

For Code of Regulations See Deed Rec F-124-32
For First Amendment See Deed Rec T-124-73

VOL F-124 PAGE 1

CLIFF HOUSE CONDOMINIUM

9066

DECLARATION

Section 1 - INTENT OF DECLARATION

Cliff House Associates, Inc., a Delaware corporation (hereinafter called "Declarant"), as equitable owner* of certain land and improvements ("the Property"), makes this Declaration with the intention of submitting the Property to the provisions of Title 25, Chapter 22 of the Delaware Code, known as the Unit Property Act, and with the further intention of establishing for the benefit both of Declarant, its successors and assigns, and of the future owners of said Property, their respective successors and assigns, certain easements and rights in, over, and upon said Property, and certain restrictions and obligations governing the proper use and maintenance thereof.

Section 2 - DESCRIPTION OF PROPERTY

The Property hereby submitted to the Unit Property Act consists of 3.31 acres of land more or less, and the seven-story (plus basement) multi-family apartment building and appurtenant improvements thereon constructed, located on the southwesterly side of Naamans Road in Brandywine Hundred, New Castle County, State of Delaware, all as more particularly bounded and described in Schedules 2.1 (Land) and 2.2 (Building and Improvements) appended hereto and incorporated herein by reference.

Section 3 - NAME OF PROPERTY

The name by which the above-described Property shall be known is CLIFF HOUSE CONDOMINIUM.

* At the time of executing this Declaration, Declarant is the prospective purchaser of the Property under a binding contract of sale, which contemplates future transfer of record title in the Property to Declarant, or to a partnership in which Declarant shall be a partner, and which shall be the assignee of Declarant's rights in and to the Property.

Section 4 - COMPOSITION OF PROPERTY

VOL. F124 PAGE 2

The Property shall consist of units and common elements as shown in a Declaration Plan prepared by Howard L. Robertson, Inc., licensed engineers and surveyors, dated the thirty-first (31st) day of January, 1983, and recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware, in Microfilm Number 6928

Section 5 - UNITS, COMMON ELEMENTS, AND PERCENTAGES OF INTEREST

The units and common elements composing the property are as defined in the Unit Property Act, and as more particularly described in Schedules 5.1 (Units) and 5.2 (Common Elements) appended hereto and incorporated herein by reference. Certain Common Elements may be limited as described in Section 7.3 of this Declaration. The proportionate undivided interest in the common elements assigned to each unit corresponds approximately to its relative size in comparison with all units, and shall be as set forth in Schedule 5.3 (Percentages) appended hereto and incorporated herein by reference.

Section 6 - REALLOCATION OF PERCENTAGE INTEREST

The proportionate undivided interest in the common elements assigned to each unit as set forth above may be altered by the recording of an amendment duly executed by all unit owners affected thereby, the preparation and recording of which shall be paid for by such owners. Such amendment must also be executed by every holder of a lien against any unit having an assigned interest in the common elements that is changed thereby.

Section 7 - RESTRICTIONS ON USE

VOL. F.124 PAGE 3

7.1 Residential Purposes Only. Each unit shall be used exclusively for residential purposes as a single family dwelling, and no unit shall be used for any business or other purpose, except that units may be utilized as model or sample units and as on-site unit sales and rental offices by Declarant, and may be sold or rented by the Declarant, any unit owner, or any unit mortgagee in possession; provided, however, that all leases shall be in writing, shall be for a minimum term of six (6) months initially as to each tenant (except that Declarant may lease any unit offered for sale on a month-to-month basis), and shall be expressly subject in all respects to the Declaration, Code of Regulations, and Rules so that failure by the lessee to comply therewith shall constitute a default under the lease. The Rules of Conduct adopted from time to time by the Condominium Council shall be given to all unit tenants and may be enforced by Council as provided in the Rules.

7.2 Prohibitions. No unit owner or occupant shall willingly commit or permit either within his unit or on or about the common elements (i) any act, conduct, condition, or material which is illegal, unsanitary, unsafe, a nuisance, or reason for increasing the rate of insurance applicable to the Property; or (ii) any noise, odor or other vibration, emanation or radiation which is so loud, penetrating or intense as to unreasonably and repeatedly disturb other unit occupants.

7.3 Limited Common Elements. No common element which (if any) has been designed for the exclusive use of, or which has been or may hereafter be specifically allocated to, any unit or group of units by the Declaration Plan or by the Condominium Council, which may (but need not) include without being limited to laundry facilities, basement areas, stairways and corridors, shall be used or entered other than with the consent of the owner or rightful occupant of such a unit. Common elements so

designed or allocated shall be known as "limited common elements", shall be permanent and irrevocable, and shall encompass and include not only the horizontal surface of the common elements so designed or allocated, but also the airspace thereabove bounded by the vertical extension of such surface; provided, however, that the airspace so encompassed and included shall terminate at the underside of any other common element, limited and/or unlimited, and at the underside of any unit, but only insofar as the physical underside of such other common element, or the extension of the horizontal plane of the unfinished floor elevation for any unit which is one or more stories above ground level, is located directly above all or any portion of the surface of the limited common element in question. The fact that a common element is limited shall not remove it from the regulatory powers or maintenance responsibilities of the Council. Use of all common elements, limited and unlimited, shall in general be subject to such reasonable rules and regulations as may from time to time be adopted and amended by the Council.

7.4 Common Element Usage. Without the prior written authorization of the Council, no common element shall be obstructed, posted, decorated, or used other than for purposes of normal ingress and egress by owners and occupants of the appurtenant units and their invitees, unless it is clearly designed and intended for some further use, such as parking or storage. No common area shall be used for parking any form of transportation other than as permitted in the Rules of Conduct.

Section 8 - NAMES OF FIRST MEMBERS OF COUNCIL

The names and addresses of the first members of the Condominium Council (sometimes herein called "the Council") who shall manage the property and project until their successors are chosen and qualified at the organizational meeting called for such purpose in accordance with the Code of Regulations, are:

Joseph R. Biden, Sr.
Post Office Box 2182
Wilmington, Delaware 19899

VOL F.124 PAGE 5

Mary Lou Sheehan
3206 Fernwood Street
Wilmington, Delaware 19806

The Condominium Council shall constitute the elected officers of an Association of Owners in which each owner of a unit shall automatically, and for so long as he holds title of record to a unit, be a member having all rights, powers, duties, and obligations of membership therein including without limitation the right to cast votes equivalent in number or weight to the percentage interests in the common elements allocated to his condominium unit or units. Wherever the Declaration or Code of Regulation refers to the Council, any duty or obligation thereby imposed, or right or power thereby accorded, shall be likewise that of the Owners' Association acting by and through the Council. Whenever the Declaration or Code of Regulations refers to the Association of Owners, any duty or obligation thereby imposed, or right or power thereby accorded, shall be dischargeable and exercisable by the Council.

Section 9 - ADDITIONAL PROVISIONS

9.1 Easement Burdens and Benefits.

(a) Each unit and all common elements are subject to a perpetual easement in gross for the purpose of inspection, maintenance, repairs and replacement, demolition following substantial destruction by fire or other calamity, and reconstruction, by the Council, its employees and agents. Entrance into any unit for inspection and for repairs under circumstances which any member of the Council in good faith regards as an emergency threatening damage to other units or the common elements, or injury to any person, may rightfully be accomplished by or under the authorization of any Council member without the necessity for a meeting or vote of Council members. If the owner of any unit so entered has elected to provide Council

with a key to such unit, the cost of repairs necessitated by any such entry shall be a common expense; otherwise, if a unit owner's election not to provide Council with such a key has resulted in a forceful entry causing damage, the cost of repairs shall be borne by the unit owner.

(b) All unit owners, occupants, and their invitees shall have a perpetual easement for the purpose of making proper and reasonable use of all the common elements subject to the aforesaid restrictions on use and to the provisions of the Code of Regulations and Rules of Conduct as the same from time to time may be in force.

(c) All units and common elements described herein and shown in the Declaration Plan shall be subject to a perpetual easement for encroachments which now or hereafter may exist by reason of the settlement or movement, or destruction and reconstruction of any part of the project, or variations between "as-built" dimensions and the dimensions shown on the Declaration Plan or set forth in this Declaration, provided such variations do not substantially affect the use or value of any unit. Such encroachments may remain undisturbed and the easement therefor shall exist so long as the encroachment exists, but no longer.

(d) All common elements shall be subject to an easement in favor of the Declarant, and/or the Council, their respective designees, or any mortgagee in possession, for the purpose of constructing, modifying, completing, leasing, and selling units and/or common elements. This easement shall include the right to file amendments to the condominium documents reflecting same as appropriate, provided such construction shall not diminish or structurally weaken any other condominium unit. No unit owner or occupant shall have any cause of action or claim for inconvenience, annoyance, constructive eviction or other loss (except direct injury to person or property)

occasioned by such construction activities, regardless of any other prohibition herein to the contrary.

(e) All units and common elements shall also be subject, at Declarant's or Council's election, to easements for the installation, use, maintenance, repair and replacement of utility lines, pipes and conduits (whether created in writing or not) in favor of other units or common elements in the Property provided only that such easements shall not permanently and materially encroach upon the net useable floor area of any unit, nor permanently harm same. All common elements shall further be subject to easements for roads, parking areas and other purposes necessary for the proper operation of the Property or any part thereof.

(f) All units and common elements shall remain and be subject to all easements, restrictions, and other matters of record or in existence affecting the Land, Building or Improvements.

9.2 Acquisition and Improvement of Property. The Council shall not, except with the consent of unit owners having in the aggregate sixty-seven percent (67%) or more of the total vote of all the unit owners, purchase, lease, or otherwise pay for any land, building, or real estate interest other than by purchase in accordance with the original and unamended provisions of the Code of Regulations governing acquisition of units. The Council may make capital improvements and acquire personal property not required in the normal course of maintenance, replacement, and repair; but no unit owner shall be assessed therefor in any one year, against his consent, an amount which exceeds ten percent (10%) of the average annual assessment for common expenses levied against his unit over the preceding five (5) years, or over such shorter time as the condominium project has existed as such. This section of the Declaration shall not be amended except by unanimous vote.

9.3 Disposition of Property or Proceeds.

(a) Except as provided by statute as in case of condemnation or substantial loss to the units and/or common elements of the condominium project (the "Property"), unless at least fifty-one percent (51%) of the first mortgagees* and sixty-seven percent (67%) of the owners (other than the sponsor, developer, or builder) of the individual condominium units (based on aggregate percentages of interest in the common elements assigned to the units so mortgaged or owned) have given their prior written approval, or unless such greater percentage of mortgagees or owners have given their prior written approval as specifically elsewhere herein required, the Condominium Council and/or Association of Owners shall not be entitled:

(i) By act or omission, to seek to abandon or terminate the condominium project;

(ii) To change the pro rata interest or obligations of any individual condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common elements;

(iii) To partition or subdivide any condominium unit;

(iv) By act or omission, to seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements of the Property shall not be deemed a transfer within the meaning of this clause); and

* The term "mortgagee", whenever used herein or in the Code of Regulations, shall mean and include any holder, insurer, or guarantor of a first mortgage against any unit in the Property.

(v) To use hazard insurance proceeds for losses to any condominium Property (whether to units or to common elements) for other than the repair, replacement or reconstruction of any portion of the Property.

(b) No condominium unit owner, or any other party, shall have priority over any rights of the first mortgagee of his condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(c) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by mortgagees which have at least fifty-one percent (51%) of the votes of units subject to such mortgages.

(d) The Association of Owners, through the Council, shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or any part thereof. Each unit owner, by acceptance and recordation of the deed to his unit, shall be thereby deemed to have irrevocably appointed the Association of Owners, by the Council, as his attorney-in-fact for such purposes. In the event of taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable in trust to the Association of Owners, by the Council, for the use and benefit of the unit owners and their mortgagees as their interests may appear.

9.4 Insurance.

(a) Fire and Hazard. The Council shall obtain and maintain a multi-peril "master" or "blanket" type policy of insurance on the entire Property (units as well

as common elements, both general and limited) including standard fixtures and building service equipment, and all other insurable improvements which are a standard part of the units or common elements (but which shall not include any alterations, betterments or improvements installed by a unit owner) and also on personal property, equipment and supplies held or acquired by the Council for the common ownership and use of the unit owners and occupants or of Council, which insurance shall provide coverage at least as broad as that afforded under a standard fire insurance policy or package providing, in either case, all risks or all perils coverage, including without being limited to extended coverage with Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and other endorsements covering debris removal, cost of demolition, vandalism, malicious mischief, wind, storm, water damage, and such other risks as shall customarily be covered with respect to Property similar in construction, location, and use. All coverage shall also or further be in the kinds and amounts customarily required by private institutional mortgage investors for other projects similar in construction, location, and use to the Property. The amount of insurance shall equal at least one hundred percent (100%) of the insurable value (based upon current replacement cost) of the real property covered, including individual units, without deduction for depreciation, and one hundred percent (100%) of the actual cash value of the personal property covered, but need not include land, foundation, excavation or other items that are usually excluded from insurance coverage. The insurance shall include an agreed value or agreed replacement cost clause if available, and have an Inflation Guard Endorsement. If a steam boiler is placed into operation on the Property, there must also be in force broad form boiler insurance (including without limitation boiler explosion coverage) providing coverage in the full insurable value of the building, evidenced by either a standard form boiler and machinery insurance policy or included as part of a package policy providing equivalent coverage. Moreover, if the Property is located in an

area which is now or in the future identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "master" or "blanket" policy of flood insurance on the Property must be maintained in an amount which equals the lesser of (i) one hundred percent (100%) of current replacement cost of all buildings and other insurable property within any portion of the condominium (inclusive of all units, common elements, and standard or common fixtures, equipment and supplies), or (ii) the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended. Such policy shall be in a form which meets the criteria set forth in the most current Guidelines on the subject issued by the Federal Insurance Administration. At least annually the Council shall redetermine values for insurance purposes and shall, if necessary, increase or decrease the coverage accordingly. Council shall have the right for this purpose to obtain construction appraisals from time to time as a common expense. Any unit owner may insure further his own unit for his own benefit, and shall in all events, give notice of such other insurance promptly to the Council, and each unit owner shall further in any event obtain public liability insurance and glass replacement insurance in minimum amounts provided from time to time by the Condominium Council.

(b) Liability. The Council shall also purchase a comprehensive general liability insurance covering all of the common elements and areas and public ways, with minimum limits of at least One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage. The coverage shall include, without being limited to, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of lawsuits related to employment contracts of the Association of Owners; and may include, to the extent appropriate, protection against water damage liability (i.e., from rain, broken water or sewer pipes, or sewage back-up), comprehensive automobile liability insurance, employees liability insurance, liability for property of

others, contractual and all written contract insurance, and such other risks as shall customarily be covered with respect to projects similar in construction, location, and use. The Council may in its discretion purchase directors and officers liability insurance, workmen's compensation insurance, machinery insurance, plate glass insurance for common areas, termite and other wood boring insect insurance, and such other insurance and bonds, in such amounts and with such endorsements and terms, as it may deem essential or appropriate to the proper protection of the Council, unit owners, and mortgagees. The supplemental coverage must include all such coverage (whether mentioned above or otherwise) in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location, and use to the Property.

(c) Fidelity. The Council shall also obtain adequate blanket fidelity coverage to protect against dishonest acts on the part of officers, directors, managers, trustees, and employees of the Council, volunteers, and all others who handle, or are responsible for handling funds of the Council or Association of Owners, or belonging to or administered by the Association of Owners. Such fidelity bonds or insurance shall name the Association of Owners as an obligee, and shall meet or exceed the following requirements:

(i) Such fidelity bonds or insurance shall be written in an amount which, in the Council's best business judgment, shall be not less than the estimated maximum of funds, including reserve funds, in the custody of the Association of Owners, the Council, or management agent, as the case may be, at any given time during the term of each bond, and shall in no event be less than a sum equal to three (3) month's aggregate assessments on all units plus the Council's or Association's reserve funds.

(ii) An appropriate endorsement to the bond or policy of insurance covering any persons who serve without compensation shall be added if the

policy would not otherwise cover volunteers, or waiving all defenses by the bond issuers based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. If an independent contractor is engaged to provide management services, such contractor shall provide certification of its own fidelity insurance meeting the above requirements.

(d) General Requirements. All policies of insurance or bonds obtained by Council as hereinabove directed shall, to the extent obtainable, be subject to the following provisions and limitations:

(i) The named insured under any such policies shall be the Association of Owners of Cliff House Condominium, for the use and benefit of the individual owners of the condominium units (designated by name if required by law). Each such policy except fidelity and liability shall, moreover, contain the standard mortgagee clause (without contribution) which must be endorsed to provide that any proceeds shall be paid to the Association of Owners of Cliff House Condominium, or any Insurance Trustee with whom the Association of Owners or Council has entered into an Insurance Trust Agreement, or any successor thereto, for the use and benefit of each unit owner and each such owner mortgagee, as their interest may appear. The mortgagee clause shall also name the Federal National Mortgage Association ("FNMA") or its servicer, if the FNMA holds one or more first mortgages on units within the Property.

(ii) All such policies shall be primary, and in no event shall the insurance coverage obtained and maintained pursuant hereto be brought into contribution with insurance purchased by the owners of the condominium units or their mortgagees.

(iii) Such policies shall provide that coverage shall not be prejudiced by (1) any act or omission of the owners of condominium units when such act or omission is not within the control of the Condominium Council or the Association of Owners, or (2) by any failure of such Council or Association to comply with any warranty

or condition with regard to any portion of the Property over which the Council or Association has no direct (or indirect) control. Such policies shall include a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a condominium unit owner because of negligent acts of the Council or Association of Owners or other unit owners or occupants.

(iv) All policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to any and all insureds named thereon, including without limitation first and second mortgagees, any Insurance Trustee, the Association of Owners, the Council, and FNMA, and each servicer on behalf of FNMA if it holds any mortgage against a unit in the condominium project. All policies shall recognize any Insurance Trust Agreement that has been entered into by the Association of Owners or Council.

(v) All such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Council, the Association of Owners, the owner of any condominium unit and/or their respective agents, employees or tenants, and of any defenses based upon existence of other insurance or upon invalidity arising from the acts or omissions of the insured.

(vi) All policies of property insurance shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the prior written approval of the Council or Association of Owners, or when in conflict with any requirement of law.

(vii) No policy shall be obtained with a carrier where (a) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against the Association of Owners, unit owners, FNMA, the

designee of FNMA, or other mortgage holders; (b) by the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, other mortgage holders, or the unit owners from collecting insurance proceeds.

(viii) The premiums on all insurance policies and bonds required herein (except fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association of Owners as a common expense.

(e) Insurance Trustee. Notwithstanding any of the foregoing provisions, there may be named as an insured, on behalf of the Association of Owners, an authorized representative of the Association of Owners, including any trustee with whom such Association of Owners may enter into any Insurance Trust Agreement or any successor to such trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. If none such is named, the Condominium Council shall have all of the rights, powers, authorization and privileges herein created or recognized on the part of the Insurance Trustee.

Each unit owner hereby appoints the Association of Owners, by the Council, or any Insurance Trustee designated by the Association of Owners, as attorney-in-fact for the purpose of purchasing and maintaining insurance as required above, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association of Owners, by the Council, or any Insurance Trustee or successor shall hold or otherwise properly dispose of any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear.

9.5 Consequences of Eminent Domain. Subject to the provisions of Section 9.3(b) above, in the event that all or any portion of the Property is threatened by exercise of the power of eminent domain or becomes the subject of condemnation proceedings, each unit owner whose unit, exclusive of his undivided interest in the common elements, is directly threatened shall have the right to demand and receive compensation for his unit, including his interest in the common elements. No unit owner whose interest in only the common elements is threatened shall have a similar right, but the Council alone with respect to such common elements shall demand and receive compensation, which shall be applied or divided in accordance with the Code of Regulations.

9.6 Liability for Negligence. Except to the extent that valid and collectible insurance coverage exists with respect to the person sought to be held liable, no unit owner or occupant, and no member, agent, or employee of the Council, shall be liable to each other or to anyone else for any condition of the common elements which he or she has not actively and intentionally caused, unless such condition is the result of gross negligence or willful misconduct. This provision shall not create a right of action on anyone who would not otherwise have such right; nor shall it limit any action brought to abate a nuisance, or to enforce an easement, restriction, or the performance of a duty created by this Declaration, the Code of Regulations, or Rules of Conduct.

9.7 Priority of Liens. Assessments against each unit for common expenses shall commence on the date when the Declarant acquires legal record title to the Property, or on the date when the Declarant records this Declaration, whichever last occurs. From the date of assessment until paid in full, all assessments, together with interest and any allowable costs of collection, including attorney fees, shall be a lien against such unit and shall be the personal obligation of the record owner of such unit. However, no delinquent assessment shall become the personal obligation of any party

later acquiring ownership of such cost for the first time (beyond that party's interest in the unit on which the assessment remains a lien) unless such obligation is expressly assumed by such party. The Council shall have those rights and remedies to enforce collection of delinquent assessments which are set forth in the Delaware Unit Property Act and in the Code of Regulations for the Property. The lien against each unit for assessment of common expenses shall have priority over all other liens except first mortgages against any unit, and except any mortgages against units owned by the Declarant, and liens which are senior to any of such mortgages regardless of priority in time; so that, with the exceptions just mentioned, the lien against each unit for assessment of common expenses shall, when reduced to judgment, have priority over all other liens, regardless of priority in time. Any first mortgagee who comes into possession of a unit pursuant to the remedies provided in the mortgage, or by deed or assignment in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrued prior to the time such mortgagee came into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgagee's unit.

9.8 Applicability of Condominium Documents. This Declaration, the Declaration Plan, the attached Code of Regulations, and the Rules of Conduct, as the same may be amended from time to time, shall run with the land and be binding upon all present or future unit owners, lessees, occupants, holders of any interest in a unit, their heirs, administrators, executors, successors, assigns, employees, agents, guests, or any other person or entity using the facilities of the Property in any manner. The term "Declarant" as used in the Declaration, Code, and Rules shall include the Declarant's respective heirs, executors, administrators, successors, and assigns; and any person or entity holding a mortgage granted by Declarant against its title to or interest in all or

any portion of the condominium shall automatically, upon foreclosure of such mortgage or upon a deed or assignment in lieu of foreclosure have all of the rights, powers, and privileges of the Declarant. Notwithstanding the foregoing, no provision herein shall give any unit lessee, tenant, occupant, invitee, trespasser or other third party upon the Property any rights or causes of action which he would not otherwise have under the express terms of his lease, contract, or at law.

9.9 Amendments.

(a) Declarant's Rights To Amend. So long as Declarant holds title to one or more units which are being offered for sale, Declarant reserves the absolute right, power and authority to change the interior design and arrangement of, or alter the boundaries between, units owned by the Declarant at any time and from time to time after this Declaration or any amendment thereto is filed; for the accomplishment of which, Declarant shall have the right to amend the Declaration, Declaration Plan and other documents so as to reflect such change, without previously or subsequently obtaining the consent, approval, signature or other action or nonaction of any unit owner, mortgagee or occupant.

(b) Unit Owner's Rights To Amend. Except with respect to matters requiring more than a sixty-seven percent (67%) majority vote, and except as otherwise expressly provided, this Declaration may be amended upon the affirmative vote of sixty-seven percent (67%) or more of the total vote of all the unit owners. The Code of Regulations may be amended as therein provided and in accordance with the Unit Property Act. A majority vote shall be sufficient, however, to amend the Declaration, Code of Regulations, and recordation of other documents as necessary to permit the creation of surface or underground easements for the benefit of adjoining communities which do not materially interfere with use and enjoyment of the unit owner's property.

(c) Council's Right to Amend. In the event that any title insurance company licensed to do business in the State of Delaware, or any federally regulated lending institution desiring to furnish a mortgage loan to a condominium unit purchaser, so requires or advises, amendments correcting or clarifying one or more of the Declaration, Declaration Plan, and Code of Regulations in order to achieve compliance with the Unit Property Act may be made by Council without the consent, signature, or other action of any unit owner except the Declarant.

(d) Power of Attorney. To implement the foregoing amendment rights, each unit owner by accepting and recording the deed to his unit irrevocably appoints the Declarant and/or members of the Condominium Council, as the case may be, as his attorney-in-fact to execute, acknowledge, deliver, and record any such amendments or other documents, with full powers of substitution, with each successive officer of Declarant or member of the Council being regarded as the valid substitute for and successor to the said attorney-in-fact.

(e) Limitations on Amendments. No material amendments to the Declaration, Declaration Plan and/or Code of Regulations shall be made without the prior written consent of eligible holders of first mortgages on units representing at least fifty-one percent (51%) of the total votes of all mortgages on mortgaged units. Eligible mortgage holders are those who have requested that the Council or Association of Owners notify them on any proposed action that requires eligible mortgage holder's consent as herein required. Furthermore, no amendment shall be made which, by design or happenstance, adversely and materially affects the value or use of one or more units without equally, insofar as practicable, affecting all others, except with the consent of all those who are more adversely affected. Without limiting the generality or scope of the foregoing:

A. The consent of the owners of units to which at least sixty-seven percent (67%) of the votes in the Association of Owners are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one percent (51%) of the votes of units subject to such mortgages, shall be required to add or amend any material provisions of the constituent documents of the Property which establish, provide form, govern or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessments liens, or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interests in the general or limited common areas, or rights to their use;
- (vi) boundaries of any unit;
- (vii) convertibility of units into common areas or vice versa;
- (viii) expansion or contraction of the Property, or the addition, annexation or withdrawal of the Property to or from the project;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (xii) a decision by the Association of Owners to establish self-management when professional management had been required previously by an eligible mortgage holder;

(xiii) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;

(xiv) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or

(xv) any provisions that expressly benefit mortgage holders, insurers or guarantors.

B. Moreover, when unit owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the Property, the eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the mortgaged units must agree.

C. No amendment shall be considered material if it is for the purpose of correcting technical errors, or for clarification only, or affects only the interior configuration of a unit owned by Declarant. Any unit owner or eligible mortgage holder who receives a written request to approve amendments which are not material, and who does not deliver or post to the requesting party a negative response with thirty (30) days, shall be conclusively deemed to have approved such request.

9.10 Construction of Declaration and Code. This Declaration and the Code of Regulations shall to the extent reasonable be deemed as consistent with and supplementary to the provisions of the Unit Property Act, as in effect on the date hereof, which provisions as presently enacted are herein incorporated by reference. Any conflicts between the Declaration and Code of Regulations shall, if not otherwise reconcilable, be resolved in favor of the Declaration. The unconstitutionality, illegality, or invalidity of any portion of the Declaration or Code of Regulations shall not affect the continuing force and effect of the remaining portions thereof. No provision in the Declaration or Code of Regulations shall be deemed invalid, waived, or abrogated by

reason of any failure to enforce the same, irrespective of the passage of time or number of violations.

9.11 Arbitration. In the event of any dispute between unit owners and/or occupants, or between Council and any unit owners and/or occupants, the dispute may be submitted to arbitration at the election of any party thereto (other than an occupant who is not a unit owner), by serving a notice on the other party or parties in accordance with the Delaware Uniform Arbitration Act; provided, however, that if the dispute involves the Declarant, the dispute shall not be submitted to arbitration unless the Declarant specifically so consents in writing, separate and apart from and in addition to this Declaration, Code of Regulations, Declaration Plan, and Rules of Conduct. Such notice shall, if served within fourteen (14) days after the party electing arbitration has received a complaint, petition, or similar notice of court proceeding in connection with the same dispute, be effective to compel the party (except the Declarant) instituting the court action to stay same, pending the completion of arbitration and the awarding of a decision thereunder, which shall be final, unappealable, and binding between the parties insofar as permitted under Delaware law. The arbitration shall be conducted under the rules of the American Arbitration Association by an arbitrator from the American Arbitration Association. The costs of any arbitration shall be borne as the arbitrator or panel may determine. However, unless the dispute is one for which the condominium documents expressly permit the recovery of attorney's fees, such costs shall not include the parties' attorneys' fees.

9.12 Effective Date. Regardless of the date on which this Declaration, and any accompanying Declaration Plan and Code of Regulations (the "Condominium Documents"), may be filed for recordation in the Office of the Recorder of Deeds in and for New Castle County, Delaware, same shall not take effect unless and until legal title to the Property is conveyed to and vested in Declarant by recorded deed or deeds. In the event that the Condominium Documents are filed for recordation prior to the conveyance

of record title of Declarant, the effective date of the Condominium Documents shall be the date on which the deed or deeds conveying the Property to Declarant are recorded; and Declarant's recordation of such deed or deeds shall constitute full confirmation, ratification and adoption hereof, with the same force and effect as if Declarant had recorded the Condominium Documents after receiving record title to the Property. For the purpose of this Section 9.12, the term "Declarant" shall mean and include any partnership in which Declarant shall be a partner, and which shall be the assignee of Declarant's rights in and to the Property.

IN WITNESS WHEREOF, CLIFF HOUSE ASSOCIATES, INC. has executed, sealed, attested, acknowledged and delivered this Declaration the 31st day of January, 1983.

WITNESS

CLIFF HOUSE ASSOCIATES, INC.

[Signature]

BY:

Paul [Signature]
PRESIDENT

ATTEST:

Joseph [Signature]
SECRETARY

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 31st day of January, 1983, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, DANIEL MCGEOWN, President of Cliff House Associates, Inc., a corporation 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, and that the signature affixed is that of the President thereto in his own proper handwriting, and the seal affixed is the common and corporate seal of said corporation, and that his attesting 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



SCHEDULE 2.1 - LAND

ALL that certain lot, piece or parcel of land with the 7-story apartment building erected or to be erected thereon, known as Cliff House Apartments, situate in Brandywine Hundred, New Castle County and State of Delaware, as the same appears in a certain Land Development Plan of record in the Office of the Recorder of Deeds in and for New Castle County and State of Delaware in Microfilm No. 1099, said lands and premises being more particularly bounded and described in accordance with a mortgage survey prepared by Van Demark & Lynch, Inc., Civil Engineers and Surveyors, Wilmington, Delaware, dated April 11, 1969 (drawing No. 10780-11987-B) as follows, to-wit:

BEGINNING at a pipe set in the Southwesterly side of Naamans Road, at 60 feet wide, said point of Beginning being the Northeasterly corner for lands of Naamans Professional Centre, Inc., as per deed recorded in the Office aforesaid in Deed Record V, Volume 74, Page 451; thence from said point of Beginning and along the said Southwesterly right of way line of Naamans Road the two following described courses and distances: (1) South 61 degrees, 52 minutes, 30 seconds East, 102.27 feet to a point; and (2) South 61 degrees, 50 minutes, 45 seconds East, 102.00 feet to a (concrete monument) point, a corner for lands of the Alfred L. duPont School District No. 7 (Lancashire Elementary School); thence thereby the two following described courses and distances: (1) South 06 degrees, 12 minutes, 25 seconds West, 54.11 feet to a (concrete monument) point; and (2) South 13 degrees, 54 minutes, 53 seconds East, 660.18 feet to a (concrete monument) point, a corner for a subdivision known as "Lancashire", as the same appears in plat of record in the Office aforesaid in Microfilm No. 801, said point being the most northerly corner of Lot 27 of said subdivision; thence along the Northeasterly line of said "Lancashire" North 61 degrees, 15 minutes, no seconds West, 301.42 feet to a point, a corner for said lands of Naamans Professional Centre, Inc.; thence the two following described courses and distances: (1) North 10 degrees, 35 minutes, 10 seconds West, 583.87 feet to a point; and (2) North 28 degrees, 07 minutes, 30 seconds East, 81.67 feet to a point on the said Southwesterly side of Naamans Road and the point and place of BEGINNING. CONTAINING within such metes and bounds, 3.31 acres of land, be the same more or less.

TOGETHER with the benefit of a certain sanitary sewer easement or right of way from Naamans Professional Centre, Inc., a corporation of the State of Delaware, in favor of the said Donald S. Gaster dated March 14, 1968 of record in the Office of the Recorder of Deeds, New Castle County, Delaware in Deed Record E, Volume 82, Page 5.

TOGETHER ALSO with the benefit of a certain storm drainage easement from Naamans Professional Centre, Inc., a corporation as aforesaid, in favor of the above described premises dated March 14, 1968, of record in the Office of the Recorder of Deeds, New Castle County, Delaware in Deed Record E, Volume 82, Page 1.

BEING the same lands and premises which Henriette C. Jones, widow, by Indenture bearing date the 23rd day of March, A.D. 1968 and recorded in the Office of the Recorder of Deeds aforesaid, in Deed Record M, Volume 81, Page 188, granted and conveyed unto Donald S. Gaster and Mary Ann Gaster, his wife, parties of the first part hereto, in fee.

CLIFF HOUSE CONDOMINIUM

SCHEDULE 2.2 - BUILDINGS AND IMPROVEMENTS

BUILDING

The Land has been improved by one (1) seven story (plus basement) multi-unit apartment building of masonry construction with precast concrete panels for floor and roof construction, containing 27 one-bedroom apartments and 69 two-bedroom apartments. The footings of the Building are of poured concrete, as is the basement floor. All other floors and ceilings are of precast concrete panel, except that the ceiling for the seventh floor is suspended. Most floor areas within apartment units are finish-surfaced with wood, sheet goods or tile; hall and lobby floors are carpeted, or, in certain portions of the lobby, covered with terrazzo. Ceilings are finish-surfaced with concrete plaster except for suspended ceilings for the seventh floor, for kitchens and bathrooms, and for portions of the lobby. Load bearing and exterior walls are masonry block with brick exterior and interior gypsum wallboard (except in stairwells and certain other enclosed common spaces). Interior partition walls are stud frame faced with gypsum wallboard which, in some instances, is further finish-surfaced with tile or tile-like material. The roof is surfaced on the exterior with rigid insulation and built-up roofing materials. Most exterior trim flashing, window and door frames, and gutters and spouts, are aluminum. Balcony floors are concrete; balcony walls are exposed aggregate panels. Exterior doors and hallway doors are metal. The Building is served by two Otis Electric Elevators; two water meters; one high pressure gas meter; three 60-gallon storage hot water heaters; a gas fired incinerator; two-zone annunciator fire alarm system with ringing bells and pull-type fire alarm stations; RCA television master antenna system; apartment/lobby intercommunicator and electric door lock control system; two gas fired boilers; a central condensing water system with roof mounted cooling tower; two roof mounted gas fired air conditioner units serving interior hallways; and a laundry room on each floor with two electric clothes washers and two gas-fired dryers in each laundry room. Moreover, each apartment contains appliances, cabinetry, and fixtures; see description of units.

IMPROVEMENTS

The Land is further improved by paved driveways and parking areas, paved walkways, and landscaping and lighting fixtures, as well as underground sanitary sewer systems, water, electrical, and gas cables, conduits and lines (title to which cables, conduits, and lines may be vested in the utility company utilizing same).

SCHEDULE 5.1 — UNITS

The units in Cliff House Condominium consist of ninety-six (96) residential apartments organized into six (6) substantially identical vertically stacked sets of horizontally adjacent one-bedroom and two-bedroom apartments (being floors two through seven, each containing ten two-bedroom and four one-bedroom units, some of which are separated from the other by halls or stairwells), and one (1) set of horizontally adjacent one-bedroom and two-bedroom apartments (being the ground or first floor, containing nine two-bedroom units and three one-bedroom units, some of which are separated by a central lobby, halls or stairwells), each of which is substantially identical to the units directly above, except for the one-bedroom unit, i.e. Unit 5-A, located immediately to the left of the front lobby. Overall dimensions may vary slightly among units of substantially identical configuration owing to minor as-built variations. Each unit has direct access either to an interior common area or to the building exterior via a balcony or terrace, which balcony or terrace forms a part of the adjoining unit, except Unit B-11, which has no balcony or terrace.

The apartment units are the largest spaces contained in the Building which are separated from every other immediately contiguous such space by a vertical wall containing no through-door, or by a common area such as a hall, lobby or stairwell. All units are each entirely enclosed (except for exterior balcony or terrace) by and between the interior unfinished surfaces of the concrete plank forming the floor, masonry block walls or stud frame walls separating the units from other units or common areas, the interior edges of the exterior wall furring strips, and the concrete plank forming the ceiling for the unit in question (or, on the seventh floor, the framing for the suspended ceiling), all as further shown on the Declaration Plan wherein each such unit is designated by a letter followed by a one or two digit number, placed in a circle. Each unit consists of all surfaces and nonstructural contents within the dimensions shown on the Declaration Plan, or within any applicable easement for unit encroachment, including without being limited to drywall, wood trim, finished flooring and floor covering, heat and air-conditioning vents, electrical outlets and switches, lighting fixtures, plumbing fixtures, and appliances. Each unit shall also include all window glass and interior sash, doors, conduits, cables, pipes, wire, utility lines, ducts, through-wall heating/air-conditioning elements, and elevated balcony deck and balcony walls, not situate within the dimensions of a given unit but connected to and exclusively serving it. Notwithstanding any indication hereinabove to the contrary, however, no unit shall include any window, door, duct, cable, conduit, pipe, wire, utility line, fixture, appliance, or equipment not exclusively serving only the unit in which it is located; nor shall any supporting beam, stud or joist, regardless of whether same be located within the dimensions of any unit, be considered a part thereof, but shall constitute a limited common element.

Equipment in each apartment unit includes through-wall heating/air-conditioning elements, gas range and oven, range hood, refrigerator, and dishwasher and bathroom exhaust fans, which equipment by virtue of being mentioned herein, and all replacements thereto, shall constitute an integral part of the unit and shall be considered as fixtures thereto.

The Declarant, or any unit owner who obtains Council's consent for making alterations as provided in the Code of Regulations, may combine adjoining units into larger dwellings, and may create different unit floor plans and room dimensions than those described above; but regardless of any such combination and resultant differences, the units so combined shall continue to retain their separate identities. In no event may any unit be subdivided, unless each subdivided portion becomes part of some undivided adjacent unit.

CLIFF HOUSE CONDOMINIUM
SCHEDULE 5.2 - COMMON ELEMENTS

The common elements of Cliff House Condominium consist of all the Land, Buildings, and Improvements as described in Schedules 2.1 and 2.2 to this Declaration or as shown on the Declaration Plan or as actually exists on the Land whether or not described and shown, except for and excluding the units described in Schedule 5.1 to the Declaration, and as further shown on the Declaration Plan. Without limiting the foregoing, the Common Elements include:

(a) The land on which the Building is located and portions of the Building which are not included in a unit;

(b) The foundations, structural parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways and entrances and exists of the Building;

(c) The yards, parking areas and driveways;

(d) Portions of the land and building used exclusively for the management, operation or maintenance of the common elements;

(e) Installations of all central services and utilities;

(f) All apparatus and installations existing for common use and all meters installed for the purpose of measuring each condominium unit's consumption of electricity, gas or water;

(g) All other elements of the Building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use; and

(h) Such facilities as are designated in the Declaration or Declaration Plan as common elements, some of which may be limited in use as follows, namely:

1. Laundry facilities and any other common facilities located on a given floor for the convenience of the owners and occupants of units on that floor shall not be used by the owners and occupants of units on any other floor, without the Council's permission.

2. Declarant and/or Council each have the right, subject to compliance with applicable fire code and other regulations, to assign exclusive storage space in the Building basement. Declarant and/or Council shall also each have the right to assign and reassign from time-to-time, on a waiting list basis, one parking space to each unit, which assignment shall last only so long as the unit owner receiving it continues to own his unit.

VOL F124 PAGE 30

In the event that any unit is held in the name of Council, or in the name of a nominee or trustee for Council, the cost of acquiring, holding, maintaining, operating, and leasing or selling such unit shall be a common expense, and the profit or gain from such unit shall be a common profit as if such unit while so held were a common element.

SCHEDULE 5.3 - PERCENTAGES OF INTEREST

The following percentages are assigned to the various units in Cliff House Condominium, representing their respective undivided interests in the Common Elements, their respective votes, and their respective liability for common expenses:

<u>Unit Number</u>	<u>Assigned Interest</u>
All units numbered 1 on Floors A, B, C	.012
All units numbered 1 on Floors D, E, F, G	.013
All units numbered 2	.008
All units numbered 3	.011
All units numbered 4	.008
All units numbered 5 (except Unit A-5)	.011
All units numbered 6	.008
All units numbered 7 on Floors A, B, C	.012
All units numbered 7 on Floors D, E, F, G	.013
All units numbered 8 on Floors A, B, C	.012
All units numbered 8 on Floors D, E, F, G	.013
All units numbered 9	.011
All units numbered 10	.010
All units numbered 11	.007
All units numbered 12	.010
All units numbered 13	.011
All units numbered 14 on Floors A, B, C	.012
All units numbered 14 on Floors D, E, F, G	.013
Unit 5 A	.008

Notwithstanding the foregoing, in the event that individual meters are installed and utilized to measure each Unit's consumption of electricity, gas, water and/or cablevision, which is delivered by a publicly regulated utility to a central meter and billed in bulk to the Condominium Council, such utility bill shall not be deemed a common expense to be apportioned in accordance with the percentages above, but shall instead be divided among the unit owners in accordance with their respective individual meter readings, to the extent permitted by law. In all other respects, the Condominium Council shall be entitled to assess and collect for each Unit's consumption of a centrally metered and submetered utility as if it was a condominium common expense.

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 E.O. 1. FUGAN, Jr. Records

CLIFF HOUSE CONDOMINIUM

FIRST AMENDMENT TO DECLARATION

193

CLIFF HOUSE ASSOCIATES, INC., a Delaware corporation, as Declarant in that certain Declaration dated January 31, 1983, and appearing of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record F, Volume 124, Page 1, establishing the Cliff House Condominium, and CLIFF HOUSE APARTMENTS CO., a Delaware partnership which holds title to Cliff House Condominium, hereby amend the said Declaration as permitted in Section 9.9 thereof, by striking Schedule 5.3 thereto as originally filed, and substituting therefor the new Schedule 5.3 appended hereto, acting jointly as Declarant.

Said Declarant further reserves unto itself the right further to amend said Schedule 5.3, including, without limitation, the right to reestablish in whole or part percentages set forth in Schedule 5.3 as originally filed; except that this right to reestablish Schedule 5.3 shall expire after the aforesaid Cliff House Apartments Co. has conveyed to third parties at least two-thirds (2/3) of the condominium units in Cliff House Condominium.

IN WITNESS WHEREOF, Cliff House Associates, Inc., as Declarant and as General Partner of Cliff House Apartments Co., has hereunto executed, sealed, acknowledged and delivered for recording this First Amendment to Declaration of Cliff House

Condominium, intending hereby for itself, its successors, assigns and grantees to be legally bound as of this 28th day of November, 1983.

WITNESS:

CLIFF HOUSE ASSOCIATES, INC.

[Signature]

By: [Signature]
President

Attest: [Signature]
Secretary

CLIFF HOUSE APARTMENTS CO.

By CLIFF HOUSE ASSOCIATES, INC.
General Partner

[Signature]

By: [Signature]
President

Attest: [Signature]
Secretary

STATE OF DELAWARE)
 : SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 28th day of November, 1983, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, DANIEL MCGEOWN, President of Cliff House Associates, Inc., a Delaware corporation, general partner of Cliff House Apartments Co., a partnership, 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 as general partner of said partnership; and the act and deed of such partnership; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of said corporation; and that his act of signing, sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation, and by said partnership.

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

[Signature]
Notary Public

SCHEDULE 5.3 - PERCENTAGES OF INTEREST

The following percentages are assigned to the various units in Cliff House Condominium, representing their respective undivided interests in the Common Elements, their respective votes, and their respective liability for common expenses:

<u>Unit Number</u>	<u>Assigned Interest</u>
All units numbered 1, 7, 8 or 14	.011875
All units numbered 2, or 6	.008382
All units numbered 3	.011270
All units numbered 4	.008682
All units numbered 5 (except Unit A-5), 9 or 13	.011226
All units numbered 10	.009730
All units numbered 11	.007684
All units numbered 12	.010488
Unit 5 A	.008021

Notwithstanding the foregoing, in the event that individual meters are installed and utilized to measure each Unit's consumption of electricity, gas, water and/or cablevision, which is delivered by a publicly regulated utility to a central meter and billed in bulk to the Condominium Council, such utility bill shall not be deemed a common expense to be apportioned in accordance with the percentages above, but shall instead be divided among the unit owners in accordance with their respective individual meter readings, to the extent permitted by law. In all other respects, the Condominium Council shall assess and collect for each Unit's consumption of a centrally metered and submetered utility as any other condominium common expense.

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CERTIFICATE OF AMENDMENT

TO

CLIFF HOUSE CONDOMINIUM DECLARATION

DOCUMENTARY
SURCHARGE
PAID \$3.00

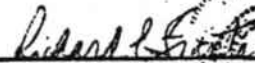
MADE THIS 26th day of October, 1988, by the CLIFF HOUSE CONDOMINIUM COUNCIL and the ASSOCIATION OF OWNERS OF CLIFF HOUSE CONDOMINIUM.

WITNESSETH, that pursuant to the provisions of Section 9.9 of the Cliff House Condominium Declaration executed on January 31, 1983, by Cliff House Associates, Inc., a Delaware Corporation, and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware, in Deed Record F, Volume 124, Page 1, following the affirmative vote of more than 67% of the total vote of all unit owners, and with the prior written consent of eligible holders of first mortgages on units representing more than 51% of the total votes of all mortgage on mortgaged units, the aforesaid Cliff House Condominium Declaration is hereby amended by the complete deletion therefrom of Section 9.11 entitled "Arbitration". Henceforth said Section 9.11 shall have no further force and effect.

In all other respects, the aforesaid Cliff House Declaration is unchanged and remains in full force and effect.

Certificate of Amendment, known personally to me to be such, and acknowledged this Certificate to be his act and deed and the act and deed of said Council and Association, that the signature of the President thereto is in his own proper handwriting, and that his act of sealing, executing, acknowledging and delivering said Certificate was duly authorized by the actions required under the Cliff House Condominium Declaration.

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


Notary Public



REC'D
RECORDED
JAN 24 1989
WILLIAM M. HONEY, Recorder

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THIRD AMENDMENT TO ENABLING DECLARATION
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR CLIFF HOUSE CONDOMINIUM

THIS AMENDMENT, made this Nineteenth day of April, A.D. 1996, by the CLIFF HOUSE CONDOMINIUM COUNCIL, for itself and on behalf of the CLIFF HOUSE ASSOCIATION OF OWNERS, organized and existing under Title 25 Chapter 22 of the Delaware Code.

WHEREAS, The Cliff House Condominium was created pursuant to the provisions of Title 25, Chapter 22 of the Delaware Code by the recordation of, inter alia, the "Cliff House Condominium Declaration," dated and recorded October 13, 1983, in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record F, Volume 124, Page 1, etc. (hereinafter called "the Declaration"); and

WHEREAS, by virtue of Section 9.9(b) of the Declaration, the Unit Owners have the right to vote to amend the Declaration; and

WHEREAS, the Amendment memorialized herein requires, pursuant to Section 9(e) A(iv), (vi) and (vii), the consent of the owners of units to which at least 67% of the votes in the Association of Owners are allocated, and the approval of eligible holders holding mortgages on units which have at least 51% of the votes of units subject to such mortgages; and

WHEREAS, Unit Owners holding a total of the votes in the Association of Owners in the amount of 67.1520% have voted in favor of this Amendment; and

WHEREAS, a total of eligible holders of mortgages in excess of 51.0% of the votes of units subject to such mortgages have approved this Amendment;

NOW THEREFORE WITNESSETH: The Declaration is hereby amended as follows:

1. Schedule 5.1 - UNITS: Delete all references to "through-wall heating/air conditioning systems;" and
2. Schedule 5.2 - COMMON ELEMENTS: At the end of subparagraph (e), delete the semicolon, and add the following wording: "including heating and cooling equipment, mounted in individual condo units, which is dependent upon a central system for hot or cool fluid to produce hot or cool air."

This Amendment shall become effective upon the recording of this document in the Office of the Recorder of Deeds in and for New Castle County, Delaware.

IN WITNESS WHEREOF, The Council of the Cliff House Condominium has caused this Third Amendment to the Cliff House Condominium Declaration, to be executed the day and year first above written.

Sealed and Delivered
in the Presence of:

CLIFF HOUSE CONDOMINIUM COUNCIL
and the CLIFF HOUSE ASSOCIATION
OF OWNERS

Bonnie J. Mawson

By: Duzenna Gibb
President

Attest: Samuel E. Mahone
Secretary

MICHAEL B. BATTAGLIA
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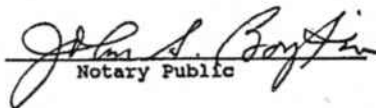
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STATE OF DELAWARE)
)SS:
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this Nineteenth day of April, A.D. 1996, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, SUZANNE GIBBS, known to me personally to be such, and acknowledged this Amendment to be her act and deed and the act and deed of said Condominium Council and Association of Owners, that the signature of the the President thereto is in her own proper handwriting and the seal affixed is the common seal of said Condominium Council, and that her act of sealing, executing, acknowledging and delivering said Amendment was duly authorized by a resolution of the Council of the Cliff House Condominium.

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


Notary Public



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Michael E. Kozikowski
New Castle Recorder MISC

Tax parcels: 06-023.00-119 C001A
through C-14G

Prepared by: Daniel R. Losco, Esquire
Return to: Losco & Marconi, P.A. 4596
P. O. Box 1677
Wilmington, DE 19899

**FOURTH AMENDMENT TO ENABLING DECLARATION
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR CLIFF HOUSE CONDOMINIUM**

THIS AMENDMENT, made this Nineteenth day of APRIL, A.D., 2005, by the CLIFF HOUSE CONDOMINIUM COUNCIL, for itself and on behalf of the CLIFF HOUSE ASSOCIATION OF OWNERS, organized and existing under Title 25 Chapter 22 of the Delaware Code.

WHEREAS, the Cliff House Condominium was created pursuant to the provisions of Title 25, Chapter 22 of the Delaware Code by the recordation of, inter alia, the "Cliff House Condominium Declaration", dated and recorded October 13, 1983, in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record F, Volume 124, Page 1, etc. (hereinafter called "the Declaration"); and

WHEREAS, by virtue of Section 9.9(b) of the Declaration, the Unit Owners have the right to vote to amend the Declaration; and

WHEREAS, the Amendment memorialized herein requires, pursuant to Section 9.9(e) A(iv), (vi) and (vii), the consent of the owners of units to which at least 67% of the votes in the Association of Owners are allocated, and the approval of eligible holders holding mortgages on units which have at least 51% of the votes of units subject to such mortgages; and

WHEREAS, Unit Owners holding a total of the votes in the Association of Owners in the amount of 90.7497% have voted in favor of this Amendment; and

WHEREAS, a total of eligible holders of mortgages in excess of 51.0% of the votes of units subject to such mortgages have approved this Amendment;

NOW, THEREFORE, WITNESSETH; The Declaration is hereby amended as follows:

1. **Schedule 5.2 - COMMON ELEMENTS:** At the end of subparagraph (e), delete the period and add the following wording: "and also including all components of the Building's central fire alarm system as well as those fixtures, equipment, features and apparatus otherwise considered a part of a unit (including without limitation smoke detectors, intercom systems and apparatus, fire rated doors and door hardware, strobe lights, emergency lighting and any electrical

wiring and connections relating thereto) which comprise an integral part of the central fire alarm system or are otherwise required to be maintained by State of Delaware Fire Marshall regulations or by any applicable laws, ordinances or regulations dealing with fire safety. Notwithstanding the foregoing, such fixtures, equipment, features and apparatus of a unit which comprise an integral part of the central fire alarm system or are otherwise required to be maintained by State of Delaware Fire Marshall regulations or by any applicable laws, ordinances or regulations dealing with fire safety shall only be considered a common element for purposes of maintaining compliance with State of Delaware Fire Marshall regulations or any other applicable laws, ordinances or regulations dealing with fire safety".

2. **Effective Date:** This Amendment shall become effective upon the recording of this document in the Office of the Recorder of Deeds in and for New Castle County, Delaware.

IN WITNESS WHEREOF, The Council of the Cliff House Condominium has caused this Fourth Amendment to the Cliff House Condominium Declaration, to be executed the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF:

CLIFF HOUSE CONDOMINIUM COUNCIL
and the CLIFF HOUSE ASSOCIATION OF
OWNERS

Kathleen W. Piatt
Witness

By: *Anthony J. Cerco* (SEAL)
Anthony Cerco, President

Attest: *Heidi Put* (SEAL)
Secretary

STATE OF DELAWARE)
) SS.
NEW CASTLE COUNTY)

BE IT REMEMBERED that on this 27th day of April, A.D., 2005, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, Anthony Cerco, President of the Cliff House Condominium Council, known to me personally to be such, and acknowledged this Amendment to be his act and deed and the act and deed of said Condominium Council and Association of Owners, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common seal of said Condominium Council, and that his act of sealing, executing, acknowledging and delivering said Amendment was duly authorized by a resolution of the Council of the Cliff House Condominium.

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

Kathleen W. Piatt
Notary Public
My Commission Expires:





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Michael E. Kozikowski
New Castle Recorder MISC

Tax parcels: 06-023.00-119 C001A
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Prepared by: Daniel R. Losco, Esquire
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Wilmington, DE 19899

**FIFTH AMENDMENT TO ENABLING DECLARATION
ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP
FOR CLIFF HOUSE CONDOMINIUM**

THIS FIFTH AMENDMENT TO ENABLING DECLARATION (this "Amendment"), made this 30th day of May, A.D., 2017, by the **CLIFF HOUSE CONDOMINIUM COUNCIL**, for itself and on behalf of the **CLIFF HOUSE ASSOCIATION OF OWNERS**, organized and existing under Title 25 Chapter 22 of the Delaware Code.

WHEREAS, the Cliff House Condominium was created pursuant to the provisions of Title 25, Chapter 22 of the Delaware Code by the recordation of, inter alia, the ACliff House Condominium Declaration@, dated and recorded October 13, 1983, in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record F, Volume 124, Page 1, etc. (hereinafter called Athe Declaration@); and

WHEREAS, by virtue of Section 9.9(b) of the Declaration, the Unit Owners have the right to vote to amend the Declaration; and

WHEREAS, the Amendment memorialized herein concerning the leasing of units requires, pursuant to Section 9.9(e) A (x), the consent of the owners of units to which at least 67% of the votes in the Association of Owners are allocated, and the approval of eligible holders holding mortgages on units which have at least 51% of the votes of units subject to such mortgages; and

WHEREAS, Unit Owners holding a total of the votes in the Association of Owners in the amount of 67. 3 % have voted in favor of this Amendment and record of such vote results are maintained in the permanent records of the Association; and

WHEREAS, a total of 51.0% or more of mortgagees who have furnished appropriate notice to the Council required by the Declaration, have approved this Amendment;

NOW, THEREFORE, WITNESSETH; The Declaration is hereby amended as follows:

FIRST: Section 7, entitled "RESTRICTIONS ON USE," is hereby amended by striking the entirety of Section 7.1, and replacing the stricken language with the following provisions:

7.1 Statement of the Uses and Restrictions as to Each Unit. All present and future owners of Units at Cliff House Condominium, by acceptance of their deeds to said Units, and all Unit occupants, by their use and occupancy of the Units they occupy, are bound by the following restrictions on the use and occupancy of their respective Units.

(a) Leasing and Rental of Units. Notwithstanding anything in this Declaration or in the Code of Regulations to the contrary, Unit Owners shall have the right to lease Units subject to the conditions and limitations hereinafter set forth and as may be elaborated further in the Rules of Conduct.

(1) *Subleasing: Non-Loan-Related Lease Assignments and Section 8 Leases Prohibited.* Subleasing of Units is prohibited and the assignment of leases of Units, other than by the Unit Owner to a mortgage lender, is prohibited. Section 8 Leases are prohibited. Any lease or assignment in violation of this Section 7.1 (a) (1) shall be void and subject to cancellation by action of the Council, and each such violation shall be subject to a violation assessment by the Council against said Unit Owner and that Unit in the sum of FIVE HUNDRED (\$500.00) DOLLARS (or such other sum as the Council shall establish in the Rules of Conduct) for each full thirty (30) day period that the violation persists, which violation assessment shall constitute a statutory lien on the Unit as provided in 25 Del. C. Section 81-316.

(2) *Limitation on Leasing and Rental of Units.* Subject to the limitations and conditions hereinafter provided, no more than 19 Units of Cliff House Condominiums shall be subject, at the same time, to a lease, a written or verbal rental agreement of any description, or to a tenancy or occupancy by persons *other than* the record owner(s) of the Unit - the "Unit Owner(s)", as that term is hereinafter qualified - and/or the parent(s), spouse, or child(ren) of the Unit Owners(s), or the spouse of a child or the spouse of a parent of the Unit Owner.

Except as expressly permitted by written decision of the Council, for purposes of this Section 7.1 (a) (2), no Unit owned by an entity, including but not limited to a corporation, limited liability company, partnership, limited partnership, trust or estate, shall be deemed to be occupied or occupiable by its owner, as ownership of an interest in an entity shall not be deemed to constitute ownership of a Unit titled in that entity. Upon the written application by an entity to the Council for a determination that the Unit it owns should be deemed to be owner-occupied because the sole reason for the entity ownership is a tax or estate planning strategy pursuant to which all of the owners of the entity, or said owner's spouse, parent(s), child, and/or the spouse of said owner's child as of the time of the application shall be the sole occupant(s) of the Unit, the Council shall consider the application and may, in its sole and absolute discretion, certify the Unit as being owner-occupied for purposes of this Section 7.1 (a) (2) for as long as the represented facts and circumstances are maintained, and

subject to such conditions as the Council may impose in its sole and absolute discretion to assure that entity ownership is not manipulated to circumvent the limitation herein established.

Units which are not owner occupied as hereinabove described, shall be referred to as "Rental Units." No Unit Owner shall enter into a Rental Agreement for a Unit or maintain a Rental Unit unless said owner's Unit has received the Council's prior written certification that it is a "Permitted Rental Unit" in compliance with these provisions; and violation of this provision shall require the Council to impose upon the Unit Owner a violation assessment in the amount of FIVE HUNDRED (\$500.00) DOLLARS (or such other sum as the Council shall establish in the Rules of Conduct) for each full thirty (30) day period that the violation persists, which violation assessment shall constitute a statutory lien on the Unit as provided in 25 *Del. C.* Section 81-316.

- (3) The following Cliff House Units are Rental Units as of May 15, 2017: A6, A9, A10, A14, B1, C2, C3, C4, C9, D2, D3, D4, D6, D9, E3, E4, E7, E8, E13, F2, F6, G6 and G13. These shall be referred to as "Existing Rental Units." The aforesaid Existing Rental Units shall be the initial Permitted Rental Units (this document representing the Council's initial certification of that status) subject to the remaining conditions set forth herein. Until such time as the number of Permitted Rental Units falls below 19 Units, and there is no waiting list of existing Unit Owners desiring to have their Units designated as Permitted Rental Units under Section 7.1 (a) (2), no Unit Owner or his/her agent shall market or sell a Unit to other than an individual or individuals who intend to own and occupy the Unit as his/her/their personal (but not necessarily principal) residence.

No owner of a Unit at Cliff House Condominium who takes title to said Unit subsequent to the recordation of the Certificate of Amendment placing these provisions of public record, shall be entitled to lease or rent that Unit or permit such Unit to be occupied by any person(s) or entity other than the Unit Owner and/or the parent(s), spouse or child of the Unit Owner, or the spouse of a child or parent of the Unit Owner, or submit his/her/their name(s) for addition to a rental waiting list unless the Unit owner has held legal title to the Unit for three (3) years.

- (4) No Unit Owner shall own, directly or indirectly, in trust, as a majority owner of an entity, or otherwise, a legal or a beneficial interest in more than three (3) Rental Units of Cliff House Condominium at the same time, provided that this restriction does not require those Unit Owners who own more than three Units on the date of recordation of the Certificate of Amendment evidencing this Amendment to divest any of its Permitted Rental Units.
- (5) Except as expressly provided to the contrary in this Section 7.1 (a), a Permitted Rental Unit shall lose its status as such when and if the legal or beneficial ownership of the Permitted Rental Unit changes, voluntarily or

involuntarily, by sale, gift, foreclosure, execution or otherwise, except for: (i) a conveyance between the Unit Owner and his/her spouse, (ii) a conveyance between the Unit Owner and his/her parent or lineal descendant and/or the spouse of such parent or lineal descendant; (iii) a conveyance between the Unit Owner and a trust where the beneficiaries are and remain solely the grantor and/or the grantor's spouse, parent or lineal descendant and/or the spouse of such parent or lineal descendant.

(6) Notwithstanding the above-recited limitations, upon the written petition of a Unit Owner stating the reasons for the owner's request, the Council shall have the power to grant temporary Permitted Rental Unit status, on such terms and conditions that the Council may impose in its sole and absolute discretion, but for no longer than two (2) years, to a Unit Owner who is forced to move from his/her Unit for a pre-determined period of more than six (6) months but no more than two (2) years for reasons outside said owner's reasonable control, such as a special job assignment or military deployment from which the Unit Owner has a reasonable expectation of returning. To facilitate its consideration of such hardship petitions, the Council may require the petitioning Owner to appear in person at a meeting of the Council and/or produce whatever verification or evidence of the hardship condition that the Council determines, in its sole and absolute discretion, to be required to act on the petitioning Owner's request. The Council shall provide the petitioning Owner with its written decision, including any conditions imposed on any granting of the petitioning Owner's request, within five (5) days after the Council's receipt of any requested verification or evidence or, if no such request was made by the Council, within fourteen (14) days after the Council meeting at which the petitioning owner's request was presented.

(7) Any Rental Agreement for a Unit which has not first been certified in writing by the Council as being a Permitted Rental Unit shall be void and subject to cancellation by Council. Any Unit Owner who enters into a Rental Agreement for a Unit which has not first been certified in writing by the Council as being a Permitted Rental Unit shall be subject to (i) a violation assessment by the Council against said Unit Owner and his Unit in the sum prescribed in Section 7.1 (a) (2), above, (or such other sum as the Council may establish in the Rules of Conduct), for each thirty (30) day period during which the Unit Owner remains in violation of these provisions -- this assessment shall *not* to be in addition to the assessment provided in Section 7 (a) (2), above -- and shall be invoiced along with the Unit Owner's monthly common expense assessment, and shall be lien on the Unit involved and collectable by the Council in the same manner as monthly condominium expense assessments, and (ii) an action at law or in equity by the Council on behalf of the Association for the cancellation of the Rental Agreement, and to enjoin that Unit Owner's continuing or future violation of the Declaration or Code of Regulations.

(b) Transient Rentals Prohibited; Written Leases Required. From the effective date of

this Amendment, all tenancies or rentals of Units shall be evidenced by a written lease containing the mandatory provisions prescribed in this Section, and having an initial term of no less than one (1) year.

- (1) Each Owner of a Permitted Rental Unit must provide the Council with a true and complete copy of the written lease, including all modifications and the mandatory Addendum referred to in Section 7.1 (c) below seven (7) business days prior to the tenant assuming occupancy, with any violation of this provision to be subject to Council's imposition of a violation assessment against the Unit Owner in the sum of TWO HUNDRED FIFTY (\$250.00) DOLLARS per month (or such other sum as the Council shall establish in the Rules of Conduct) for each month, or any portion thereof, during which the Unit Owner remains in violation of this requirement.
 - (2) Each Unit owner shall enter into no more than one (1) lease for any Permitted Rental Unit in any 12-month period without the prior written approval of the Council. In considering the application by the Owner of a Permitted Rental Unit for authorization to enter into a second Lease within a 12-month period, the Council may consider facts indicating that Lease was terminated by operation of law or without collusion, negligence or fault on the part of the Unit Owner. One purpose of this Section is to reduce the security problems which would accompany any frequent turnover of tenants at the Cliff House Condominium. Any rental or lease of a Unit in violation of this Subsection 7.1 (b), a prohibited sublease, or a lease assignment to other than a mortgage lender, shall be void and subject to cancellation by the Council. Any Unit Owner who enters into a rental transaction in violation of the terms of this Section 7.1 (b), shall be subject to: (i) an immediate violation assessment by the Council against said Unit Owner and that owner's Unit in the sum of ONE THOUSAND, FIVE HUNDRED (\$1,500.00) DOLLARS (or such other sum as the Council shall establish in the Rules of Conduct) which shall be a lien against the Unit involved and collectable by the Council in the same manner as monthly common expense assessments, the purpose of such assessment being to defray the Council's expense of enforcing these provisions, and (ii) an action at law or in equity by the Council on behalf of the Association for the cancellation of the lease or other rental transaction, and to enjoin that Unit Owner's continuing or future violation of this Declaration or the Code of Regulations.
- (c) Mandatory Lease Provisions. From the date of the recordation of the Certificate of Amendment placing this Amendment of public record, no Unit Owner or agent for any Unit Owner shall rent or lease a Unit to any tenant for any term, or renew any lease or tenancy, except pursuant to a rental agreement or lease that must include an Addendum executed by the Unit Owner and its tenant in the form set forth as Schedule 7.1 to this Declaration, which Addendum form may be amended by the Council from time to time and incorporated into the Rules of Conduct of Cliff House Condominium without further amendment of this Declaration. In the event that any Unit Owner shall fail to attach to any rental agreement the fully signed Addendum as required herein, in addition to all other remedies available to the

Council at law or in equity, for each such offense the Unit Owner who fails to cure the violation within fifteen (15) days following the sending of notice of the violation to the Unit Owner, shall be subject to a violation assessment in the amount of ONE THOUSAND, FIVE HUNDRED (\$1,500.00) DOLLARS or such other sum as may be prescribed in the Rules of Conduct of the Cliff House Condominium which violation assessment shall be a lien against the Unit involved and collectable by the Council in the same manner as regular condominium assessments. The Council may, at its discretion, make copies of this Addendum available through the Management Office and/or on any website for Cliff House Condominium.

- (d) Lease Enforcement by the Council. The Council shall send to the Unit Owner by certified mail return receipt requested, at said Unit Owner's address on record with the Council or at said Unit Owner's last known address, a photocopy of all correspondence with the Unit Owner's tenant relating to the enforcement of any Rule or any rental agreement provision against the tenant. The Council shall notify said Unit Owner in the same manner of any failure of the tenant to cure a breach of the rental agreement or lease actionable by the Council together with the Council's demand that the Unit Owner immediately commence and diligently pursue an action to secure the eviction of the tenant. The Unit Owner shall keep the Council advised in writing of actions taken by said Owner to secure the eviction of the tenant and, in the event that the Council, in its sole and absolute discretion, shall deem said actions to have been insufficient in effect or in promptness, the Council or its management agent may institute an eviction or other appropriate action against the tenant in the Council's and/or the Unit Owner's name and, the Unit Owner shall pay, when invoiced, the attorney fees and other costs reasonably incurred by or on behalf of the Council in said proceeding.
- (e) Limits on Occupancy. No one-bedroom Unit shall be occupied by more than two (2) individuals; and no two-bedroom Unit shall be occupied by more than four (4) individuals. The foregoing notwithstanding, to the extent permitted by New Castle County ordinances, occupancy of less than eight (8) days' duration by one additional person as a guest, shall not constitute a violation of this Subsection (e); and one additional occupant who is the resident's child of no more than thirty (30) months of age shall not constitute a violation of this Subsection (e).
- (f) No Waiver. Any election by the Council, the Association of Unit Owners or any Unit Owner not to enforce, or any failure to enforce, any provision of this Section 7.1 and its attendant subsections shall not be deemed to be a waiver of the Council's, the Association's or any Unit Owner's right subsequently to enforce that same or any other provision of this Section 7.1 and its attendant subsections against the same Unit Owner or tenant against whom the provision was not enforced previously, or against any other Unit Owner or tenant.
- (g) Enforcement and Costs. It is acknowledged by the Unit Owners subject to this Declaration that, in the event of a violation of the provisions of subsections (a) through (e) of this Section 7, the Council would have no adequate remedy at law, and would be entitled to injunctive relief (including mandatory injunctive relief as

appropriate) to redress the violation. The Unit Owner against whom enforcement action is taken shall remit to the Council, when invoiced, the attorney fees and other costs reasonably incurred by the Council in pursuing such enforcement, regardless of whether or not litigation is commenced or a judgment is obtained. The Council may petition to have an award of such fees and costs included in any adjudicating court's decree, and the Council shall be entitled to judgment in that sum.

SECOND: Required Addendum for Rental Units: The Declaration is hereby amended to include a new Schedule 7.1, the addendum required for Rental Units by this Amendment, which Schedule 7.1 shall be in the form attached hereto as Exhibit "A".

THIRD: Ratification: The Declaration, as previously amended, is hereby ratified and confirmed to the extent not inconsistent herewith.

FOURTH: Effective Date: This Amendment shall become effective upon the recording of this document in the Office of the Recorder of Deeds in and for New Castle County, Delaware.

