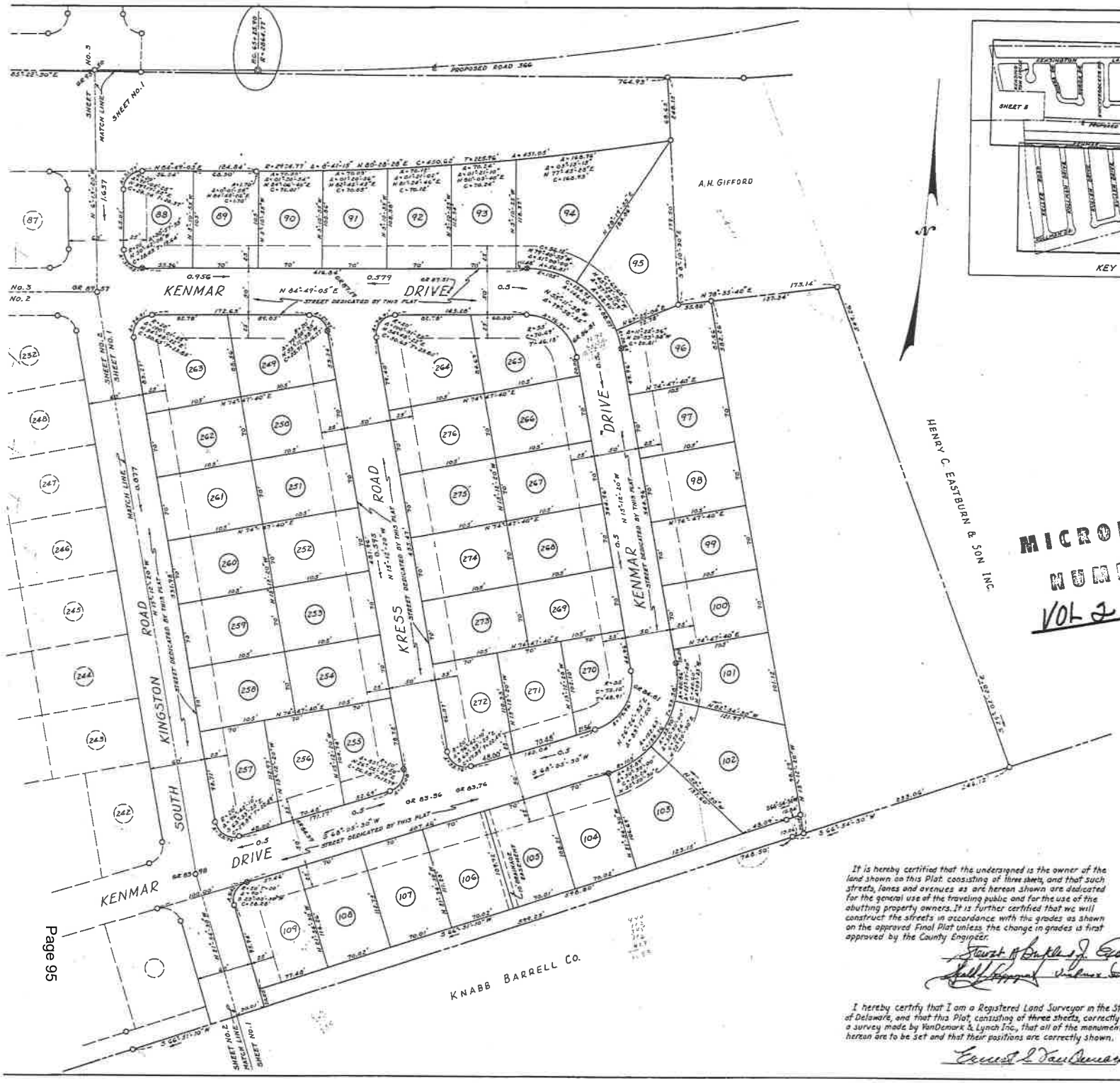
APPROVED 3/26/52 by [illegible]
Date Chairman
For New Castle County Regional Planning Commission

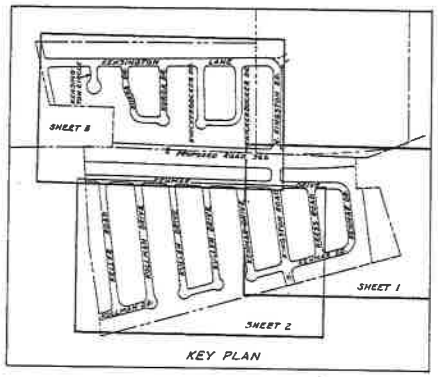
APPROVED [illegible]
Date
For New Castle County Levy Court

Recorded in Plat Book Vol. 11



Brookside Community Inc., Map Section K





KEY PLAN



LOCATION

MICROFILM NUMBER VOL 2 PG 79 1 OF 3

NOTES

Sewerage is subject to the approval of the and the County Sewer Engineer.

The Building Inspector of the County befo permit requires the submission of a plot p and grades of the streets and the proposed plan to conform with the recorded Final Pl thereon by the County Engineer.

Water Supply - Delaware Water Co. — sub State Board of Health.

Elevations - based on City of Wilmingto

Monuments to be set are shown thus ⊗
Monuments in place shown thus ●
Unless otherwise shown - Street corners are
All lots in this section are for residential use
5' Wide Easement for Utilities and Drainage all rear and side lot lines.

For restrictions binding the lots shown on by Brookside Park Associates Inc. dated Sept 16, 1952 and of record in the Of Deeds in and for New Castle County, Stat Record L, Volume 52, Page 447.

BLOCK MAP ~~D-5~~ B-4-N-1,
OFFICIAL STREET & ROAD PLAN ~~D-5~~
FINAL STREET AND LOT PLAN

BROOKSIDE PARK

SECTION No. K

OWNER

BROOKSIDE PARK ASSOCIATES, INCORPORATED
BOX 268 NEWARK, DELAWARE

PENCADER HUNDRED - NEW CASTLE COUNTY - DELA

SCALE: 1" = 50' SEPTEMBER 4, 1

GRAPHIC SCALE
50 0 50 100 150

APPROVED 9/18/52 By [signature]
Date Signature
For New Castle County Regional Planning Commission

APPROVED 9/23/52 [signature]
Date Signature
For New Castle County Levy Court

It is hereby certified that the undersigned is the owner of the land shown on this Plat consisting of three sheets, and that such streets, lanes and avenues as are hereon shown are dedicated for the general use of the traveling public and for the use of the abutting property owners. It is further certified that we will construct the streets in accordance with the grades as shown on the approved Final Plat unless the change in grades is first approved by the County Engineer.

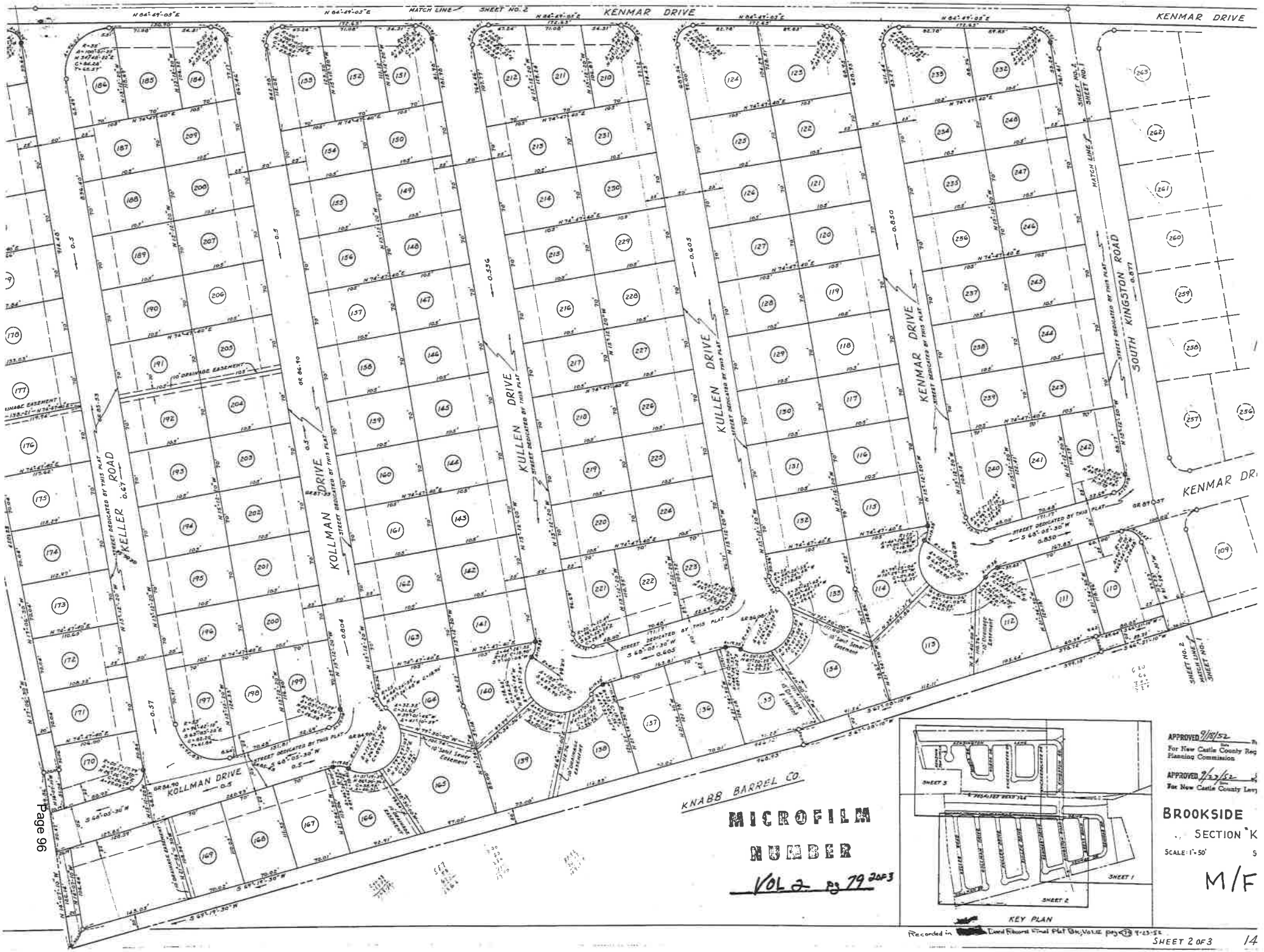
Stewart H. Buckles Jr. Exec. V.P.
[signature] Vice Pres. Secty.

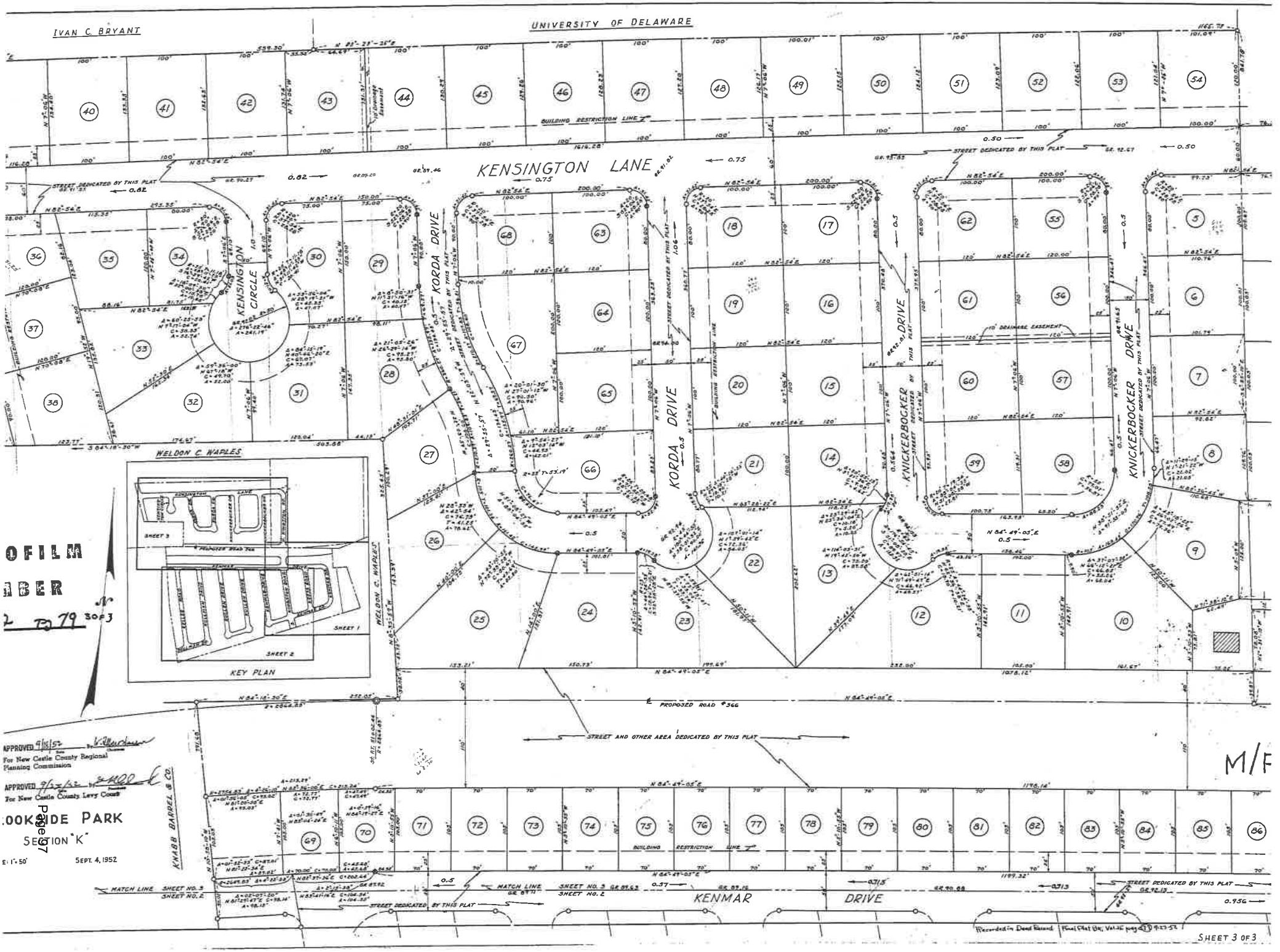
I hereby certify that I am a Registered Land Surveyor in the State of Delaware, and that this Plat, consisting of three sheets, correctly represents a survey made by VanDemark & Lynch Inc., that all of the monuments shown hereon are to be set and that their positions are correctly shown.

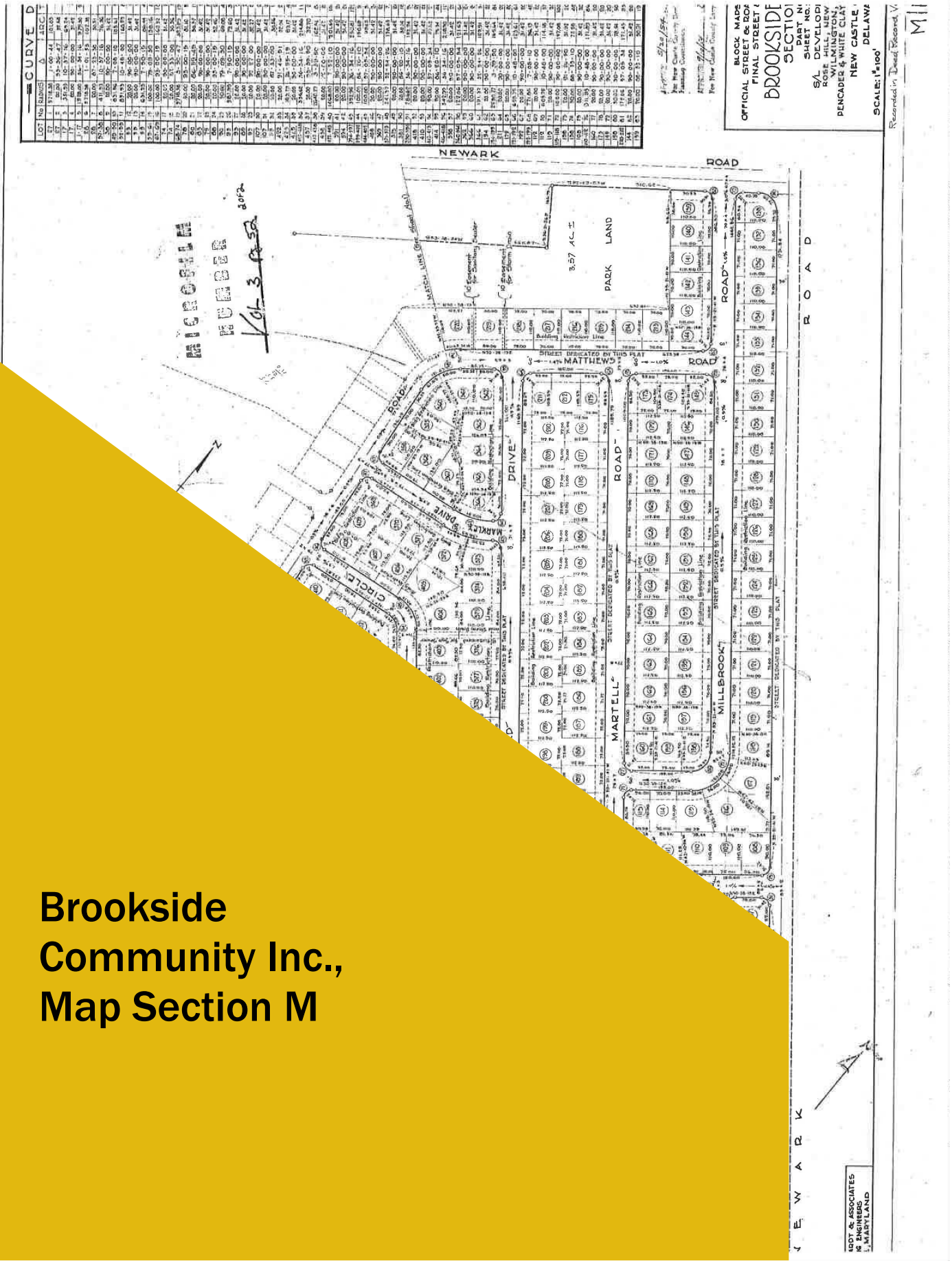
Ernest S. VanDemark

Recorded in Deed Record Final Plat Bk, Vol 52, Page 79 9-23-52

SHEET

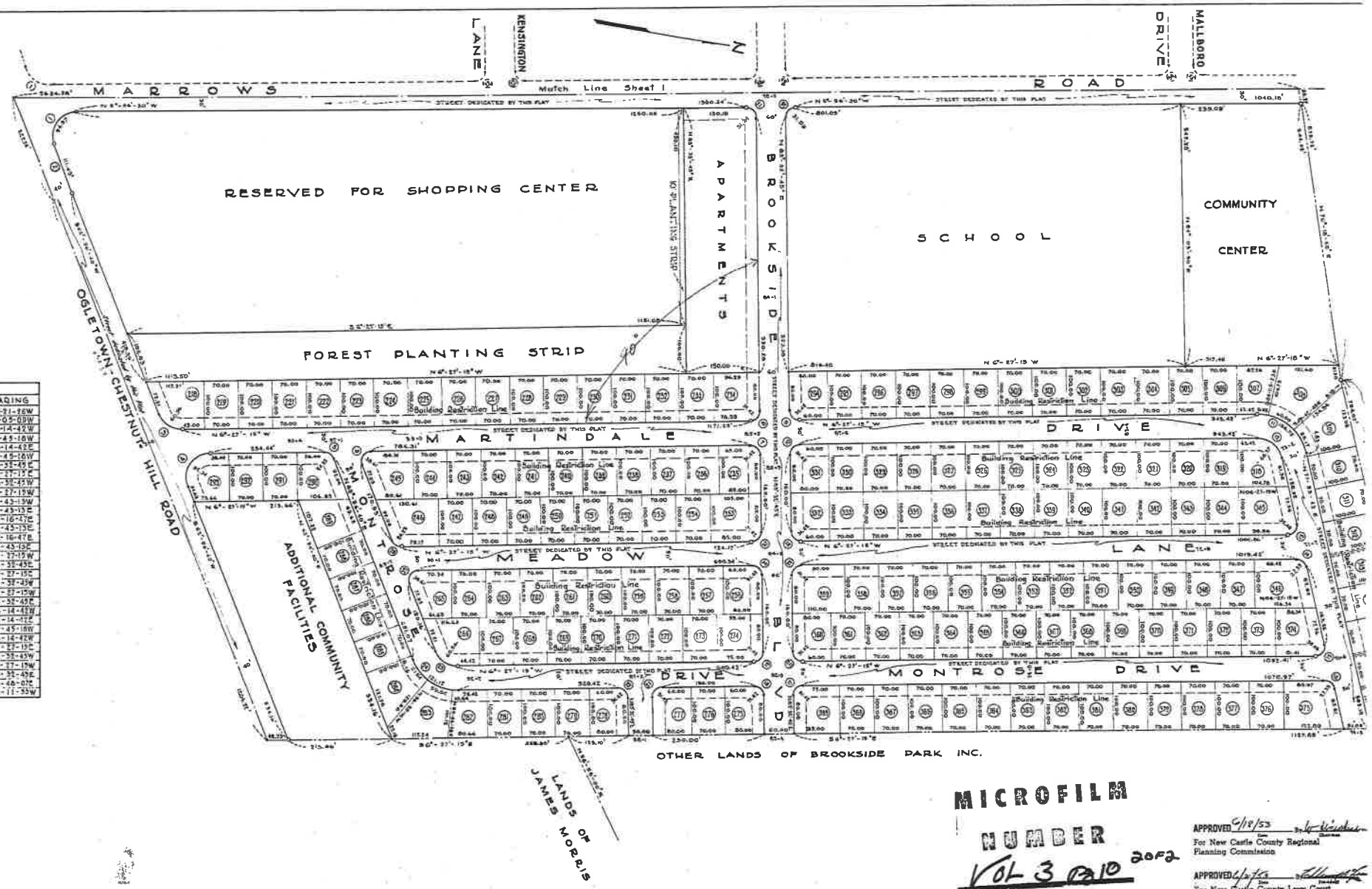

KENMAR DRIVE
MATCH LINE SHEET NO. 2
KELLER ROAD
KOLLMAN DRIVE
KULLEN DRIVE
KENMAR DRIVE
SOUTH KINGSTON ROAD
KNABB BARREL CO
MICROFILM
NUMBER
VOL 2 Pg 79 2 OF 3
KEY PLAN
SHEET 1
SHEET 2
SHEET 3
APPROVED 9/18/52
For New Castle County Planning Commission
APPROVED 9/23/52
For New Castle County
BROOKSIDE
SECTION "K
SCALE: 1"=50'
M/F
Recorded in Land Records Final Plat Bk. Vol. 12 pg. 79 9-23-52
SHEET 2 OF 3
14


IVAN C. BRYANT
UNIVERSITY OF DELAWARE
KENSINGTON LANE
KENSINGTON CIRCLE
KORDA DRIVE
KNICKERBOCKER DRIVE
WELDON C. WAPLES
KEY PLAN
SHEET 1
SHEET 2
SHEET 3
PROPOSED ROAD #366
STREET AND OTHER AREA DEDICATED BY THIS PLAT
STREET DEDICATED BY THIS PLAT
BUILDING RESTRICTION LINE
KNABB BARREL & CO.
KENMAR DRIVE
MATCH LINE SHEET NO. 3 SHEET NO. 2
SHEET 3 OF 3
M/F
APPROVED 9/18/52 By
For New Castle County Regional Planning Commission
APPROVED 9/23/52 By
For New Castle County Levy Court
OOKSIDE PARK
SECTION "K"
E: 1"=50'
SEPT. 4, 1952
Page 97



Brookside Community Inc., Map Section M

VE DATA				
	ARC	TAN	CHORD	BEARING
*	65.15	38.13	60.64	S 31° 23' 05" W
*	708.06	396.64	785.47	S 76° 43' 52" W
*	31.43	20.01	28.29	N 50° 09' 58" W
*	31.40	19.99	28.26	N 39° 50' 02" E
*	31.43	20.01	28.29	N 50° 09' 58" W
*	53.16	16.63	53.06	S 04° 27' 16" W
*	21.15	13.74	20.10	S 30° 28' 15" W
*	38.37	20.98	26.85	N 51° 31' 13" W
*	388.40	194.54	366.05	N 00° 34' 21" E
*	257.13	128.67	207.03	S 19° 18' 08" W
*	72.96	44.90	46.51	N 54° 57' 13" E
*	144.00	88.60	132.53	N 36° 57' 13" E
*	46.51	41.14	24.03	N 70° 24' 51" W
*	308.27	154.36	304.44	S 59° 54' 58" W
*	288.81	146.17	286.86	N 53° 58' 47" E
*	33.45	23.49	34.16	N 28° 01' 39" E
*	119.30	62.90	115.39	S 28° 01' 39" W
*	17.18	9.16	16.66	N 10° 01' 14" E
*	43.61	28.37	38.47	N 45° 03' 19" W
*	22.59	12.63	21.34	N 19° 41' 14" E
*	796.66	150.64	893.50	N 71° 00' 36" E
*	31.43	20.00	28.29	S 30° 56' 30" E
*	31.42	20.00	28.28	S 28° 05' 30" W
*	513.41	264.91	467.30	S 43° 10' 34" W
*	55.91	33.23	49.36	S 19° 33' 15" W
*	32.40	21.01	28.87	S 69° 05' 21" W
*	33.65	21.71	29.48	S 2° 47' 24" W
*	306.84	180.98	268.96	N 44° 19' 34" E
*	325.62	167.91	321.43	S 66° 31' 22" W
*	71.15	43.09	69.28	N 35° 32' 19" E
*	1341.72	67.96	1341.12	N 33° 12' 27" W
*	750.00	76.19	749.55	S 33° 12' 27" E
*	28.85	16.48	27.16	S 66° 27' 29" E
*	75.88	13.70	74.70	S 30° 39' 26" W
*	40.85	32.62	34.10	S 64° 04' 26" W
*	28.80	18.48	27.16	N 16° 53' 22" E
*	151.88	66.06	150.57	N 52° 50' 16" E
*	31.96	44.00	31.65	S 21° 14' 04" W
*	101.53	50.51	100.49	S 46° 03' 36" W
*	22.65	11.24	19.60	S 12° 45' 08" W
*	40.36	31.60	23.80	N 64° 13' 28" W
*	329.42	166.43	321.43	N 24° 13' 40" E
*	160.57	82.82	148.44	S 61° 24' 53" W
*	66.61	51.39	64.78	S 30° 29' 11" W
*	128.01	74.44	111.45	N 30° 05' 13" E
*	31.42	20.00	28.28	N 38° 24' 50" E
*	31.42	20.00	28.28	N 51° 35' 10" W
*	31.64	20.39	28.44	S 51° 15' 50" E
*	31.19	19.78	28.12	S 38° 44' 10" W
*	31.42	20.00	28.28	S 51° 35' 10" E
*	31.42	20.00	28.28	S 51° 24' 50" W
*	31.55	18.62	28.17	S 65° 36' 10" E
*	31.46	20.09	28.28	N 38° 24' 50" E
*	31.42	20.00	28.28	S 51° 35' 10" E
*	31.19	19.78	28.12	S 38° 44' 10" W
*	227.44	117.29	223.14	N 18° 37' 56" W
*	140.64	81.57	139.48	S 79° 20' 18" E
*	41.28	29.46	36.33	N 51° 33' 42" E
*	31.11	19.84	30.66	S 31° 00' 44" E
*	258.78	133.80	254.26	N 78° 51' 54" W
*	176.27	85.86	174.65	S 82° 48' 44" E
*	31.42	20.00	28.28	N 38° 24' 50" E
*	31.42	20.00	28.28	S 51° 35' 10" E
*	78.54	50.00	70.71	N 38° 24' 50" E
*	197.08	100.00	141.42	S 38° 24' 50" W
*	78.54	50.00	70.71	N 51° 35' 10" W
*	197.08	100.00	141.42	S 51° 35' 10" E
*	31.42	20.00	28.28	S 38° 24' 50" W
*	31.42	20.00	28.28	S 51° 35' 10" E
*	31.42	20.00	28.28	S 38° 24' 50" W
*	31.42	20.00	28.28	S 51° 35' 10" E
*	31.42	20.00	28.28	S 38° 24' 50" W
*	31.42	20.00	28.28	N 51° 35' 10" W
*	31.42	20.00	28.28	S 38° 24' 50" W
*	31.42	20.00	28.28	N 51° 35' 10" W
*	31.42	20.00	28.28	S 38° 24' 50" W
*	31.42	20.00	28.28	S 51° 35' 10" E
*	31.42	20.00	28.28	S 38° 24' 50" W
*	78.54	50.00	70.71	N 38° 24' 50" E
*	197.08	100.00	141.42	S 38° 24' 50" W
*	78.54	50.00	70.71	S 51° 35' 10" E
*	197.08	100.00	141.42	S 38° 24' 50" W
*	78.54	50.00	70.71	N 51° 35' 10" W



CURVE DATA				
Δ	ARC	TAN	CHORD	BEARING
49°-52"	94.97	69.88	81.33	N 60-21-26W
16°-58"	111.69	55.89	111.68	S 64-05-09W
25°-55"	60.56	34.62	56.93	S 28-14-42W
36°-05"	92.34	72.21	82.22	N 61-45-18W
25°-55"	24.22	13.85	22.77	N 28-14-42E
36°-05"	38.61	28.88	32.89	N 61-45-18W
00°-00"	31.42	20.00	28.28	N 38-32-45E
00°-00"	31.42	20.00	28.28	S 51-27-15E
00°-00"	31.42	20.00	28.28	S 38-32-45W
00°-00"	31.42	20.00	28.28	N 51-27-15W
20°-57"	154.75	81.48	126.34	S 32-43-15W
20°-57"	68.37	40.74	63.17	N 32-43-15E
33°-03"	35.48	24.54	31.01	S 57-16-47E
20°-57"	27.35	16.30	25.27	N 32-43-15E
33°-03"	35.48	24.54	31.01	S 57-16-47E
20°-57"	27.35	16.30	25.27	N 32-43-15E
00°-00"	31.42	20.00	28.28	N 51-27-15W
00°-00"	31.42	20.00	28.28	N 38-32-45E
00°-00"	31.42	20.00	28.28	S 51-27-15E
00°-00"	31.42	20.00	28.28	S 38-32-45W
00°-00"	31.42	20.00	28.28	N 51-27-15W
00°-00"	31.42	20.00	28.28	N 38-32-45E
25°-55"	60.56	34.62	56.93	S 28-14-42W
25°-55"	121.12	69.24	113.85	N 28-14-42E
36°-05"	38.61	28.88	32.89	N 61-45-18W
25°-55"	24.22	13.85	22.77	S 28-14-42W
00°-00"	31.42	20.00	28.28	S 51-27-15E
00°-00"	31.42	20.00	28.28	S 38-32-45W
00°-00"	31.42	20.00	28.28	N 51-27-15W
00°-00"	31.42	20.00	28.28	N 38-32-45E
29°-15"	31.24	19.82	28.16	N 38-48-07E
30°-45"	31.59	20.18	28.41	N 51-11-53W

MICROFILM NUMBER Vol 3 Pg 10 2 of 2

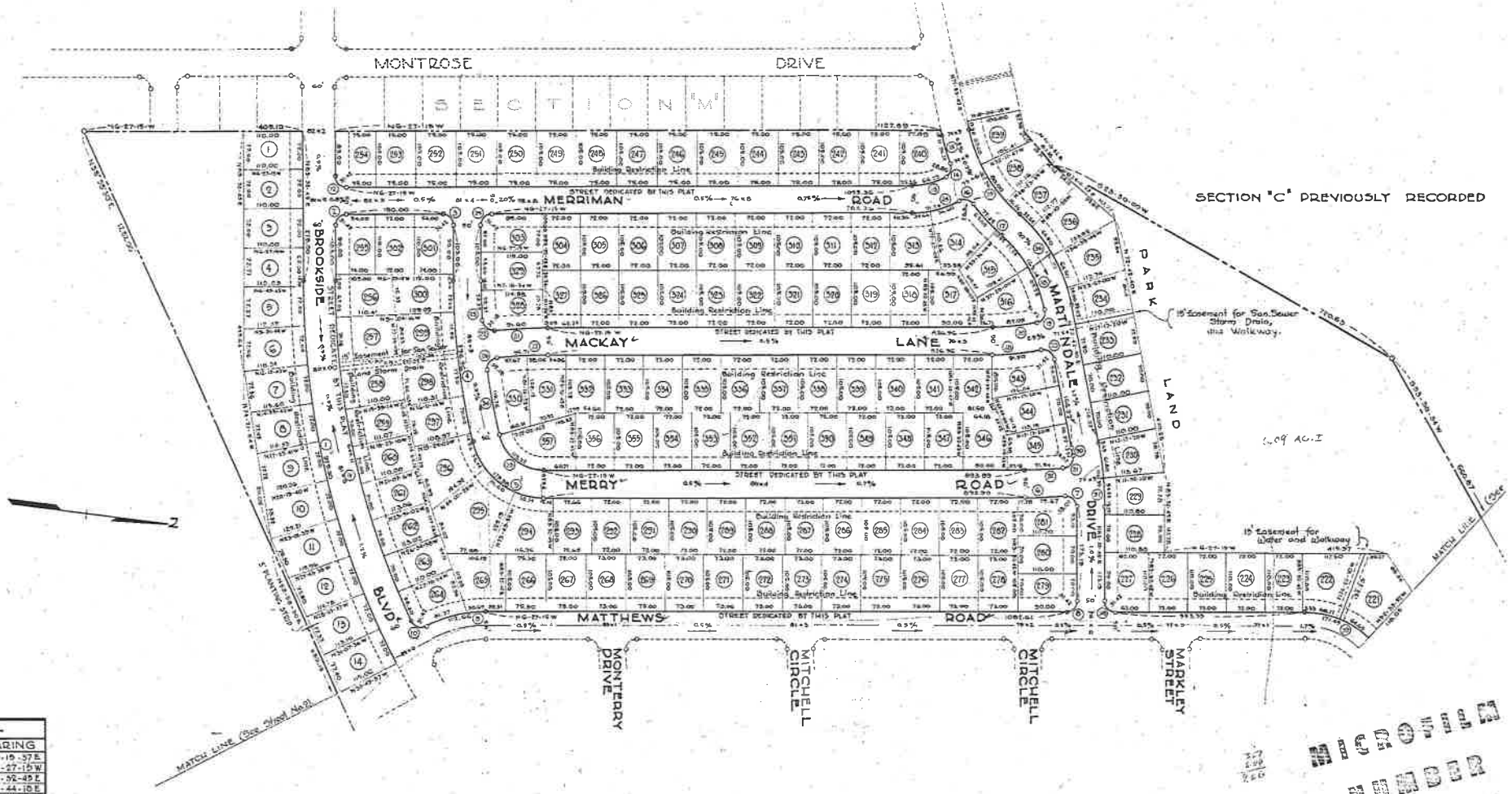
APPROVED 6/18/53 Date Chairman
For New Castle County Regional Planning Commission

APPROVED 6/2/53 Date President
For New Castle County Levy Court

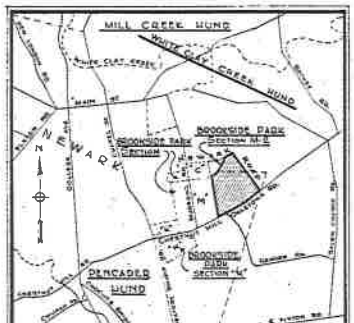
BLOCK MAPS: 8-3
OFFICIAL STREET & ROAD PLAN
FINAL STREET &
BROOKSIDE
SECTION
SHEET No. 2
BROOKSIDE PARK ASSOCIAT
BOX 268 NEWARK,
PENCADER HUNDRED
DELAWAR
SCALE 1"=100'

ASSOCIATES
NEERS
RYLAND

Recorded in Plat Book, Vol. III p. 10 61



CURVE DATA				
Δ	ARC	TAN	CHORD	BEARING
54-16	379.50	204.91	358.83	N69-19-57E
00-00	31.42	20.00	28.28	N51-27-15W
00-00	31.42	20.00	28.28	N38-32-45E
56-55	296.96	161.96	285.67	N76-44-10E
53-05	173.36	109.21	166.96	N51-44-17E
45-54	75.67	39.86	73.69	N 6-49-18W
45-04	33.07	21.72	32.43	N26-10-46E
00-00	31.42	20.00	28.28	S51-27-15E
99-15	112.64	97.30	111.64	S19-54-52E
46-51	82.04	20.63	28.72	S12-30-36W
08-24	644.12	387.35	638.97	S70-58-33W
00-00	31.42	20.00	28.28	S38-32-45W
50-03	66.73	35.65	64.66	S20-46-47E
40-34	38.86	17.95	38.02	S76-26-39E
40-34	34.34	24.69	33.17	N67-03-25E
40-34	38.86	17.95	38.02	N 6-13-59E
19-32	72.49	36.50	72.21	N 40-54-30E
27-56	165.14	84.36	160.09	N 53-26-42E
00-00	31.42	20.00	28.28	S62-17-30E
90-09	87.09	41.17	61.96	S11-52-17E
41-24	100.69	52.36	100.24	S 21-16-12E
11-21	32.46	20.38	32.82	S 33-56-32W
30-33	73.37	36.26	73.37	S 61-47-20W
00-00	31.42	20.00	28.28	N 81-27-15W
59-03	91.24	49.60	90.29	N 30-46-47W
11-21	32.15	20.78	32.82	N 55-14-49W
41-24	99.71	52.90	99.67	N 19-16-12W
90-09	91.90	49.96	91.42	N 11-52-17W
00-00	31.42	20.00	28.28	N 17-42-40E
22-17	13.94	6.77	13.92	N 73-23-46E
43-54	41.07	21.72	39.43	S 58-33-06E
43-54	41.34	22.29	71.90	S 5-49-15E
23-05	68.33	34.87	103.11	S 31-44-17W
43-40	41.76	22.93	112.71	S 72-47-40W
38-56	39.96	20.68	167.65	S 83-04-15W
27-56	70.70	102.22	193.63	S 83-26-42W
90-09	31.39	14.31	116.32	S 76-07-45W
00-00	31.42	20.00	28.28	N38-32-45E
09-34	171.49	93.60	164.48	S 22-09-52W



GENERAL LOCATION MAP

NOTES:

Sewerage is subject to the approval of the State Board of Health and the County Sewer Engineer.

The Building Inspector of the County before issuing a building permit requires the submission of a plot plan showing the lines and grades of the streets and the proposed improvements, said plot plan to conform with the recorded Final Plat, and be so indorsed thereon by the County Engineer.

Water Supply New Castle County Water Company — subject to approval of the State Board of Health.

All lots in this section are for residential use only, except as noted.

Building restriction lines are set back 25' unless otherwise shown.

Elevations - based on City of Wilmington Datum.

Monuments to be set shown thus ●.

For restrictions binding the lots shown on this plat see declaration by S/L DEVELOPMENT CO. dated Sept 2, 1954 and of record in the Office for the Recording of Deeds in and for New Castle County State of Delaware in Deed Record R, Volume 54, Page 4.

It is hereby certified that the undersigned is the owner of the land shown on this Plat consisting of two sheets, and that such streets, lanes and avenues as are hereon shown are dedicated for the general use of the traveling public and for the use of the abutting property owners. It is further certified that we will construct the streets in accordance with the grades as shown on the approved Final Plat unless the change in grades is first approved by the State Highway Dept.

S/L Development Co.
By Arnold Mattei President
Secretary

I hereby certified that I am Registered Land Surveyor in the State of Delaware and that this Plat, consisting of two sheets correctly represents a survey made by Van Demark & Lynch Inc., that all of the monuments shown hereon are to be set and that their positions are correctly shown.

David T. Lynch

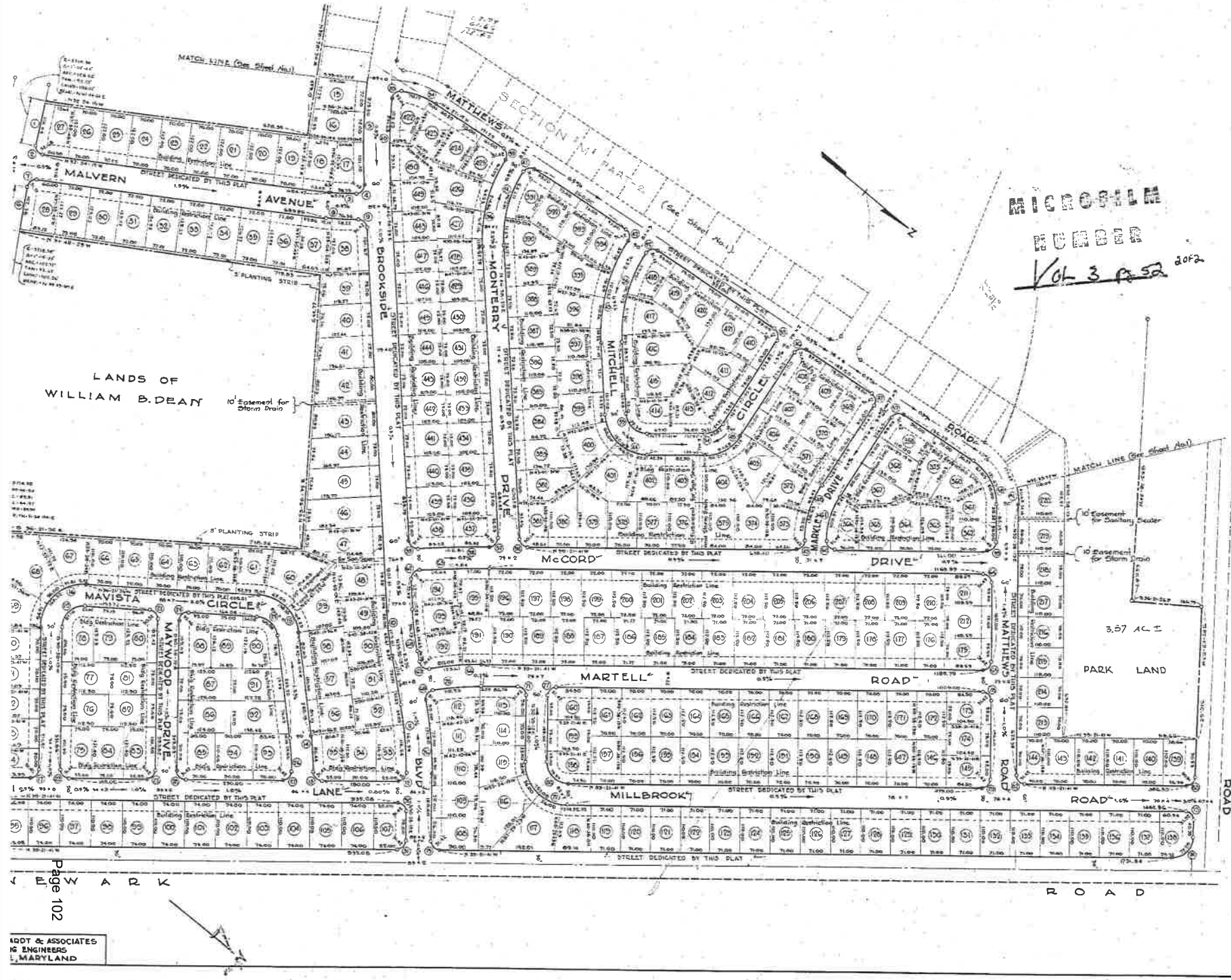
APPROVED 5/20/5
For New Castle Co
Planning Commissio

APPROVED 7/16/54
For New Castle Co

BLOCK
OFFICIAL STREET
FINAL STRI
BROOKS
SEC
PA
SHEE
S/L DEVE
ROSE HILL
WILMINGT
PENCADER & WHIT
NEW C
DE
SCALE: 1" = 100'

BROOKSIDE
NUMBER
Vol 3, 952

SSOCIATES
ERS
AND



CURVE D					
LOT	No	RADIUS	Δ	ARC	T
67	1	5718.38	1-00-44	101.65	
67	2	20.00	53-36-47	18.68	
17	3	361.93	10-37-16	69.24	
17	4	20.00	90-00-00	31.42	
J-17	5	1918.00	54-54-16	379.90	19
66	6	5718.38	1-01-53	102.38	
66	7	20.00	87-23-36	30.51	
57-56	8	411.93	10-37-16	76.36	
56	9	20.00	90-00-00	31.42	
55-50	10	651.96	7-08-10	105.41	
55-55	11	871.93	10-48-00	160.59	
55	12	20.00	90-00-00	31.42	
55	13	20.00	90-00-00	31.42	
55	14	631.25	7-50-15	98.44	
59-61	15	100.00	78-09-30	136.16	
61-69	16	100.00	93-00-15	162.92	12
74	17	20.00	90-00-00	31.42	
74	18	20.00	90-00-00	31.42	
68-74	19	5718.38	3-30-47	353.95	17
76	20	20.00	93-00-15	32.46	
80	21	20.00	86-59-45	30.37	
83	22	20.00	90-00-00	31.42	
78	23	20.00	90-00-00	31.42	
86	24	20.00	90-00-00	31.42	
90	25	10.00	79-09-30	13.82	
93	26	361.93	7-50-15	72.60	
93	27	20.00	90-00-00	31.42	
69	28	20.00	90-00-00	31.42	
97	29	20.00	90-00-00	31.42	
107	30	20.00	90-00-00	31.42	
107	31	20.00	90-00-00	31.42	
59	32	20.00	97-33-00	33.96	
402	33	20.00	91-46-01	32.04	
403	34	169.79	34-55-19	103.17	
413	35	20.00	90-00-00	31.42	
413-416	36	394.93	36-34-16	214.80	11
457	37	20.00	93-39-45	32.90	
437-438	38	5718.38	3-29-50	168.94	8
458	39	20.00	75-20-00	26.41	5
439-440	40	1468.80	7-52-10	201.66	10
391	41	20.00	90-00-00	31.42	5
394	42	20.00	90-00-00	31.42	5
394-397	43	392.96	36-34-16	250.81	13
398-400	44	100.00	64-10-10	111.88	9
444-401	45	100.00	57-05-34	99.63	5
408	46	20.00	90-00-00	31.42	5
369	47	20.00	90-00-00	31.42	5
371-373	48	241.57	33-54-26	134.68	7
375	49	20.00	90-00-00	31.42	5
381	50	20.00	86-50-10	30.36	4
390-391	51	738.62	36-34-16	182.94	9
418	52	20.00	90-00-00	31.42	5
410	53	20.00	90-00-00	31.42	5
412-413	54	90.00	57-05-34	89.63	5
414	55	20.00	86-50-10	30.36	4
416-418	56	542.29	36-34-16	268.90	13
398	57	20.00	90-00-00	31.42	5
362-364	58	122.04	57-05-34	121.63	6
362	59	20.00	90-00-00	31.42	5
366	60	20.00	90-00-00	31.42	5
364	61	191.37	33-54-26	189.91	9
194	62	20.00	90-00-00	31.42	5
194-195	63	2590.27	3-39-50	184.64	8
211	64	20.00	90-00-00	31.42	5
179	65	20.00	90-00-00	31.42	5
181-192	66	655.75	10-48-00	123.61	6
193	67	20.00	90-00-00	31.42	5
185-193	68	771.86	7-08-10	96.13	4
112	69	20.00	90-00-00	31.42	5
112	70	605.79	10-48-00	114.18	5
119	71	20.00	90-00-00	31.42	2
185-188	72	100.00	90-00-00	157.08	10
186	73	20.00	91-34-30	31.92	2
186	74	50.00	88-25-10	77.56	4
108	75	20.00	90-00-00	31.42	5
80-115	76	911.35	10-48-00	171.89	6
160	77	20.00	90-00-00	31.42	2
123	78	20.00	90-00-00	31.42	2
149	79	20.00	90-00-00	31.42	2
150	80	20.00	90-00-00	28.54	9
140-141	81	17.00	57-05-34	17.15	2
144	82	20.00	90-00-00	31.42	2
199	83	20.00	86-33-10	30.21	1

Approved 5/20/54
For New Castle County Planning Commission

Approved
For New Castle County Engineer

BLOCK MAPS
OFFICIAL STREET & ROA
FINAL STREET
BROOKSIDE
SECTIO
PART N
SHEET NO.
S/L DEVELOPI
ROSE HILL, NEW
WILMINGTON,
PENCADER & WHITE CLAY
NEW CASTLE
DELAWA
SCALE: 1"=100'

Recorded in Deed Record, V

M

ARDT & ASSOCIATES
G ENGINEERS
, MARYLAND