

English Village Condominium Council

P. O. BOX 363

DOVER - KENTON ROAD

DOVER, DELAWARE 19901

I hereby indicate receipt of the new Declaration Submitting
Real Property to the Unit Property Act and Code of Regulations from
the English Village Condominium Council. These documents were approved
and adopted by the Council on January 22, 1980. They supercede all
other Declarations and Codes in existence.

Unit _____

Owner _____

Signature _____ Date _____

English Village Condominium Council

P. O. BOX 363

DOVER - KENTON ROAD

DOVER, DELAWARE 19801

February 1, 1980

Dear English Village Owner:

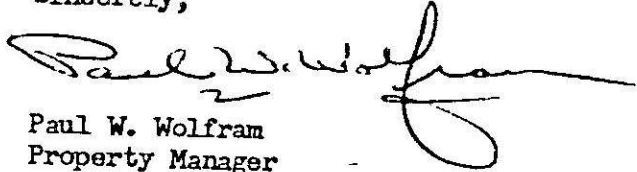
Attached is your new copy of the Declaration Submitting Real Property to the Unit Property Act and Code of Regulations of The English Village Condominium.

These were approved by the English Village Council on January 22, 1980.

They supercede all others and should be placed with your deed so that when and if you transfer your property they may go to the new owner.

Thank you for your cooperation in this matter.

Sincerely,



Paul W. Wolfram
Property Manager

THE ENGLISH VILLAGE CONDOMINIUM
DECLARATION SUBMITTING REAL PROPERTY
TO THE UNIT PROPERTY ACT

DECLARATION SUBMITTING REAL PROPERTY
TO THE UNIT PROPERTY ACT

1. Intent of Declaration. John A. Marta, of New Castle County, Delaware, individually as owner of legal title to the land herein described, and jointly with Gilpin, Van Trump & Montgomery, a Delaware corporation, as partners trading under the name of Marta & Co., a Delaware partnership having an equitable interest in the land hereinafter described, makes this Declaration with the intention of submitting certain real property located on the easterly side of Kent County Road #104, sometimes called Kenton Road, in the City of Dover, Kent County, Delaware, to the provisions of Title 25, Chapter 22 of the Delaware Code, known as the Unit Property Act.

2. Description of Property. The property so submitted consists of land, buildings and improvements as herein more particularly described:

(a) LAND - All that certain lot, piece or parcel of land, situate in the City of Dover, Kent County, State of Delaware, being more particularly bounded and described in accordance with a survey of Edward M. Richardson Associates, Inc., Civil Engineers and Surveyors, dated December 15, 1971, as follows, to-wit:

SECTION I: Beginning at a concrete monument on the Easterly side of Kenton Road (60 feet wide) said monument also a corner for lands now or late of Kent Swimming Club; thence by the same North eighty-one degrees, forty-one minutes, eight seconds East, six hundred seventeen and sixty-six one-hundredths feet (617.66') to a point, a corner for lands now or late of Edward M. Richardson and David P. Buckson; thence by the same by an arc of a circle curving to the right three hundred ninety-nine

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and seventy-four hundredths feet (399.74') (R. 2,267.28 feet) to a point, a corner for lands reserved for future use as English Village condominium Apartments, Section II; thence by the same the following three (3) courses and distances (1) South seventy-seven degrees, four minutes, thirty-seven seconds West, three hundred nineteen and ninety-one one-hundredths feet (319.91') to a point (2) North twelve degrees, fifty-five minutes, twenty-three seconds West, sixty-four and forty-three one-hundredths feet (64.43') to a point, and (3) South eighty-one degrees, forty-one minutes eight seconds West, two hundred seventy-eight and twenty-three one-hundredths feet (278.23') to a point on the Easterly side of the aforesaid Kenton Road; thence by the same by an arc of a circle curving to the left three hundred sixty-four and three one-hundredths feet (364.03') (R. 1667.28 feet) to the first mentioned point or place of BEGINNING. Containing within said metes and bounds 5.3709 plus or minus acres.

BEING the same lands and premises which David P. Buckson, Patricia M. Buckson, his wife, Edward M. Richardson, and Sybil N. Richardson, his wife, by Indenture dated the 21st day of December, A.D. 1971, and of record in the office of the Recorder of Deeds in and for Kent County, Dover, Delaware, in Deed Record N. Volume 27, page 343, did grant and convey unto John A. Marta, party hereto, in fee.

SECTION I ANNEX: Beginning at a point on the easterly side of Kenton Road (County Road #104), said point being located by the arc of a circle curving to the right having a radius of 1667.28 feet, an arc distance of 364.02 feet from the southerly side of lands now or formerly

of Kent Swimming Club; thence along the line of Section I of the English Village Condominium, the following three (3) courses and distances: (1) North 81 degrees 41 minutes 08 seconds East, a distance of 278.23 feet to a point; (2) thence South 12 degrees 55 minutes 23 seconds East, a distance of 64.43 feet to a point; (3) thence North 77 degrees 04 minutes 37 seconds East, a distance of 15.35 feet on the westerly side of Marrow Drive (at 22 feet wide); thence thereby, South 13 degrees 24 minutes 52 seconds East, a distance of 36.06 feet to a point; thence by the arc of a circle curving to the right having a radius of 348.00 feet, an arc distance of 60.96 feet to a point; thence South 86 degrees, 48 minutes 03 seconds West, a distance of 300.25 feet to a point on the aforesaid easterly side of Kenton Road (County Road #104); thence thereby, along the arc of a circle curving to the left having a radius of 1667.28 feet, the arc distance of 133.08 feet to the first mentioned point or place of Beginning. Containing within said metes and bounds 0.9757 acres more or less.

(b) BUILDINGS--Nine (9) substantially identical garden apartment buildings situate on the land, in two groups of three buildings sharing certain common walls and in the group of two buildings sharing a common wall, each of which buildings contains an entrance hall, stairs, corridors, up to twelve dwelling units, and a utility room, comprising altogether three structural stories, all of which are above ground level, and one separate building of like description. Each building is seventy-seven and one-third feet in length and fifty feet in width. Construction is of concrete block, with brick veneer and aluminum frame windows. The

roof is of two hundred thirty-five pound asphalt shingles. Interior partitions are concrete block or wood stud with half-inch drywall. Ceilings are exposed precast concrete plank, except that ceilings for dwellings on the third floor are wood stud and fire rated drywall. Floors are precast concrete plank covered with carpet or tile. Water and electricity are centrally supplied for common areas but electricity is supplied individually for apartments. Mechanical equipment includes but is not limited to controls, furnaces and air conditioning elements.

(c) IMPROVEMENTS--Walkways, landings, steps, lighting fixtures, plantings, parking areas, drives, curbs, tennis courts, storm and sanitary sewers, water, electrical and telephone lines and television cable (ownership of which is vested in the respective utility companies), all being located on the land and external to the buildings.

3. Name of Property. The name by which the above-described property henceforth shall be known as THE ENGLISH VILLAGE CONDOMINIUM.

4. Composition of Property. The property shall consist of units and common elements as shown in a Declaration Plan prepared by Edward M. Richardson Associates, Inc., Civil Engineers and Surveyors, and Donald T. Nahrgang and Associates, Inc., architect, dated the 27th day of March, and recorded in the Office for the Recording of Deeds, in and for Kent County, Delaware in Plat Book 11, page 48 et seq.

5. (a). Description of Units and Common Elements. The units and common elements composing the property are as herein more particularly described:

(i) UNITS--Ninety nine (99) spaces organized into nine substantially identical sets of twelve such spaces so that each set, to the exclusion of all the others, occupies a separate building in which four spaces are located on the ground floor, four are located on the second floor, and four are located on the third floor; except where a three bedroom unit occupies two spaces; being (1) largest such spaces (disregarding their subdivision into smaller component spaces by interior wood-stud partitions) to be separated from each other on a horizontal plane within a given building either by a concrete block supporting wall (which may or may not permit passage between the two spaces so as to combine them into one dwelling) or by an intervening space which on a vertical plane divides the building and directly connects the front and rear entrances to the building; and being (2) entirely enclosed by and between the exterior and interior walls, floors, and ceilings of the building measured from the sides of the concrete block, wood studs, or unfinished concrete slab facing on and fronting the enclosed space which is the unit, as further shown on the Declaration Plan within each such space (disregarding its subdivision into smaller component spaces by interior wood-stud partitions) comprising a unit is designated by a three or four digit number; which units consist of all surfaces and contents within such dimensions, including but not limited to non-supporting partition walls, wallboard, trim, flooring, electrical outlets, controls and switches, lighting fixtures, plumbing fixtures, vents, hot water heater, heating and air condition elements, and appliances, and including also any doors and windows not contained within such dimensions but exclusively servicing the same; excluding, however, any and all pipes, ducts, cables,

wires, conduits, or utility lines, if any, situate within such dimensions, which do not serve exclusively the space within those dimensions. Each unit contains a kitchen with carpeted floor, self-cleaning oven, range, range fan hood, dishwasher, disposal, stainless steel sink, refrigerator and freezer unit, washer, and wall cabinets, and one or more bathrooms with ceramic tile floor, ceramic tile wainscot walls above tub, enameled bathrubs and vitreous china toilet, vanity and medicine chest; and dryer.

(ii) COMMON ELEMENTS--All the land, buildings and improvements described in Section 2 of Declaration as further shown on the Declaration Plan, except for and excluding the units described in the preceding subsection of this Section as further shown on the Declaration Plan; but including any unit or interest therein standing in the Council's name for and during the period of time that it is held by the Council.

5. (b) Percentage of Common Elements Assigned to Units.

(i) The proportionate undivided interest in the common elements assigned to each unit is as follows, expressed in terms of percentage per unit:

<u>UNIT DESIGNATION</u>	<u>PERCENTAGE INTEREST</u>
ATRAM HALL	
A-1	.807
A-2	.897
A-3	.969
A-4	.969
A-5	.897
A-6	.897
A-7	.996
A-8	.996
A-9	1.893
A-10	1.893

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UNIT DESIGNATION

PERCENTAGE INTEREST

BERWYN HALL

B-1	.807
B-2	1.866
B-3	.969
B-5	.897
B-6	.897
B-7	.996
B-8	.996
B-9	.897
B-10	.897
B-11	.996
B-12	.996

CHASE HALL

C-1	.807
C-2	.897
C-3	.969
C-4	.969
C-5	1.893
C-6	1.893
C-9	.897
C-10	1.893
C-11	.996

DOVER HALL

D-1	.807
D-2	.897
D-3	.969
D-4	.969
D-5	.897
D-6	.897
D-7	.996
D-8	.996
D-9	.897
D-10	.897
D-11	.996
D-12	.996

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UNIT DESIGNATION

PERCENTAGE INTEREST

ESSEX HALL

E-1	.807
E-2	1.866
E-3	.969
E-5	.897
E-6	.897
E-7	.996
E-8	.996
E-9	.897
E-10	.897
E-11	.996
E-12	.996

FOX HALL

F-1	.807
F-2	.897
F-3	.969
F-4	.969
F-5	.897
F-6	.897
F-7	.996
F-8	.996
F-9	.897
F-10	.897
F-11	.996
F-12	.996

GRAND HALL

G-1	.807
G-2	.897
G-3	.969
G-4	.969
G-5	.897
G-6	.897
G-7	.996
G-8	.996
G-9	.897
G-10	.897
G-11	.996
G-12	.996

HARLECH HALL

H-1	.807
H-2	1.794
H-3	.969
H-4	.969
H-5	.897
H-7	.996
H-8	.996
H-9	.897

UNIT DESIGNATIONPERCENTAGE INTEREST

HARLECH HALL

H-10	.897
H-11	.996
H-12	.996

IVY HALL

I-1	1.204
I-2	.942
I-3	.942
I-4	.942
I-5	.942
I-6	1.068
I-7	1.068
I-8	.942
I-9	.942
I-10	1.068
I-11	1.068

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 hereby.

7. Restrictions on Use. Each unit of the property shall be used exclusively for residential purposes as a single family dwelling. No unit shall be used for any other business purpose, or rented for any period of less than one year. No one bedroom unit shall be occupied by more than two persons; no two bedroom unit shall be occupied by more than 4 persons; no three bedroom unit shall be occupied by more than six persons; but any unit may for the purpose of accommodating guests be occupied temporarily but not for a primary place of residence and for no more than 60 days by more than the designated number of persons, and any unit may

may be occupied by a unit owner and his or her family whose number is caused to exceed the foregoing limitation by the birth of an additional child or children, but the increased occupancy shall not extend beyond twenty-four (24) months after the first such birth.

No unit owner or occupant shall willingly commit or permit either within his unit or on or about the common elements any act, conduct, condition or material which is illegal, immoral, unsanitary, a nuisance, reason for increasing the rates of insurance applicable to the project, or so loud as to unreasonably and repeatedly disturb other unit occupants.

No common element which has a balcony or other space directly accessible only by or through a given unit, and no storage area, terrace, patio, or other commonly accessible portion of the common elements which has been designed for the exclusive use of, or which has been specifically allocated to, any unit by the Declaration Plan or Council shall be used or entered other than with the consent of the unit owner. Use of balconies, patios, and other common elements shall be general be subject to such reasonable rules and regulations as may from time to time be passed by the Council.

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 and storage areas, and no common area shall be used for parking of any mobile home, house

trailer, camping trailer, boat or boat trailer, or other kind of trailer, self-propelled camper, truck, taxicab, or any other special purpose vehicle, excepting only ordinary passenger automobiles, and moving vans or delivery trucks while making deliveries to or taking materials from the condominium project.

8. (a) Restrictions on Transfer of Unit. The Council shall have an assignable right of first refusal with respect to the transfer, lease, or other conveyance of any unit or interest therein, except by devise, operation of the laws of intestacy, sale or gift to a unit owner's spouse, children, grandchildren, parents, brothers or sisters, grant of a first mortgage to an institutional lender, Court decree, judicial or Sheriff's sale, or transfer between a unit owner and his wholly-owned corporation; provided, however, that the shares of stock in any such corporation shall be subject to these same restrictions on transfer, so long as the corporation owns the unit. Exercise of such right shall be determined by vote of the unit owners. If ninety percent (90%) or more of the votes of all the unit owners is cast in favor of acquiring the unit or interest, then the Council shall make the acquisition in its name and the cost thereof shall be financed by the Council according to the Code of Regulations. Otherwise, the Council shall not make the acquisition; but it shall upon timely receipt of a written request assign its right of first refusal to any unit owner or owners first making such request. This restriction shall not apply to any unit standing in the name of the Council for and during the period of time that it is held by the Council; nor shall it apply to any unit leased and managed by the Council for a unit owner.

8. (b) Acquisition and Improvement of Property. The Council shall not, except with the unanimous consent of the unit owners, purchase, lease, or otherwise pay for any land, building, or real estate interest other than by exercise of right of first refusal as provided in paragraph 8(a) hereof, or 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 fifteen per cent (15%) of the average annual assessment for common expenses levied against his unit over the preceding five years.

8. (c) Easement Burdens and Benefits. Each unit and all common elements are subject to a perpetual easement in gross for the purpose of inspection, maintenance, repairs, and replacement, demolition and reconstruction by the Council, its employees and agents.

All unit owners, occupants and their invitees shall have a perpetual easement for the purpose of ingress and egress to and over, and for the purpose of otherwise properly using, all the common elements subject to the aforesaid restrictions on use and to the provision of the Code of Regulations and Rules of Council as the same may from time to time be in force.

All units and common elements described herein and shown in the Declaration Plan shall be subject to a perpetual easement for encroach-

ments 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.

8. (d) Insurance. The Council shall, to the extent, obtainable, obtain and maintain insurance on all buildings and insurable improvements of the project and also on personal property held or acquired by the Council for the common ownership and use of the unit owners and occupants, which insurance shall provide coverage at least as broad as that afforded under a standard fire insurance policy with extended coverage and with vandalism and malicious mischief endorsements attached, and the insurer's right of subrogation against the Council, its employees, and the unit owners shall be waived. The amount of insurance shall equal at least eighty per cent (80%) of the full replacement value of the real property covered, without deduction for depreciation, and at least eighty per cent (80%) of the actual cash value of the personal property covered. At intervals of not greater than one year the Council shall redetermine values for insurance purposes and shall if necessary increase or decrease the coverage accordingly. The premium for such insurance shall constitute a common expense. Any unit owner may insure further his own unit, the contents thereof, including carpeting, furniture, appliances and other furnishings and decorations within the units, and

any other insurable exposure, for his own benefit.

The original insurance policy shall be held by an institutional trustee selected by the Council and satisfactory to a majority of institutional first mortgagees. The policy shall be endorsed from time to time to reflect the various mortgagees' interests, and shall provide that it may not be cancelled or substantially modified without at least 10 (10) days written notice to all institutional first mortgagees of units. Insurance proceeds shall be payable to the trustee in trust for the Council, unit owners, and mortgagees as their interests may appear. Such proceeds shall be distributed by the trustees in accordance with the terms and conditions of the Code of Regulations and the mortgage instruments involved, subject to the laws of the State of Delaware.

The Council shall also purchase public liability insurance covering the Council and unit owners as to common elements, with minimum limits of \$1,000,000/\$3,000,000 bodily injury liability and \$100,000 property damage liability. The Council may in its discretion purchase workman's compensation insurance, machinery insurance, plate glass insurance, water damage insurance, termite insurance, and such other insurance and bonds as it may deem essential to the proper protection of the Council, unit owners and mortgagees.

8. (e). Consequences of Eminent Domain. In the event that all or any portion of the condominium project is threatened by exercise of the power of eminent domain or becomes the subject of condemnation proceedings, each 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 for his unit, including his interest in the common elements, which shall be applied or divided in accordance with the Code of Regulations.

8. (f). 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 has not actively and intentionally caused, unless such condition is the result of gross negligence or wilful misconduct. This provision shall not create a right of action in anyone who would not otherwise have such right; not 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 Rule of Council.

8. (g). Priority of Liens. The lien against each unit for assessment or common expenses shall have priority over all other liens except first mortgages held by institutional lenders, regardless of priority in time.

8. (h) Applicability of Declaration, Plan, and Code. This Declaration, the Declaration Plan, and the attached Code of Regulations, 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, 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 project in any manner.

8. (i). Amendment of Declaration, Plan, and Code. Notwithstanding any provision hereinbefore to the contrary, unit owners shall have the absolute right, power, and authority to amend this Declaration, the Declaration Plan, and Code of Regulations.

Subject to the preceding provisions of this Declaration, no amendment to this Declaration, or to the Declaration Plan, or to the Code of Regulations or any Rules of Conduct, shall be made which, by design or happenstance, adversely affects the value or use of one or more units, without equally affecting, insofar as practicable, all others, except with the consent of those affected. Otherwise, subject to the preceding provisions of this paragraph, any part of this Declaration not expressly protected against amendment may be amended upon the affirmative vote of seventy-five percent (75%) or more of the total unit owner vote entitled to be cast, except that no provision requiring a vote of more than seventy-five percent (75%) shall be amended by any lesser vote. The Code of Regulations may be amended as therein provided and in accordance with the Unit Property Act.

8. (j). Construction of Declaration and Code. This Declaration and the Code of Regulations shall to the extent reasonable be deemed as supplementing rather than limiting the provisions of the Unit Property Act. Any conflicts between the Declaration and Code of Regulations shall, if not otherwise reconcilable, be resolved in favor of the

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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.

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STATEMENT OF VERIFICATION OF REVISED
DECLARATION OR CODE OF REGULATIONS OF
THE ENGLISH VILLAGE CONDOMINIUMS,
DOVER, DELAWARE

This revision the the Code of Regulations, is identical to that approved by English Village Council as required by the previous Declaration and/or Code, and shall henceforth govern the operations of the English Village Condominiums until such time this document is revised in accordance with applicable provisions of this Declaration and/or Code of Regulations. The undersigned members of the English Village Condominium Council, duly elected as such by the owners, hereby attest to the foregoing statement.

Arthur N. Daniels
President

James F. Rayfield
Treasurer

Eric S. Marsh
Secretary

Arnold O. Henderson
Member

Leslie T. Higgins
Member