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New Castle Recorder MISC

Tax Parcel Nos:[see Schedule A]

Prepared by and return to:

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DECLARATION OF RESTRICTIONS GREENVILLE OVERLOOK

THIS DECLARATION OF RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 6th day of January, 2010, by **TOLL DE II LP**, a Delaware limited partnership (hereinafter referred to as "Declarant").

WHEREAS, Declarant is the owner of all those certain lots, pieces or parcels of land consisting of one hundred sixty (160) individual subdivided residential building lots, together with appurtenant open spaces situate in Christiana and Mill Creek Hundreds, New Castle County, State of Delaware, as shown on the Record Major Subdivision Plan for "Greenville Overlook", prepared by Eastern States Engineering and dated January 20, 2006, last revised November 13, 2007 (as may be amended from time to time, the "Plan"), recorded February 28, 2008 in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware (the "Recorder's Office") as Instrument No. 20080228-0013552 and being more particularly bounded and described on Schedule A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant desires to control and restrict both the construction of additional structures and improvements in the community to be known as "Greenville Overlook" and the use to which all dwellings, structures, and improvements in Greenville Overlook are put so as to promote and facilitate the development there of a healthful, harmonious, attractive and valuable residential community and for the preservation of the values and amenities in the community, and to this end, desires to subject the Property to certain covenants, restrictions and agreements as hereinafter more particularly set forth, all of which Declarant deems to be for the benefit of the Property and each owner thereof.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the promises and other good and valuable consideration, Declarant, intending hereby to establish a legally binding plan of restrictions and covenants on which prospective purchasers, Owners, mortgagees and other interested parties may rely, does hereby covenant and declare that henceforth it stands seized of the hereinbefore mentioned and described Property under and subject to the following covenants, restrictions, easements, obligations, conditions and agreements, which shall be covenants running with the land, and which shall be binding upon Declarant, its successors and assigns, in title, occupants, visitors or users of Lots or streets and for the benefit of each Lot or parcel of land as shown on the Plan and for the benefit of the Owners of such Lots.

ARTICLE 1
DEFINITIONS

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

1. "Common Facilities" shall mean and refer to those areas of land, consisting of private open spaces, landscaped areas and sidewalks within such private open spaces, traffic islands located within DelDOT rights-of-way, storm water management areas and other amenities as contemplated under the Plan and addressed in the Maintenance Declaration dated November 9, 2007 and recorded in the Recorder's Office at Instrument Number 20071113-0097750, as may be further amended (the "Maintenance Declaration") and consisting of those areas intended and devoted to the private common use and enjoyment of the Owners and others entitled to the use thereof as provided in the Maintenance Declaration and which are managed by the Greenville Overlook Maintenance Corporation in accordance with the Maintenance Declaration and the Certificate of Incorporation and Bylaws of the Maintenance Corporation.

2. "Committee" shall mean and refer to the Architectural Control Committee established under Article 3.

3. "Community" shall mean the residential development known as Greenville Overlook contained within the Property and as generally depicted on the Plan, and any additional residential projects that may be incorporated into or become a part of the Community as a result of the annexation of such additional projects through any one or more resubdivisions or other modifications of the Plan.

4. "Community Guidelines" shall initially mean the community-wide guidelines initially promulgated by the Declarant, as may be amended from time to time by the Declarant or upon the affirmative vote of a majority of the Committee.

5. "Declarant" shall mean and refer to Toll DE II LP, a Delaware limited partnership, its successors and assigns.

6. "Developer" shall mean and refer to the developer or builder of any one or more of the Lots that are either owned by Declarant and/or that title to any such Lots are conveyed by Declarant to any such third party developer or builder.

7. "Lot" shall mean and refer to any plot of land intended for private individual residential use by subdivision as shown on any Plan of the Property, but expressly excluding any Common Facilities.

8. "Maintenance Corporation" shall mean and refer to the Greenville Overlook Maintenance Corporation, a non-profit corporation incorporated under the laws of the State of Delaware, its successors and assigns, with respect to the rights, duties, obligations set forth in and subject to the terms and conditions of Maintenance Declaration.

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

10. "Plan" shall mean and refer to the Record Major Subdivision Plan for "Greenville Overlook", prepared by Eastern States Engineering and dated January 20, 2006, last revised November 13, 2007, as may be amended from time to time, recorded on February 28, 2008 in Recorder's Office as Instrument No. 20080228-0013552, showing the location of the various Lots, public streets and Common Facilities on the Property, together with any amendment or modification thereto as well as any subsequent subdivision, resubdivision, land development or other plan relating to the Property and any individual Lot thereon as well as the Common Facilities.

11. The "Property" shall mean and refer to all properties, including the Lots and Common Facilities which are part of the Plan as referenced in Exhibit A and any annexation or expansion thereof to incorporate additional lots, pieces or parcels of land as provided hereunder.

ARTICLE 2 LOT USE RESTRICTIONS

1. **Single Family Residences Only.** All Lots shall be used solely for private, single family residential purposes, unless otherwise hereinafter expressly provided, and no Lot shall be occupied by any more persons than permitted by Law. No buildings, structures or any other improvements shall be constructed, placed or maintained on any Lot except single family residential dwellings and approved accessory structures as otherwise expressly authorized and permitted under this Declaration. Except as otherwise expressly provided for under this Declaration, no more than one such dwelling shall be constructed, placed or maintained on each Lot, and the dwelling on each Lot shall be occupied by no more than one family. No trailer, travel trailer, mobile home, tent, shack, garage or other outbuilding, temporary or semi permanent or permanent structure, improvement or shelter of any kind other than the dwelling house shall be erected, or shall be placed or utilized as a residence either temporarily or permanently, on any Lot or the Property, except for those structures and improvements erected by the Declarant or Developer and those Lot Improvements (as defined in Article 3, Section 1) expressly approved by the Committee. The foregoing provisions shall not, however, prohibit the placement on any Lot by Declarant of sales models, sales trailers, model home parking lots, temporary construction trailers, sheds, portable toilets or other temporary construction related facilities during construction, maintenance, repair of, or addition to, buildings, structures or any other improvements on the Lots as permitted under this Declaration.

2. **Business and Institutional Use Prohibited.** Except for the Declarant, no trade, business or profession shall be regularly conducted or pursued on any Lot or within or without any dwelling or structure constructed on the Lots or the Common Facilities unless such business or occupation is incidental to the Lot's primary residential use, such business shall have no employees, customers or clients come to the Lot, and that such use is in compliance with all applicable rules and regulations of New Castle County. No structure, vehicle or equipment be shall be constructed, placed maintained or operated, temporarily or permanently, on any Lot or the Common Facilities for any trade, business, manufacturing, or other commercial, institutional or charitable purpose, except as Declarant may deem necessary or advisable from time-to-time in connection with the construction, maintenance or repair of any street, access area, single family residence or other dwellings, structures and improvements on the Lots and the Common

Facilities. This prohibition shall not, however, prohibit Declarant or any Developer, as applicable, from maintaining a temporary office or storage trailer(s) on any Lot or Lots as a field and/or sales office or for temporary storage during the construction and development of the Community and the improvements therein, or prevent Declarant from erecting on any Lot or Lots a sample or speculation house or houses for exhibition and/or sale to the public or prohibit Declarant or any Owner from selling or renting any single family residence thereon for occupancy by a single family, and for such purposes members of the public may rightfully be invited to, and may, inspect such houses and residences.

3. Limitations on Animals. Lot Owners shall not keep animals, wildlife, livestock, reptiles or poultry of any kind, other than domesticated household birds and fish, house dogs or domesticated house cats. All animals shall be leashed (if outdoors) or kept within the Lot and shall not be permitted to roam free. The Declarant may restrict the walking of pets to certain areas. Owners who walk their pets within the Community must clean up after their pets. Commercial activity involving pets, including, without limitation, boarding, breeding, grooming or training is not allowed. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Declarant, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. No pet may be leashed to any stationary object in the Common Facilities. Pursuant to rules and regulations, the Declarant may further regulate pets, including but not limited to number and type of pets. No dog houses shall be permitted.

Any Lot Owner who keeps or maintains any pet upon any portion of the Community shall be deemed to have indemnified and agreed to hold the Maintenance Corporation, each Lot Owner, and the Declarant free and harmless from any loss, claim or liability of any kind of character whatever arising by reason of keeping or maintaining such pet within the Community.

4. Nuisances Prohibited. No nuisance, or noxious activity shall be permitted, or conducted on or about any Lot or the Common Facilities, including but not limited to, unlawful or unusual quantities of explosives, open fire or smoke, fresh manure and uncovered refuse. Nothing contained in this paragraph, however, shall be interpreted or construed as placing any limitation or restriction of the use and enjoyment of any wood burning fireplace (either indoor or outdoor), structures, equipment or devices, or similar activities on the Lots only, so long as such activities are conducted in a safe, prudent and responsible manner.

A. All garbage, trash and other refuse shall be kept in tight, enclosed containers with lids and natural debris, (by way of illustration and not limitation such as leaves, branches and grass clippings) shall be placed in plastic garbage bags or similar disposal containers or roped as applicable) and adequately camouflaged and kept from public view and removed from the Lots at reasonably frequent intervals. Such trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting that they may be placed temporarily at street/curb side on the regular day of collection or after 5:00 p.m. on the day immediately prior to the day of collection if required by the collection agency. Each Owner shall

take all reasonable steps to prevent his or her garbage and refuse from emitting odors which would reasonably annoy any other Owner.

B. No composting activities of any kind or nature shall be permitted on any Lot, including but not limited to natural composting activities. In addition, no Owner shall erect or maintain any composting piles or receptacles or containers on any Lot or the Common Facilities.

C. Except for work done by the Declarant in connection with the construction and marketing of the Community, nothing shall be built, caused to be built, or done in or to any part of the Property which will alter or cause any alteration to the Common Facilities without the prior written approval of the Declarant and the Maintenance Corporation.

5. **Limitations on Vehicles.** No mobile homes, motor homes, campers, trailers, airplanes, helicopters, boats, snow mobiles, motorcycles, three (3) or four (4) wheel "all terrain" vehicles, dune buggies, commercial vans, commercial trucks or other commercial or specialized sport or recreational vehicles or motorized recreational equipment (including, but not limited to go-carts, motorized scooters and similar on road or off road vehicles) whether transported by a trailer, hitch or other apparatus or not, including but not limited to jet skis and wave runners, shall be maintained upon or brought upon any Lot or the Common Facilities, or parked on any street except for such time as is necessary to clean, load or unload such vehicles, or pick up or discharge passengers therefrom provided, however, that such vehicles may be kept on such Lots if kept in an enclosed garage. No inoperable, unregistered or expired registration, or unlicensed vehicle shall be parked outside of any dwelling or street for more than forty eight (48) hours. This restriction shall not apply to construction or service vehicles parked on any street or Lot by a third-party or by Declarant in order to conduct business or perform services or at the invitation of a Owner. All motor vehicles owned and operated by Owners and their guests, licensees and/or invitees must be parked in the garage or the driveway located on the Owner's Lot or the adjacent street if such parking is temporary parking. No such vehicle may be parked elsewhere on any Lot, the Common Facilities or on the streets, except for temporary parking. For purposes of this paragraph, "temporary parking" shall mean the parking of such motor vehicles on an intermittent and non-recurring basis during the period between dawn and the following midnight.

6. **Exterior Protrusions.** No Owner shall cause or permit any rug, laundry, aerial, fan, air-conditioner, wire or other object to hang or protrude from any window or door. No rugs shall be hung, draped or beaten on patios, balconies, railings or any exterior portion of a dwelling or outdoor living areas of any Lot, nor shall dust, rubbish or litter be shaken, swept or thrown from any window, door, patio, balcony or outdoor living area. No laundry shall be aired, hung, draped or otherwise displayed from any patios, balconies, railings or any exterior portion of a dwelling or outdoor living areas of any Lot or on the Common Facilities. Laundry lines and poles outside houses are prohibited. The foregoing shall not prohibit the display of customary holiday decorations, subject to such specific limitations on type, manner of display and duration as the Committee may from time to time fix and determine.

7. **Compliance with Laws.** No building or other improvement shall be placed or maintained on any Lot nearer to any front, side or rear property line than is permissible

without a variance from the New Castle County Board of Adjustment pursuant to the Zoning Code of New Castle County, Delaware, as amended, or nearer than as permitted by the Committee, whichever is greater in distance from said property line. All structures, including mailboxes that do not comply with all applicable Laws (as defined below), basketball hoops, rocks, and landscaping (including trees), shall be prohibited within any street way right-of way. All construction, including any improvement constructed on any Lot and all parts and phases thereof including, without being limited to, electrical work and plumbing, shall be designed, performed and completed in a timely and good workman-like manner and in compliance with all applicable Federal, State, County and Municipal statutes, laws, ordinances, regulations, orders and directives or other governmental enactments, including but not limited to subdivision, zoning, building, health and drainage codes as well as those laws, ordinances and regulations which regulate health, safety and the environment including environmental regulations (collectively the "Laws") and shall be subject to inspection and approval by properly authorized inspectors and authorities, as applicable. Notwithstanding the restrictions herein contained, no permitted use or restriction or other provision shall be in conflict with or contrary to the intent, purpose and provision of any zoning ordinance in effect. Where these restrictions are more restrictive than the provisions of any such zoning ordinance, these restrictions shall be deemed to prevail. Owners are required to contact Miss Utility before any digging is done on any Lot.

8. **Lawns, Gardens and Signs.** All lawns and plantings shall be regularly mowed and trimmed by the Owners on which they are located so as to present a reasonably neat and cared-for appearance. Each Lot Owner shall maintain his or her Lot in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any Community Guidelines which may be applicable hereunder or under law. Each Lot Owner shall maintain his or her Lot in a manner satisfactory to the Maintenance Corporation and in accordance with the Declaration and any Community Guidelines. In the event that a Lot is not so maintained, the Maintenance Corporation shall have the right, but not the obligation, to enter upon the Lot to maintain the same, after giving the Lot Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the Maintenance Corporation exercises its right of entry for maintenance purposes, the Maintenance Corporation shall have the right to assess the particular Lot Owner for the cost of such maintenance. The grading of each Lot shall not be changed in any manner that will cause an adverse effect on any other Lot or the Common Facilities.

None of the foregoing shall prevent Owners from creating and maintaining vegetable and/or flower gardens on their Lots for their own use (as opposed to sale for profit), provided any such vegetable gardens are located in the rear yard of any Lot. No signs, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs, "For Sale" or "For Rent" signs, or signs of contractors and subcontractors shall be erected on any Lot without the prior written consent of the Committee, which may restrict the size, color, lettering, height, material and location of the sign, or, in the alternative, provide the Lot Owner with a sign to be used for such purposes.

No landscape improvements, fountains, statues, bird baths or other objects shall be placed in the front yards of any Lot without the prior written consent of the Committee. No temporary or permanent clothes line or similar structures or improvements shall be permitted.

All lawn, garden or other landscaping maintenance activities and byproducts or debris, including, but not limited to grass clippings, tree limbs or branches, leaves, or other natural or man made matter created or produced by any pruning, cutting, trimming, raking or similar activities, shall be properly disposed of by each Lot Owner as generally provided in Article 2, Section 10 below. Under no circumstance shall any such clippings, tree limbs, branches, leaves or other debris be temporarily or permanently placed, discarded or otherwise disposed of on the Common Facilities.

9. **Easements and Rights-of-Way.** Perpetual easements for the installation and maintenance of electric, water, telephone, cable, gas, sewer and drainage facilities for the benefit of the Lots and the Owners thereof or public or private utility companies ultimately operating such facilities are reserved as shown on the Plan or as otherwise provided in this Declaration. No building, structure, irrigation system or improvement of any kind shall be erected within the easement areas occupied by such facilities. Owners who utilize any of the reserved easements for the improvement and maintenance of their Lots shall be liable for any damages caused to any easement areas located on their respective Lot. All conveyances of Lots by Declarant or others shall be subject to such easements and rights of way without necessity of any further reservation being mentioned therein.

A. Easements and right-of-ways are hereby reserved on, over, under and along all of the Lots in the Property, for poles, wires, conduits, and pipes for lighting, heating, gas, electricity, telephone, and any other public or quasi-public utility service purpose, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, six (6) feet from the side and rear property lines of each Lot, such utilities to be constructed underground, together with the right of access thereto for the purpose of further construction and/or repair or as otherwise expressly provided by the Plan. A ten (10) foot wide easement shall be established along interior rights of way created by the Plan, unless otherwise specified on the Plan. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

B. Notwithstanding any provision of this Declaration or of any amendment to this Declaration, so long as the Declarant or any successor to or assign of Declarant is engaged in developing or improving any portion of the Property, Declarant or its designees shall have an unlimited easement of ingress, egress, and use over any portion of the Property not conveyed to an individual Owner or otherwise owned by the applicable Declarant for occupancy for (1) movement and storage of building materials and equipment; (2) erection and maintenance of directional and promotional signs; (3) construction of the dwellings on the Lots and improvements on the Common Facilities; and (4) conduct of sales activities, including maintenance of any office or model homes, subject to compliance with all applicable laws. Declarant reserves the right to use the Common Facilities for ingress and egress by its officers, employees, agents, contractors and subcontractors, and by any prospective purchasers or tenants of Lots, including the right of all of them to park in any common parking spaces. The Declarant shall also have the right, until the conveyance of the last Lot it owns, to erect signs on the Common Facilities and on its Lots advertising such Lots for sale or lease. The Declarant shall have the right from time to time to relocate model units, sales and rental offices, trailers and construction offices in connection with the marketing and construction of the Property. This Section shall not be amended without the prior written consent of the Declarant.

10. **Additional Restrictions.** In addition to the other use restrictions set forth above, the following additional restrictions shall apply to the Lots and the Owners thereof:

A. No Lot in the Community shall be further divided or subdivided in any manner except with the prior written consent and approval of Declarant. This restriction shall not prevent conveyance of property between adjacent Owners to correct or to change common boundaries, so long as the resulting acreages and separate ownerships are not substantially changed and otherwise comply with all applicable Laws and this Declaration. The Committee shall have the right in its absolute and sole but good faith discretion to prohibit any such subdivision altogether if in the Committee's reasonable opinion and judgment the proposed subdivision will have a detrimental effect on the Community.

B. It shall be the duty of each Owner of a Lot abutting street rights-of-way within the Community to be responsible for proper seeding, care and maintenance of the land lying between the portion of that Owner's property line which abuts such rights of way and the street itself. In performing this duty, the Owner shall not obstruct or make any use of such area which is detrimental to or inconsistent with the proper use of the right of way.

C. Notwithstanding anything contained herein to the contrary, accessory dwelling units, unattached outbuildings, detached garages, greenhouses, storage and tool sheds, tennis courts, portable basketball hoops and above-ground swimming pools are expressly prohibited and shall not be used or maintained on any Lot or in the Community.

D. All on-Lot lighting shall be designed and mounted as provided under this Declaration. Any such lighting shall be generally directed in such a manner to enhance the immediate area around any dwelling on a Lot and shall not be directed toward other dwellings on adjacent Lots or properties surrounding the Community, so as to be a nuisance to adjacent Owners or landowners outside of the Community.

E. All mail delivery will be taken at mail boxes located in an area dedicated to that purpose or as required by the United States Postal Service (USPS) or other governmental agency or authority. The placement or replacement, maintenance and use of all such mail boxes shall occur on each applicable Lot in concert with the requirements of the USPS and all mail boxes shall not be installed, maintained or used in any private or public right of way except in concert with the regulations of the Delaware Department of Transportation or other governmental agency or authority.

F. No Owner shall play or allow to be played any musical instrument, radio, television, phonograph, sound movie projector, tape recorder or like device, or shall practice singing or vocal exercises, or shall use any tool or engage in any noisy activity, earlier in the morning than 8:00 a.m. Monday through Saturday, and 11:00 a.m. Sunday, or later in the evening than 11:00 p.m. Sunday through Thursday, and 12:00 midnight Friday and Saturday, or for longer (except for electronic equipment) than three (3) hours in any given day, if the same shall disturb and annoy, in a material and substantive manner, any other Owners. No Owner shall engage in any altercation at any time or otherwise shout, yell, or disturb the peace if the same shall annoy and disturb, any other Owners. Television, radio and other electrical devices subject to volume control shall not be played above moderate levels so as to violate any

applicable noise or similar ordinance of New Castle County, or disturb and annoy, in a material and substantive manner, any other Owners.

G. Trees. No trees, shrubs, vegetation or other form of natural landscaping existing on the Property, including the Lots as of the date of this Declaration (collectively the "Landscaping") shall be cut down or otherwise removed from any Lot except for diseased or dead Landscaping (attributable to natural causes as opposed to the acts or omissions of the Lot Owner) or Landscaping requiring removal, trimming, pruning or other action to promote the growth of other Landscaping or for safety reasons, all as reasonably determined, authorized and approved in writing by the Committee. Any such authorization and approval may be initiated upon the written application or request from any Owner of a Lot affected by any such tree(s) or upon the Committee's own initiative. Any trees located within the Common Facilities shall be governed and managed by the Maintenance Corporation, subject to any conservation easement(s) or other agreements.

H. Temporary Use and/or Storage of Dumpsters/Storage Pods and other Containers or Receptacles. Except in the event of a casualty loss or permitted remodeling or alterations of the improvements, dwelling and/or structures on a Lot as authorized and approved in accordance with this Declaration and by the Committee, no dumpsters or other debris containers or receptacles, other than customary residential garbage containers permitted in accordance in Article 2, Section 4(b) above, shall be permitted to be placed, stored or maintained on any Lot, Common Facilities or any street, right of way or sidewalk on either a temporary or permanent basis. Any request for the temporary storage of dumpsters or other debris containers or receptacles by a Lot Owner shall be submitted in writing to the Committee for approval, which approval may contain reasonable restrictions, limitations and conditions as to the size, location and duration of any such temporary storage of dumpsters or other debris containers or receptacles. Storage pods, boxes or similar containers (the "Storage Containers") may be placed, stored and used on an individual Lot within a driveway on a temporary basis (not to exceed fifteen [15] days) solely in connection with any moving relating activities or other short term event or circumstance by an Owner of a Lot upon the written request of the Owner to the Committee. Any request for the temporary use of the Storage Containers by a Lot Owner shall be submitted in writing to the Committee for approval, which approval may contain reasonable restrictions, limitations and conditions as to the size, location and duration of any such temporary Storage Containers, which may include an extension of time by the Committee upon a showing by the Lot Owner of extenuating circumstances beyond the reasonable control or responsibility of the Lot Owner. Nothing contained in this Section shall apply to the construction and development activities of the Declarant or any Developer, and their applicable contractors, subcontractors, suppliers, materialmen or agents with respect to the Community, including but not limited to the Lots and the Common Facilities.

I. Recreational Equipment Within Right of Ways and Sidewalks. No children's play and similar equipment, including but not limited to portable or permanent basketball hoops, hockey or soccer nets or goals, trampolines, swing sets, slides, jungle gyms or play houses (collectively the "Play Equipment") shall be allowed to be installed, maintained or used, either on a temporary or permanent basis, within or upon any street, right of way or adjoining sidewalk and may only be used or maintained within the backyard of each Owner's

Lot. Permanent basketball hoops may be installed within the driveway of an Owner's Lot with the approval of the Committee.

11. Satellite Dishes/Antennas. Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Committee (as defined in Article 6 below) shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Committee reserves the right to amend and modify any requirements governing installation, maintenance, and use of Antennas, which may be more restrictive than as set forth herein and which may, in the discretion of the Committee, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot without prior written approval as required by Article 6. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such Antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an Antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

12. Fences. No Owner shall erect any fence (including invisible fences), hedge or mass planting of any type in front of the front wall of any dwelling on any Lot. No fence may be erected on any Lot without such Owner first receiving approval from the Committee in accordance with Article 3 herein. All approved fences shall be constructed with black powder coated aluminum or substantially similar material as approved by the Declarant and/or the Committee. Each Owner shall act as to insure that the Property and each Lot remains open to light and air such that, among other things, no stockade fence or similar fence, or other similar structure, that blocks or prohibits free view of the Property shall be permitted.

ARTICLE 3
ARCHITECTURAL CONTROL COMMITTEE
DESIGN STANDARDS AND REVIEW

1. General Provisions. No dwelling, structure, improvement, landscaping or other man-made object, including, but not limited to buildings, tennis courts, permanent basketball courts, children's recreation equipment or other recreational or sporting facilities, decks, patios, porches, pool houses, below ground swimming pools, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, fences, walls, mailboxes and outdoor lighting, together with all forms or types of landscaping (collectively the "Lot Improvements") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified without the expressly written consent and approval of the Committee and in accordance with the provisions of this Article 3 and the

Community Guidelines. In addition, no Lot Improvements, once approved by the Committee, shall be altered, extended, added to, removed or otherwise modified, nor shall any additional structures of any nature be erected, used or maintained nor shall any exterior change or alteration be made (including, but not limited to, exterior facade color changes or change in grade or drainage) to the Lot Improvements except in accordance with this Declaration.

2. **The Committee.** The Committee shall consist of a minimum of three (3) members up to a maximum of five (5) members. Members may be either individuals or any form of entity, including, but not limited to a corporation, limited liability company, a partnership or a trust, provided Members shall be either an Owner, a designee of the entities that constitutes the Declarant and any Developer of, or an architect licensed in the State of Delaware (individually a "Member" and collectively the "Members"). The initial Members of the Committee, as well as their respective successors, shall have the right to resign and be replaced by a Member, from time to time by Declarant. Any such successor shall serve until such time as the Member either resigns or is removed by Declarant (with or without cause) at any time upon written notice. Meetings shall be held at the offices of the Declarant or such other places within Mill Creek or Christiana Hundreds as may be designated by the Chairman of the Committee. The Committee shall keep accurate records of its membership and actions and shall from time to time, as warranted, notify all Owners of any change in the membership of the Committee as a result of resignations and replacements of Members. The Committee shall meet when and as it deems reasonably necessary in order to discharge its obligations and responsibilities, including rendering any decisions specified in this Declaration. The Committee may establish its own rules for the conduct of its meetings and its decision making process which shall which shall be adopted, promulgated, applied and enforced in a uniform and non-discriminatory manner among the Owners as the Committee deems reasonable and necessary; provided, however, that any decision of the Committee shall be made by a majority vote of its members. Any such rules shall be distributed to the Owners and may be amended, from time to time, by a majority of the Committee. In addition, the Committee is authorized to retain the services of consulting architects, landscape architects, attorneys or other professionals to advise and assist the Committee in performing its duties and responsibilities hereunder. The Committee shall consist of members appointed by the Declarant until such time as the Declarant shall have closed on the sale of the last Lot owned by it in the Community or the Declarant, in its sole discretion, elects to transition control of the Committee to the Owners of the Lots, whichever shall occur first.

3. **Criteria For Submission, Review and Decision on Plans.**

A. Any request from a Owner for any Lot Improvements shall be in writing and shall be submitted to the Committee on such forms and applications and to such address(es) as the Committee may adopt and direct from time to time and shall include, when applicable, two (2) sets of plans and specifications by a Delaware licensed architect and/or landscaper (as applicable) as to the nature and kind of such Lot Improvements, showing the location of the proposed Lot Improvements to be constructed on the Lot, together with final grade lines, shape, height, floor plans, materials and color scheme, and a landscape plan, if applicable, as well as the proposed builder or contractor intending to construct or install such Lot Improvements (collectively the "Plans and Specifications").

B. In passing upon such Plans and Specifications, the Committee, in accordance with the provisions of this Declaration, shall consider the aesthetic suitability and harmony of the Lot Improvements to be constructed, to and with the Lot on which it is proposed to be located; the comparability of the height, profile and color scheme with neighboring residences whether same be existent, under construction, or approved for construction; the impact of the item to be constructed on the environment, including without being limited to preservation of trees and open spaces, and surface water drainage, the effect of the proposed Lot Improvement or other item, and its planned usage and purpose, on the outlook of neighboring Lots and/or residences; and the quality of the materials to be used in construction and the proposed method of construction including but not limited to the effect of lighting and signage upon neighboring Lots and/or residences. The terms "aesthetic suitability and harmony" shall be interpreted to encourage the use of traditional architecture and stone and other materials found in other homes and structures in the general area. Dimensional architectural fiberglass or asphalt shingles shall be required. No exterior colors or materials initially installed by the Declarant or subsequently approved by the Committee shall be changed through replacement, repair, redecoration, repainting or otherwise, except upon prior submission to and approval by the Committee, which approval may be withheld in the Committee's reasonable discretion. With respect to Lot Improvements such as, but not limited to, driveways and turnarounds, fences, walls, recreational facilities, barbeques and patios, the Committee shall have the right in its absolute and sole but good faith discretion to prohibit such Lot Improvements altogether if in the opinion of the Committee the construction and use of such Lot Improvements will necessitate the removal of valuable trees, cause drainage problems, or have a detrimental effect on the outlook from or use of neighboring Lots.

C. In the event that repair, replacement or other work on the Lot Improvements becomes necessary, or the erection of any additional structures is necessary, then any such work shall, to the extent practicable, be performed so that the condition and appearance is equal to and identical to the condition and appearance of the dwelling, building, structure or improvement as originally constructed, or with respect to additional structures, the construction and appearance is in architectural harmony with the Lot Improvements as originally built and developed under this Declaration, together with any other requirement imposed under this Declaration.

D. The Committee reserves the right to approve in advance proposed architects, builders and landscape designers.

E. **Review Fee.** Except for Lot Improvements to be constructed by any applicable Developer or the Declarant, any application to the Committee for review shall be accompanied by a reasonable application fee (as determined and published to the Owners from time to time by the Committee) to defray the cost of professional services that the Committee may reasonably incur to properly evaluate an Owner's Plans and Specifications (the "Review Fee"). The Committee may waive the Review Fee on a case by case basis if the application for any such Lot Improvements does not require the Committee to incur any professional fees or services in connection with its review and evaluation of the Plans and Specifications. The Review Fee shall be non-refundable unless the applicant withdraws its application prior to the Committee incurring any professional fees or expenses in connection with its review and evaluation of the application. All Plans and Specifications submitted to the Committee shall be

retained by the Committee and shall not be returned to the applicant, unless the Committee elects to do so.

F. **Review and Decision Process.** Within thirty (30) days after the Owner has submitted all the required Plans and Specifications to the Committee, the Committee shall notify the Owner in writing whether such Plans and Specifications are either approved or disapproved. Any disapproval or objections shall be in writing and may (but shall not be obligated) to be detailed and may include an explanation for the basis or reason for such disapproval or objections, together with such reasonable changes, modification or other alterations and recommendations as appropriate or practicable that would render the Plans and Specifications acceptable to the Committee and in compliance with the review and approval criteria established under this Declaration. In the event Declarant fails to approve or disapprove an Owner's submission of the Plans and Specifications in writing within the said thirty (30) day period, then the Committee's approval shall be conclusively presumed to have been denied, provided, however that the aforesaid presumption shall not be deemed a waiver of the applicable provisions of this Declaration. No construction of the Lot Improvements provided for in the submitted Plans and Specifications shall be commenced until the receipt of the Committee's written approval of the Plans and Specifications.

G. **Time for Review of Revised Plans and Specifications.** In the event the Committee shall disapprove any part of the Plans and Specifications as submitted in accordance with this Section, then the Owner shall have the opportunity to revise its Plans and Specifications to incorporate such changes, modifications, additions or deletions, as applicable, and shall resubmit the revised Plans and Specifications to the Committee, if the Owner so chooses, together with an additional Review Fee and the Committee shall have thirty (30) days within which to review such revised Plans and Specifications and to determine the Owner's compliance with the Committee's designated changes. In the event the Committee fails or neglects to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance (or non-compliance) within the thirty (30) day period, then Declarant's approval shall be conclusively presumed to have been denied. Any disapproval by the Committee of such revised and resubmitted Plans and Specification shall be communicated to the Owner in a written response in accordance with the details required for the Committee's approval as provided in paragraph (f) above.

H. **Changes in Approved Plans and Specifications.** Once the Committee has approved an Owner's Plans and Specifications and the Lot Improvements, then the Owner shall not change, revise or otherwise modify the approved Plans and Specifications or the Lot Improvements without first securing the Committee's written approval in the manner prescribed under this Article 3. The Committee shall endeavor to review such changes, revisions or other modifications within a shorter period of time than the thirty (30) days provided above, but shall not be required to do so.

I. **Approval for Landscaping Plans.** Landscaping shall be approved by the Committee in the same manner as set forth above. In addition to all applicable foregoing guidelines no excavation shall be made, or fill, sand, gravel, crushed stone, brick, asphalt, concrete or the like be placed, set or poured on any Lot so as to cause any blatant and material change in the appearance of such Lot from the street or from any neighboring Lots,

unless the Committee shall first have consented in writing. No fences, walls, hedges or other barriers shall be erected on any Lot without the approval of the Committee, and no existing fences, hedges or barriers shall be removed without the approval of the Committee.

J. **Dispute Resolution Process.** Notwithstanding anything contained in this Declaration to the contrary, if any Owner believes that either the disapproval of any Plans and Specifications submitted by the Owner to the Committee or the Committee's proposed changes to such Plans and Specifications that may be required for the Committee's approval are arbitrary and capricious, then any such Owner may, as its sole and exclusive remedy, submit to dispute to final and binding arbitration in accordance with the provisions of the Delaware Uniform Arbitration Act (the "Act") and the rules of the American Arbitration Association (or comparable arbitration service as determined by the Committee) applicable to such disputes, to the extent such rules are not inconsistent with such Act. The fees of such arbitrator and all reasonable costs and expenses by the Committee in defending its decision(s) shall be paid by the Owner, unless the arbitrator specifically finds and rules that the Committee acted in an arbitrary, capricious and meritless manner, in which event the Owner shall not be required to reimburse the Committee for its reasonable costs and expenses. In any event, the Owner shall be responsible for its own fees, costs and expenses. In determining any question, matter, or dispute before such arbitrator, the arbitrator shall apply the provisions of this Declaration without varying there from in any respect, and shall not have the power or authority to add, modify, or otherwise change any of the provisions of this Declaration. The parties to any such arbitration agree to reasonably cooperate, to obtain the cooperation of their employees, agents and contractors, as applicable; to use reasonable efforts to supply as witnesses such employees, agents and contractors, as applicable; and to produce any relevant documents that may be required.

K. **Approvals/Disapprovals.** Neither the Declarant, the Committee, nor its agents, employees, representatives, and its successors and assigns shall be liable or responsible for any costs, expenses, fines or damages of any kind or nature (including but not limited to consequential, punitive or special damages) to any Owner or to any other person submitting Plans and Specifications to the Committee for approval or to any third party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any Plans and Specifications. In addition, neither the Declarant nor the Committee shall be responsible for determining the safety or structural soundness of any Lot Improvements proposed or contained within the Plans and Specifications presented to the Committee for its review under this Article 3 or their compliance with all applicable Laws. Every person who submits Plans and Specifications to the Declarant for approval, as provided herein, agrees, by submission of such Plans and Specifications, and every Owner or person claiming by or through the Owner agrees, by acquiring title to any Lot or any interest in any Lot, that it shall not initiate, commence or prosecute any action, claim or suit against the Committee, its agents, employees or representatives to recover any such damages, costs, expenses, fines, including, but not limited to special, consequential or punitive damages with respect to any approval, denial or failure to approve any Plans and Specifications or their compliance or non-compliance with all applicable Laws and such Owner shall indemnify and hold the Declarant and/or the Committee harmless from and against any and all such damages.

L. **Work Impacting Common Facilities.** No Lot Owner shall perform or permit to be performed any work to any portion of his or her Lot which requires

access to, over, through or under any portion of the Common Facilities without the prior written consent of the Board of Directors of the Maintenance Corporation (the "Board"), except in the case of emergency. All such work shall only be performed by a contractor who delivers to the Board, prior to the commencement of any such work, all of the following, in a form satisfactory to the Board:

(i). releases of the Board and the Maintenance Corporation for all claims that such contractor may assert in connection with such work;

(ii). indemnities of the Board and the Maintenance Corporation, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, the Common Facilities or other Lots;

(iii). certificates of insurance, including liability and worker's compensation coverage, in amounts and with companies reasonably acceptable to the Board, covering the Maintenance Corporation; and

(iv). All other information and protections which the Board may reasonably require.

M. **Governmental/Third Party Approvals.** Notwithstanding any approval granted by the Committee to any Owner under this Article 6, any such Owner shall also be solely responsible and liable for obtaining any and all licenses, approvals, permits, authorizations, variances, special exceptions or other approvals from any and all applicable governmental agencies, bodies or political subdivisions, as well as any consents and approvals from any third parties and compliance with all applicable Laws with respect to any such Lot Improvements and Plans and Specifications.

N. **Notices.** Any written communications, submittals or notices to the Committee or the Owners as contemplated or provided under this Article 3 shall be sent to the then current address for the Committee as provided to the Owners from time to time in writing and to the applicable Owner(s) by certified mail, return receipt requested or by hand delivery with a receipt confirming such hand delivery, as follows:

If to Committee:

Toll DE II LP
Attention: Mike Klein
4 Hillman Drive, Ste 120, 2nd Floor
Chadds Ford, PA 19317

Cc: Toll DE II LP
250 Gibraltar Road
Horsham, PA 19044
Attn: David Larkin, Esq.

If to an Owner

To the address last appearing on the books of the Corporation or as otherwise provided by the Owner in writing.

The Committee and/or an Owner may at any time change its address for notification purposes under this Article 3 by mailing as aforesaid a notice stating the change and setting forth the new address to the Committee and/or the Owners, as applicable. In the absence of any current address for any Owner in the books of the Maintenance Corporation, then the Committee may rely upon and use the name and address provided by the New Castle County Tax Assessment Office for the Lot of any such Owner for purposes of any notice or communication required under this Article 3.

O. Nothing herein shall give the Committee authority to regulate, control or determine external design, appearance, use or location of portions of the Property under development, or to be developed, or Lot under construction, or to be constructed, marketed or sold by the Declarant.

ARTICLE 4
MISCELLANEOUS PROVISIONS

1. Amendment to Declaration. These covenants and restrictions may be changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the then Owners of 75% of the Lots in the Community, which instrument shall be recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware; excepting, however, that the Declarant, so long as it is the owner of any Lot, shall have the absolute right to amend this Declaration without the joinder of any Owners by executing and recording amendments in the Office aforesaid if such amendments are:

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

(b) required by any mortgagee of improved Lots and dwelling houses in the Property; or

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

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

(e) required to correct errors or technical deficiencies or imperfections or to clarify ambiguities.

2. **Duration of Declaration** This Declaration shall be regarded as consisting wholly of real covenants running with the land and binding upon the Property. It shall be binding upon Declarant, its successors, assigns, and grantees until the first day of January, 2039, and thereafter shall automatically continue in full and likewise binding force and effect for successive ten (10) year periods, unless and until the Owners of seventy-five percent (75%) or more of the Lots shall execute and acknowledge an amended and restated declaration, a new declaration or a partial or whole termination of this Declaration in the Recorder's Office.

3. **Construction of Declaration.** This Declaration shall be construed to effectuate its purpose, under and in accordance with the laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no way affect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of the Declarant, as the author hereof, but it shall be regarded the same as, and in parity with, any other Owner. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require. The headings in this Declaration shall be deemed as neither adding to nor detracting from the contents and provisions hereof.

4. **Assignment by Declarant.** Declarant shall, without notice to, action by, or consent of any other Owner or Owners, have the right, power and authority at any time and from time to time to assign all or any part of their respective rights, powers and authorities hereunder to any other party or parties by written document specifically reciting the intent so to assign which shall be executed and acknowledged by such other party or parties, and recorded in the Recorder's Office. In no event shall either Declarant's conveyance of any one or more Lots be deemed to include any such assignment, but such assignment must be by a separate instrument to be effective.

5. **Notices.** Any notice required to be sent to any Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, by recognized overnight mail or by certified mail, return receipt requested, prepaid, to the last known address of the person who appears as a Owner on the records of the Maintenance

Corporation at the time of such mailing.

6. **Enforcement.** Except as otherwise expressly provided in this Declaration to the contrary (or as provided under 10 Del. C. § 348, as amended, or any other statute) in the event any Owner or their respective tenants and subtenants, agents, contractors, visitors, licensees, and invitees breaches any covenant or obligation or undertaking as provided in this Declaration and fails to remedy or rectify such breach within ten (10) days after written notice from the Declarant, the Committee, or any Owner, specifying the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages (but expressly excluding consequential, punitive or special damages), specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such ten (10) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such breach shall be reasonably extended to enable the non-performing party to complete the required cure as long as the non-performing party diligently and continuously pursues a cure and any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation or other adverse governmental or third party action. Each right and remedy which the Declarant, any Owner, or the Maintenance Corporation may have under this Declaration or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. Any costs, fees and expenses incurred by the prevailing party, including reasonable attorneys' fees, arising out of or relating to breaches and disputes under this Declaration will be paid by the non-prevailing party as determined by a court of competent jurisdiction.

7. **Severability.** If any clause or provision of this Declaration is held to be illegal, invalid or unenforceable, then and in such event, it is the express intention of the parties hereto that the remainder of this Agreement shall not be affected thereby and each clause or provision of this Declaration other than those declared illegal, invalid or unenforceable shall be legal, valid and enforceable to the fullest extent permitted by law.

8. **Binding Covenants.** All the covenants, agreements, conditions and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the Property and the Lots, binding upon, inuring to the benefit of, and enforceable by Declarant and the Owners, and the Maintenance Corporation as specifically provided hereinabove, and all subsequent Owners, and their respective legal representatives, heirs, successors and assigns.

9. **Waiver.** The failure of the Declarant, the Maintenance Corporation, or any Owner to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter. No delay or omission of any party in exercising any right occurring upon any breach of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the

continuance of such default. A waiver of any of the parties of a breach under any of the terms and conditions of this Declaration by any other party shall not be construed to be a waiver of any subsequent breach or default of any other term or condition of this Declaration except as specifically otherwise provided in this Declaration, but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

10. **Use of Common Facilities.** The rights, duties, obligations of and the restrictions and limitations upon the Owners and the Maintenance Corporation with respect to the use and operation of the Common Facilities shall be governed and controlled by the Maintenance Declaration, this Declaration, the Certificate of Incorporation and Bylaws of the Maintenance Corporation, together with any recorded instruments or agreements which are recorded either prior to or subsequent to this Declaration and any amendments or supplements thereto.

11. **Counterparts.** This Declaration and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

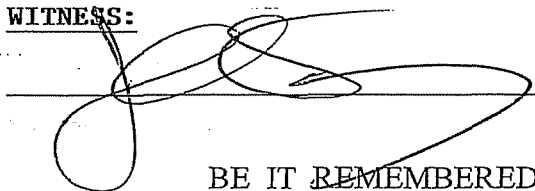
SIGNATURE PAGE FOLLOWS

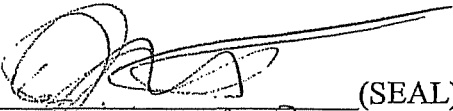
IN WITNESS WHEREOF, the Declarant has executed this Declaration under its hand and seal the day and year first above written.

TOLL DE II LP,
a Delaware limited partnership

BY: Tenby Chase, Inc., its
General Partner

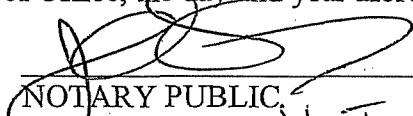
WITNESS:



BY:  (SEAL)
Name: Jeffrey A. Batos
Title: Division President

BE IT REMEMBERED, that on this 6th day of January, 2010 personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Jeffrey A. Batos, the Division President of Tenby Hunt, Inc., the General Partner of TOLL DE II LP, a Delaware limited partnership, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed of the said corporation, as the general partner on behalf of said limited partnership.

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



NOTARY PUBLIC.
PRINT NAME: John Tracey
COMMISSION EXPIRES: Attorney at Law

Lot #	Address	Parcel #
1	105 ODYSSEY DR	802640209
2	107 ODYSSEY DR	802640208
3	109 ODYSSEY DR	802640207
4	111 ODYSSEY DR	802730001
5	113 ODYSSEY DR	802730002
6	115 ODYSSEY DR	802730003
7	117 ODYSSEY DR	802730004
8	119 ODYSSEY DR	802730005
9	121 ODYSSEY DR	802730006
10	123 ODYSSEY DR	802730007
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PRIOPSP	131 ODYSSEY DR	802730064
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PUBROW	598 HERCULES RD	802640210


20130416-0024292
Pages: 11 F: \$153.00
04/16/13 03:47:01 PM
T20130012139
Michael E. Kozikowski
New Castle Recorder MISC

Tax Parcel Numbers: See **Schedule A** attached hereto

Prepared by and Return to:
John E. Tracey, Esquire
Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 N. King Street
Wilmington, DE 19801

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
GREENVILLE OVERLOOK**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
GREENVILLE OVERLOOK** (this "Amendment") is made effective the 9th day of April, 2013
(the "Effective Date"), by Toll DE LP, a Delaware limited partnership ("Declarant").

Recitals

WHEREAS, Declarant executed and recorded that certain Declaration of Restrictions for
Greenville Overlook, dated January 6, 2010, and recorded in the Office of the Recorder of Deeds
in and for New Castle County, Delaware (the "Recorder's Office") as Instrument Number
20100108-0001147 (the "Original Declaration");¹

WHEREAS, in accordance with Article 4, Section 1 of the Original Declaration, the
Original Declaration may be modified, in whole or in part, at any time, by an instrument in
writing signed by the then Owners of seventy-five percent (75%) of the Lots in the Community;

WHEREAS, as of the Effective Date and the date of recordation of this Amendment
with the Recorder's Office, Declarant is the Owner of seventy-five percent (75%) of the Lots in
the Community; and

WHEREAS, Declarant desires to, and does hereby, amend the Original Declaration in
accordance with the terms, covenants and conditions contained herein and as more fully set forth
herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, in
consideration of the foregoing Recitals which are incorporated by reference herein, and for and in
consideration of other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the Original Declaration is hereby amended and modified in accordance
with the provisions contained in this Amendment.

I. New Article 5. The Original Declaration is hereby amended by adding the
following new Article 5 immediately after Section 11 of Article 4 of the Original Declaration:

¹ Any capitalized term not otherwise defined in this Amendment shall have the meaning ascribed to such term in the
Original Declaration.

“ARTICLE 5
DECLARANT RESERVED RIGHTS

1. Notwithstanding anything contained in this Declaration or any amendment hereto to the contrary, Declarant hereby creates, imposes, grants, establishes, retains, reserves, and conveys unto itself, for the benefit of Declarant and Declarant’s Permittees, the following free, perpetual, uninterrupted, blanket, and exclusive rights, right-of-ways, privileges, authorities, powers, and easements (referred to individually and collectively as the “Reserved Rights”), on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot:

A. to Construct and Maintain any and all grading for, associated with, or otherwise related to, the development, Construction, or Maintenance of the Community, the Property, including each Lot, or any improvements, betterments, or other structures thereon, at any time and from time to time, now or in the future, including any and all foundation excavation, drainage, drainage swales, fine grading, streets, roads, curbs, pavement, silt fencing, stabilizing, Utilities, Utility Improvements, drainage or water flow, and other improvements, betterments, or structures located, or to be located, on all or any portion of the Property, including each and every Lot, at any time and from time to time, now or in the future;

B. to Construct or Maintain any one or more Utilities or Utility Improvements for, associated with, or otherwise related to, the development, Construction, or Maintenance of the Community, the Property, including each Lot, or any improvements, betterments, or other structures thereon, at any time and from time to time, now or in the future, including the right to connect to and use any such Utilities and Utility Improvements which may exist or be located upon all or any portion of the Property, including each and every Lot, at any time and from time to time, now or in the future;

C. for vehicular and pedestrian access, ingress, egress, regress, and movement on, over, across, within, through, between, to, and from (i) each and every portion of the Property, including each and every Lot, and (ii) each and every portion of the Property, including each and every Lot, and the public or private roads adjacent to and servicing each and every portion of the Property, including each and every Lot; and

D. to grant free, perpetual, uninterrupted, blanket, and exclusive rights, rights-of-ways, privileges, authorities, powers, and easements, both temporary and permanent, to any one or more Persons, including all public authorities and utility companies, over each and every portion of the Property, including each and every Lot, in furtherance of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5.

2. Notwithstanding anything contained in this Declaration or any amendment hereto to the contrary and in no way limiting any of the rights, right-of-ways, privileges,

authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5:

A. In connection with the exercise, use, and enjoyment of any one or more of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5, Declarant expressly reserves and retains the right, power, privilege, and authority, for the benefit of Declarant and Declarant's Permittees, to (i) Construct and Maintain the necessary poles, pipes, lines, service boxes, and other equipment, improvements, betterments, and structures on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot, (ii) have construction vehicles, equipment and the like exercise the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5 on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot, (iii) exercise, use, and enjoy each and every one of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5 from time to time and at any time, now or in the future, without the prior consent or approval of, and without compensation to, the Maintenance Corporation, any Owner, or any other Person, and (iv) execute and record such additional easements and agreements as may be necessary in order to give effect to any one or more of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5, which additional easements and other agreements need not be consented to or joined in by the Maintenance Corporation, any Owner, or any other Person; provided, however, that if requested by Declarant, the Maintenance Corporation and each and every such Owner shall promptly join in and execute such confirmatory easements and other agreements;

B. Declarant and Declarant's Permittees shall have an unlimited easement of ingress, egress, and use on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot, not conveyed to an individual Owner for occupancy as a residential dwelling for (i) movement and storage of building materials and equipment; (ii) erection and maintenance of directional and promotional signs; and (iii) conduct of sales activities, including maintenance of any office or model homes;

C. In connection with the exercise, use, and enjoyment of any one or more of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5, Declarant expressly reserves and retains the right, power, privilege, and authority, for the benefit of Declarant and Declarant's Permittees, to exercise, use, and enjoy one or more temporary and exclusive Construction and Maintenance easements (collectively, the "Temporary Easements") on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot, as may be reasonably necessary or convenient, from time to time and at any time, in connection with the exercise, use, enjoyment, Construction or Maintenance of any one or more of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted,

established, retained, reserved, and conveyed in this Article 5. The location of the Temporary Easements shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not perpetually and unreasonably and materially interfere with, or impede the use and enjoyment of, a Lot as a residential dwelling by the Owner of such Lot;

D. The location of the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5, and any associated improvements, betterments, or other structures on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot, shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not perpetually and unreasonably and materially interfere with, or impede the use and enjoyment of, a Lot as a residential dwelling by the Owner of such Lot;

E. Declarant, without notice to, action by, or consent of any Owners, Permittees, or other Persons, shall have the right, power and authority, at any time and from time to time, to assign all or any part of Declarant's the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Declaration, including this Article 5, to any one or more other Persons by written document specifically reciting the intent so to assign which document shall be executed and acknowledged by such other Person or Persons and recorded in the Recorder's Office. In no event shall a conveyance of all or any portion of the Property, including any Lot, by Declarant be deemed to include any such assignment, but such assignment must be by a separate instrument to be effective;

F. Each Owner of a Lot, by acceptance of a deed to such Lot, is deemed to acknowledge, covenant, and agree to the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5;

G. The rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5 shall be (i) covenants running with the land and the Property, including each Lot, and (ii) binding upon the Maintenance Corporation, each Owner, each Owner's Permittees; and

H. The provisions of this Article 5, including the rights, right-of-ways, privileges, authorities, powers, and easements, including the Reserved Rights, created, imposed, granted, established, retained, reserved, and conveyed in this Article 5, may not be amended, modified, altered, or otherwise changed without the prior written consent of Declarant, which consent may be granted or not granted, in Declarant's sole subjective and absolute discretion and which consent must be recorded in the Recorder's Office."

II. Miscellaneous.

1. Ambiguity. In the event any provision of the Original Declaration is inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

2. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

3. Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions of this Amendment shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of John Fitzgerald Kennedy, the 35th President of the United States of America.

4. Severability. If any clause or provision of this Amendment is held to be illegal, invalid or unenforceable, then and in such event, it is the express intention of the parties hereto that the remainder of this Amendment shall not be affected thereby and each clause or provision of this Amendment other than those declared illegal, invalid or unenforceable shall be legal, valid and enforceable to the fullest extent permitted by law.

5. Definitions. Whenever used in this Amendment, the following terms and phrases shall have the following meanings:

A. “Conduits” shall mean pipes, lines, wires, cables and conduits, including any accessory or appurtenant facilities, structures or improvements, including meters, utility vaults, substations and pumping or treatment stations now or in the future associated with any Utilities and Utility Improvements.

B. “Construct” or “Construction” or any variation thereof shall mean and refer to the development, design, layout, installation, erection, construction, addition, demolition, removal, replacement, reduction, enlargement or any other activity pertaining to each and every portion of the Property, including each and every Lot, and each and every improvement, betterment, or other structure located thereon, that does not constitute Maintenance.

C. “Maintain” or “Maintenance” or any variation thereof shall mean the maintenance, management, installation, repair, restoration, addition, demolition, removal, replacement, enlargement, reduction or any other change, alteration or modification of each and every portion of the Property, including each and every Lot, and each and every improvement, betterment, or other structure located thereon, in order to keep such Property, Lot or structure in good working order, operation, condition and repair.

D. “Permittees” or any variation thereof shall refer to and include, as applicable, a Person’s employees, representatives, agents, contractors, subcontractors, servants, visitors, tenants, occupants, and invitees.

E. “Persons” or any variation thereof shall refer to and include individuals, partnerships, co-tenancies, joint ventures, firms, associations, corporations, limited liability companies, business trusts, real estate investment trusts, trusts, banking associations or institutions, governmental bodies or authorities, or any other form of business or entity.

F. “Utilities” or any variation thereof shall mean and refer to electric power (both generation and transmission), natural gas, telephone, cable or satellite television, telecommunication lines, data lines, internet services, sanitary and storm sewer, potable water, storm drainage and sewer lines, and other utility services of any kind whatsoever, as the same may be Constructed or Maintained or otherwise altered, modified, relocated, reconfigured, redesigned or otherwise changed from time to time for the benefit of any one or more of Declarant, Declarant’s Permittees, the Lots, or the Owners, or any one or more public or private utility companies ultimately operating such Utilities.

G. “Utility Improvements” shall refer to all Conduits and other appurtenant improvements, structures or betterments which are now or are hereinafter located on, under, over, across, within, through, between, to, and from each and every portion of the Property, including each and every Lot, which now or hereafter provide or serve in whole or in part all or any portion of the Property, including the Lots, or any improvements, betterments, or structures located thereon, now or in the future, as the same may be Constructed or Maintained or otherwise altered, modified, relocated, reconfigured, redesigned or otherwise changed from time to time.

H. “including” shall mean “including, without limitation,” and shall be construed as a word or phrase of illustration and not a term of limitation.

End of Text – One (1) Execution Page Follows

Lot #	Address	Parcel #
1	105 ODYSSEY DR	802640209
2	107 ODYSSEY DR	802640208
3	109 ODYSSEY DR	802640207
4	111 ODYSSEY DR	802730001
5	113 ODYSSEY DR	802730002
6	115 ODYSSEY DR	802730003
7	117 ODYSSEY DR	802730004
8	119 ODYSSEY DR	802730005
9	121 ODYSSEY DR	802730006
10	123 ODYSSEY DR	802730007
11	125 ODYSSEY DR	802730008
12	205 ATHENA CT	802730009
13	207 ATHENA CT	802730010
14	209 ATHENA CT	802730011
15	211 ATHENA CT	802730012
16	213 ATHENA CT	802730013
17	215 ATHENA CT	802730014
18	217 ATHENA CT	802730015
19	221 ATHENA CT	802730016
20	225 ATHENA CT	802730017
21	229 ATHENA CT	802730018
22	231 ATHENA CT	802730019
23	232 ATHENA CT	802730020
24	230 ATHENA CT	802730021
25	228 ATHENA CT	802730022
26	226 ATHENA CT	802730023
27	224 ATHENA CT	802730024
28	222 ATHENA CT	802730025
29	220 ATHENA CT	802730026
30	218 ATHENA CT	802730027
31	216 ATHENA CT	802730028
32	214 ATHENA CT	802730029
33	210 ATHENA CT	802730030
34	208 ATHENA CT	802730031
35	204 ATHENA CT	802730032
36	135 ODYSSEY DR	802730033
37	137 ODYSSEY DR	802730034
38	141 ODYSSEY DR	802730035
39	143 ODYSSEY DR	802730036
40	145 ODYSSEY DR	803310107
41	147 ODYSSEY DR	803310108

42	151 ODYSSEY DR	803310109
43	153 ODYSSEY DR	803310110
44	155 ODYSSEY DR	803310111
45	157 ODYSSEY DR	803310112
46	159 ODYSSEY DR	803310113
47	161 ODYSSEY DR	803310114
48	163 ODYSSEY DR	803310115
49	165 ODYSSEY DR	803310116
50	167 ODYSSEY DR	803310117
51	169 ODYSSEY DR	803310118
52	171 ODYSSEY DR	803310119
53	175 ODYSSEY DR	803310120
54	177 ODYSSEY DR	803310121
55	179 ODYSSEY DR	803310122
56	181 ODYSSEY DR	803310123
57	183 ODYSSEY DR	803310124
58	185 ODYSSEY DR	803310125
59	182 ODYSSEY DR	803310143
60	176 ODYSSEY DR	803310142
61	174 ODYSSEY DR	803310141
62	168 ODYSSEY DR	803310140
63	162 ODYSSEY DR	803310139
64	156 ODYSSEY DR	803310138
65	152 ODYSSEY DR	803310137
66	150 ODYSSEY DR	803310136
67	148 ODYSSEY DR	803310135
67	188 ODYSSEY DR	803310135
68	144 ODYSSEY DR	803310126
68	187 ODYSSEY DR	803310126
69	142 ODYSSEY DR	803310127
70	140 ODYSSEY DR	803310128
70	301 ORACLE RD	803310128
71	136 ODYSSEY DR	802730037
71	300 ORACLE RD	802730037
72	134 ODYSSEY DR	802730038
73	132 ODYSSEY DR	802730039
74	130 ODYSSEY DR	802730040
75	128 ODYSSEY DR	802730041
76	126 ODYSSEY DR	802730042
77	124 ODYSSEY DR	802730043
78	122 ODYSSEY DR	802730044
79	120 ODYSSEY DR	802730045
80	118 ODYSSEY DR	802730046
81	116 ODYSSEY DR	802730047
82	114 ODYSSEY DR	802730048
83	112 ODYSSEY DR	802640206
84	110 ODYSSEY DR	802640205
85	108 ODYSSEY DR	802640204
86	104 ODYSSEY DR	802640203
87	102 ODYSSEY DR	802640202
88	501 CHARIOT CT	802640201
89	503 CHARIOT CT	802640200

90	507 CHARIOT CT	802640199
91	432 ARCADIA WY	802640198
91	511 CHARTOT CT	802640198
92	430 ARCADIA WY	802640197
93	428 ARCADIA WY	802640196
94	426 ARCADIA WY	802640195
95	424 ARCADIA WY	802640194
96	422 ARCADIA WY	802640193
97	420 ARCADIA WY	802640192
98	418 ARCADIA WY	802640191
99	416 ARCADIA WY	802730049
100	414 ARCADIA WY	802730050
101	412 ARCADIA WY	802730051
102	410 ARCADIA WY	802730052
103	408 ARCADIA WY	802730053
104	406 ARCADIA WY	802730054
105	404 ARCADIA WY	802730055
106	402 ARCADIA WY	802730056
107	304 ORACLE RD	803310106
107	400 ARCADIA WY	803310106
108	308 ORACLE RD	803310105
108	401 ARCADIA WY	803310105
109	403 ARCADIA WY	802730057
110	405 ARCADIA WY	802730058
111	407 ARCADIA WY	802730059
112	409 ARCADIA WY	802730060
113	411 ARCADIA WY	802730061
114	413 ARCADIA WY	802730062
115	415 ARCADIA WY	802640190
116	417 ARCADIA WY	802640189
117	419 ARCADIA WY	802640188
118	421 ARCADIA WY	802640187
119	425 ARCADIA WY	802640186
120	429 ARCADIA WY	802640185
121	431 ARCADIA WY	802640184
121	515 CHARIOT CT	802640184
122	517 CHARIOT CT	802640183
123	332 ORACLE RD	802640182
123	519 CHARIOT CT	802640182
124	330 ORACLE RD	802640181
125	328 ORACLE RD	802640180
126	326 ORACLE RD	802640179
127	324 ORACLE RD	802640178
128	322 ORACLE RD	802640177
129	320 ORACLE RD	802640176
130	318 ORACLE RD	802640175
131	316 ORACLE RD	802730063
132	314 ORACLE RD	803310104
133	303 ORACLE RD	803310129
134	305 ORACLE RD	803310130
135	307 ORACLE RD	803310131
136	309 ORACLE RD	803310132

137	311 ORACLE RD	803310133
138	313 ORACLE RD	803310134
139	323 ORACLE RD	802640174
140	325 ORACLE RD	802640173
141	329 ORACLE RD	802640172
142	311 ORACLE RD	802640171
142	523 CHARIOT CT	802640171
143	525 CHARIOT CT	802640170
144	527 CHARIOT CT	802640169
145	529 CHARIOT CT	802640168
146	531 CHARIOT CT	802640167
147	534 CHARIOT CT	803220272
148	532 CHARIOT CT	802640166
149	530 CHARIOT CT	802640165
150	528 CHARIOT CT	802640164
151	526 CHARIOT CT	802640163
152	524 CHARIOT CT	802640162
153	522 CHARIOT CT	802640161
154	520 CHARIOT CT	802640160
155	518 CHARIOT CT	802640159
156	516 CHARIOT CT	802640158
157	514 CHARIOT CT	802640157
158	512 CHARIOT CT	802640156
159	510 CHARIOT CT	802640155
160	508 CHARIOT CT	802640154
PRIOPSP	101 ODYSSEY DR	802730065
PRIOPSP	131 ODYSSEY DR	802730064
PRIOPSP	550 HERCULES RD	802730065
PUBROW	598 HERCULES RD	802640210