

(Part of) Tax Parcel No.: 11-046.00-028
This Instrument Prepared by and to be
Returned to: Richard P. Beck, Esquire
Morris, James, Hitchens & Williams
222 Delaware Avenue, P. O. Box 2306
Wilmington, Delaware 19899

BRENNAN ESTATES

DECLARATION OF RESTRICTIONS

By this Declaration dated October 14, 1996, BLENHEIM BRENNAN, L.L.C., a Delaware limited liability company ("Declarant"), as holder of record title to Lots 106 through and including 342 (the "Lots") and all streets, drainage areas, and open spaces appurtenant thereto as shown on the final approved Record Subdivision Plan of Brennan Estates recorded in the Office of the Recorder of Deeds for New Castle County, Delaware, in Microfilm No. 12612 (the "Plan"), hereby covenants and declares for itself and its successors, assigns, grantees and all subsequent Lot Owners ("Owners"), legal or equitable, that Declarant does and henceforth shall stand seized of such Lots and appurtenant streets, drainage areas and open spaces of Brennan Estates as outlined on that portion of the Plan appended hereto as Exhibit A (which Lots, streets, drainage areas and open spaces as outlined on Exhibit A are collectively hereinafter called the "Community" and comprise the property regulated by this Declaration) under and subject to the following reservations, restrictions, covenants, easements and limitations:

I. BUILDING AND USE RESTRICTIONS

1.01. Residential Uses. The Lots, except as hereinafter provided, shall be used for private residential purposes only and shall be restricted to single family occupancy; provided, however, that a Lot Owner's or resident tenant's conduct of business activities within any home

on the Lot by telephone, data processing, word processing or similar business that conforms with applicable zoning and is unnoticeable from outside the residence shall not violate this restriction.

1.02. Dwelling Houses. No buildings of any kind shall be erected or maintained on the Lots except private dwelling houses, together with an attached private garage for the exclusive use of the owner or occupant of the Lot upon which such garage is erected.

1.03. Plans and Specifications. All buildings shall be constructed in accordance with plans and specifications as designed and prepared from time to time for the Community by Declarant's registered architect or designated designer, or as subsequently modified by or with Declarant's prior written approval (which approval may be withheld). Notwithstanding the foregoing, however, Declarant reserves the right (but shall be under no obligation) in its discretion to construct or to allow the construction of any home which has been custom designed or adapted for the Community by the Lot owner's Delaware registered architect, if such design or adaptation has been approved by Declarant's registered architect or designated designer, which approval may be withheld if in his or her professional opinion it is not sufficiently compatible with Declarant's design concept for the Community.

1.04. Exterior Changes. Except as provided in Section 3.04 below, all improved structures shall be maintained in their original configuration and outward appearance including without limitation the color of all surfaces exposed to outside view, and the type of trim, shutters, downspouts, gutters, windows, doors, siding and roofing materials.

1.05. Outbuildings, Pools and Antennas. No unattached outbuilding, no above ground pool, and no outside antenna, aerial, or disk for television or radio or other reception

or transmission, except a television disk not more than 24 inches in diameter which has been approved pursuant to Section 3.04 hereof, shall be placed, installed or permitted on any Lot.

1.06. Landscape and Fences. No fences, walls, hedges, bulk landscaping, landscaping screens (in contrast with isolated trees or shrubbery) or other barriers shall be constructed or planted forward of the front of the house on any Lot, unless installed by Declarant. No enclosing or non-enclosing fence, bulk planting or other barrier (hereinafter "fence") shall be erected on any Lot except post and rail, or split rail, wood constructed fences with three (3) horizontal rails not exceeding four (4) feet in height. Such fences may be used to support wire mesh. In all events, no fences shall be constructed or maintained upon the Lots until plans for same have been approved pursuant to Section 3.04. In the event any fences are erected on any Lots without the Owner of said Lot first having obtained the necessary approval pursuant to Section 3.04, the Declarant or the Corporation shall have the right, but not the obligation, to enter upon any such Lot on which a fence has been erected, in violation of the aforementioned procedure, and physically removing such offending fence, and such Lot Owner shall be responsible for all costs incurred by the Declarant or the Corporation in the removal of said offending fence. If a court order or other legal action for the removal of the offending fence is required, the subject Lot Owner shall be responsible for all legal costs and expenses incurred by the Declarant or the Corporation in the prosecution and/or defense of said legal action.

1.07. Grades and Elevations. Except as otherwise provided in Section 3.04 below, no material change in the elevation, grade or surface composition of any Lot as properly established by Declarant when each home thereon is constructed shall be made. No change shall

be made which adversely affects surface water drainage to or from any other Lot or open space.

1.08. Vehicles. The presence in the Community of travel trailers, mobile homes, motor homes, boats, vans, trucks and other recreational, commercial or special purpose vehicles, equipment or items, except for the temporary purpose of loading, unloading, construction or rendering services (not including work performed on such vehicle, boat, or equipment, etc.), or except for light trucks or vans used by the homeowner in his or her vocation, is prohibited unless such vehicles, equipment or items are kept completely garaged.

1.09. Parking. Vehicles shall not be parked except upon the paved portion of streets to either side of and where on-street parking is permitted, or within other paved parking areas (if any) and/or driveways as established by the Declarant from time to time. No portion of any Lot shall be gravelled or paved for any purpose, parking or otherwise, without the prior written consent of Declarant, or approval of the Architectural Review Committee pursuant to Section 3.04 below.

1.10. Animals. No livestock, and no pets except dogs and small domestic cats, shall be brought or kept upon any Lot or any street or open space in the Community. The number, kind and management of pets shall be as set forth in the Community Guidelines, a copy of which in their initial form is appended hereto as Exhibit B.

1.11. Clothes Lines. No permanent outside clothes lines or clothes line posts are permitted. Portable outside clothes lines approved by Declarant, its successors or his assigns, will be permissible, provided same are used and clothes are hung out during daylight hours only.

1.12. Sports Equipment. No trampoline shall be placed or used on any Lot. No basketball backboard shall be affixed to any dwelling or part thereof. All sport equipment shall be subject to regulation or prohibition from time to time by the Guidelines and amendments thereof.

1.13. Nuisances. No offensive, dangerous or unlawful substance, activity or condition shall be brought, conducted or permitted on the Lots or elsewhere in the Community.

II. EASEMENTS AND RIGHTS OF WAY

2.01. Lot Line Easements. Easements and rights-of-way are hereby reserved over, under and along the side and rear boundary lines of each Lot, being twelve (12) feet in width centered on such boundary lines so that the outmost six (6) feet of each Lot along its side yard and rear yard boundary lines shall be subject to such reserved easements and rights-of-way. Easements and rights-of-way shown or noted on the aforesaid Plan, or otherwise created during the construction and development of the Community, are also reserved and shall not be limited to or by the foregoing.

2.02. Purposes. The purpose of such easements and rights-of-way shall be for:

(a) The construction and maintenance of storm water drainage and management systems as required by New Castle County or otherwise installed or authorized by Declarant;

(b) The construction and maintenance of public or private sanitary sewer lines as required by New Castle County or otherwise installed or authorized by Declarant; and

(c) The construction, installation and maintenance of utility lines, pipes, conduits and cables for electricity, telephone, television, water, gas, fuel oil, and for any other

public or quasi-public utility or function serving the Lots and conducted, furnished or maintained by any method on, in, below or above the surface of the ground as installed or authorized by Declarant.

The creation of easements for the above listed purposes shall not obligate Declarant to install all or any of the improvements for such purposes.

2.03. Limitations. No Lot Owner, utility, public agency or other party shall make use of the easements herein created without the express, separate written consent of Declarant. All parties rightfully using such easements may from time-to-time and at any time enter upon said above-reserved easements and rights-of-way, for any of the purposes for which same have been reserved, and as necessary may remove or trim without replacement any growing or other thing thereon. During the time that any work is rightfully being performed within any easement or right-of-way area, the party performing such work shall also have a temporary easement to either side of the easement area for purposes of conveniently performing the work in question, without harm to structures or plantings. Disturbed earth shall promptly be graded and seeded, and all debris shall be completely removed, by the party performing the work.

2.04. Non-Interference. The Owner and occupants of the Lots shall at all times maintain and occupy their Lots so as not to interfere unreasonably, in the good faith opinion of Declarant, with the purposes for which said easements and rights-of-way have been created and are used. All conveyances of Lots by Declarant or others shall be subject to the said easements and rights-of-way without necessity of any further reservation being mentioned therein.

2.05. Construction Activities. All Lot Owners, occupants and other interested persons shall at all times permit the Declarant and/or its successors, assignees, agents and designees the right to go upon any and all Lot or Lots, streets and open spaces to accomplish and to complete construction, grading or landscaping and perform maintenance or make repairs in accordance with the approved plans or as required by New Castle County or the State of Delaware, or any department or agency thereof.

III. ADMINISTRATION AND ASSESSMENTS

3.01. Binding Obligations. Each purchaser of a Lot, by the acceptance of delivery of the deed thereto, obligates and binds himself, his heirs, personal legal representatives and assigns, including his successors in interest in said Lot, (i) to become and be a member of the Brennan Estates Homeowners Maintenance Corporation, a Delaware nonprofit, non-stock maintenance corporation (the "Corporation"); (ii) to be bound by all of its actions and assessments as provided herein and in a Maintenance Declaration of Drew VIII, Ltd., dated October 12, 1995, (iii) to be bound by the Corporation's rules, regulations and resolutions as hereinafter authorized; and (iv) abide by all other matters of record, including recorded plans, agreements, easements and restrictions.

3.02. Service Corporation Duties. The Corporation shall have the duty to arrange for, and to provide, the following:

- (a) Proper grass cutting, pruning and maintenance clearing of open spaces, if any;
- (b) Collection and payment of street lights or other common electric charges or taxes (if any) not separately or directly billed to Lot Owners;

(c) Procuring and payment of liability insurance, if obtainable at reasonable rates in the Corporation's judgment;

(d) Maintenance (including but not limited to grass cutting, pruning and maintenance clearing) and repair of storm water management areas and facilities, and all appurtenant components or attributes thereof, except insofar as they in whole or in part are dedicated to and accepted for maintenance by any County or State department or agency;

(e) Removal of snow from the streets within twenty-four (24) hours after snowfall has ceased if the accumulation exceeds three (3) inches, or such lesser accumulation as the Corporation may decide to have removed; and

(f) Such other matters, responsibilities and activities as are herein elsewhere contemplated or required, or are authorized or directed in the Corporation's Certificate of Incorporation, as same may be amended from time to time.

3.03. Entrance and Street Improvements, Signage, Lighting and Landscaping.

(a) The Corporation shall maintain and repair, as necessary or advisable, all improvements, signs, lighting and landscaping at the entrances for Brennan Estates, upon or within any open space and, upon or within those portions of the street rights-of-way which do not serve as frontage for one or more residential lots. The Corporation shall keep all such improvements, lights, signs, lawns, landscaped areas, and plant material in a neat, trim and tidy condition, replacing as necessary from time to time any sod, shrubs or trees that die or are damaged; light bulbs that are burnt out or damaged, broken light globes, and any other damaged fixtures or materials. The Corporation's obligations shall not be diminished by the fact that such improvements, signage, lighting, landscaping or other items are within or upon lands dedicated

to the State of Delaware for street or highway purposes including, but not limited to, the entrance along Route 896, and the right-of-way for Brennan Boulevard.

(b) Each Lot Owner or occupant of a home in the Community shall, by receiving a deed thereto or by taking occupancy thereof, be deemed to have acknowledged and agreed that:

(i) the improvements and signs at the main entrance to Brennan Estates from Route 896 are located upon lands which were deeded to the Delaware Department of Transportation ("DelDOT") as part of the subdivision approval process for the community for the possible future road construction, and the street lights and landscaping along Brennan Boulevard are within the street right-of-way which has been dedicated to DelDOT;

(ii) DelDOT shall not have any responsibility to maintain, repair, replace, remove or relocate any of the improvements, signs, lights or landscaping at the entrances to Brennan Estates, including any of these items which may have to be relocated or removed by reason of any road construction performed by DelDOT or to maintain, cut, trim, repair, replace, remove or relocate any street lights or landscaping along Brennan Boulevard;

(c) Procuring and payment of liability insurance, if obtainable at reasonable rates in the Corporation's judgment;

(d) Maintenance (including but not limited to grass cutting, pruning and maintenance clearing) and repair of storm water management areas and facilities, and all appurtenant components or attributes thereof, except insofar as they in whole or in part are dedicated to and accepted for maintenance by any County or State department or agency;

(e) Removal of snow from the streets within twenty-four (24) hours after snowfall has ceased if the accumulation exceeds three (3) inches, or such lesser accumulation as the Corporation may decide to have removed; and

(f) Such other matters, responsibilities and activities as are herein elsewhere contemplated or required, or are authorized or directed in the Corporation's Certificate of Incorporation, as same may be amended from time to time.

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(b) Each Lot Owner or occupant of a home in the Community shall, by receiving a deed thereto or by taking occupancy thereof, be deemed to have acknowledged and agreed that:

(i) the improvements and signs at the main entrance to Brennan Estates from Route 896 are located upon lands which were deeded to the Delaware Department of Transportation ("DelDOT") as part of the subdivision approval process for the community for the possible future road construction, and the street lights and landscaping along Brennan Boulevard are within the street right-of-way which has been dedicated to DelDOT;

(ii) DelDOT shall not have any responsibility to maintain, repair, replace, remove or relocate any of the improvements, signs, lights or landscaping at the entrances to Brennan Estates, including any of these items which may have to be relocated or removed by reason of any road construction performed by DelDOT or to maintain, cut, trim, repair, replace, remove or relocate any street lights or landscaping along Brennan Boulevard;

(iii) the responsibility for such maintenance, repair, replacement, removal, cutting, relocation and/or trimming shall be and remain solely with the Corporation. Each Owner of a Lot in Brennan Estates shall be deemed to have agreed that the Corporation may, upon majority vote of the Owners of Lots in Brennan Estates, and with the consent of Declarant if Declarant is then the Owner of any such Lot, levy a special assessment against the Owners for the cost to repair, replace, remove and/or relocate any improvements, lights, signs and landscaping affected by future road construction, or otherwise located within any entrance right-of-way or within any street right-of-way where such street does not serve as frontage for one or more residential lots; in which event, each Owner shall be liable for and shall pay his or her share of such assessment; and

(iv) no unauthorized structures (including mailboxes, rocks, basketball hoops, plantings and trees) shall be placed by any Lot Owner within any street right-of-way. Each Lot Owner shall, however, be responsible for cutting and maintaining any lawn areas and any paving between the boundary lines of his Lot, and the adjacent street paving.

3.04. Architectural Review Committee. At such time as Declarant no longer holds title to any Lots in the Community, or earlier if Declarant expressly so consents in writing, the Corporation may establish an Architectural Review Committee for the purpose of

establishing and administering written Architectural Guidelines, with the advice as necessary from time to time of a licensed architect, rendered with a view towards maintaining the architectural integrity and harmony of the Community. Such Guidelines as in effect from time to time shall be subject to and shall require approval of the Corporation's Board of Directors. Exceptions to Sections 1.04, 1.05, 1.06, 1.07 and 1.09 of this Declaration may be allowed by the Committee in accordance with such Architectural Guidelines, upon written application to and written permission from the Architectural Review Committee. Each person making such application, and all other Lot Owners affected thereby, shall accept and be bound by the good faith decision of the Architectural Review Committee in granting or denying such application, or in qualifying and limiting any permission granted; provided, however, that if the Committee's decision has been made without consulting an independent licensed architect or goes against his or her recommendation, then the applicant or the Owner of an adjoining lot aggrieved by the Committee's decision shall have the right, which must be exercised within thirty (30) days after the Committee's decision was announced, to require that the matter be reviewed by an independent Delaware licensed architect hired by the Committee, at the aggrieved person's expense, to review the matter and to give his professional opinion thereon, which shall be followed by the Committee.

3.05. Reliance on Architectural Control. Each Lot Owner, in accepting a deed to his or her Lot, is thereby deemed to have acknowledged and agreed that he or she, and every other Lot Owner, has acquired a Lot in the Community in reliance on the initial architectural control of Declarant and its registered architect or designated designer, and that no Lot Owner has a right to construct any improvements upon his or her Lot except in accordance with plans and specifications furnished or approved in writing by Declarant and Declarant's architect or

designer. All homes constructed by Declarant shall be deemed so approved. Declarant shall have the discretion but not the obligation to permit (i) modifications from previously approved plans and specifications, or (ii) construction of improvements based upon other plans and specifications if, but only if, same are approved by Declarant's architect or designer. The exercise of such discretion shall not be deemed to invalidate the force or effect of the general prohibition. Moreover, each Lot Owner shall further be deemed to have acknowledged and agreed that the Architectural Guidelines subsequently formulated to permit exceptions to the limitations as contemplated in Sections 1.04, 1.05, 1.06, 1.07 and 1.09 of this Declaration, shall have the same force and effect, as amended from time-to-time, as if they had been appended hereto and made a part hereof from the outset. If any court or other adjudicating authority shall determine that the right of the Declarant or the Architectural Committee in its discretion to permit exceptions, or the exercise of such discretion in a way that disapproves or renders such right or exercise invalid, such determination shall not invalidate the restrictions but shall affect only the manner in which such discretion may be or has been exercised.

3.06. Community Guidelines. The Board of Directors of the Corporation shall be authorized, by majority vote, to promulgate and to enforce by legal or equitable means, Community Guidelines governing details of the appearance, use, maintenance and care of the Lots, homes, streets, open spaces, drainage areas and other improvements. Initial Community Guidelines shall, until otherwise duly changed, be as shown on Exhibit B appended hereto.

3.07. Tenants and Leases. In the event that any dwelling is leased or rented to any third party by its Owner, such Owner shall promptly furnish a copy of the lease to the Corporation, and shall promptly furnish a copy of this Declaration and the Community Guidelines to the tenant. If, during such tenancy, the dwelling is not being maintained to the

highest standards elsewhere evident in the Community, or if this Declaration or the Community Guidelines are being violated by the tenant, the Corporation shall have the right to so notify the tenant and the Owner in writing, by certified mail, return receipt requested, sent to their last known address. Thereafter, unless such lack of maintenance or tenant's violation has been rectified within fourteen (14) days and does not re-occur for at least ninety (90) days, the Corporation may, at the Owner's expense, accomplish such maintenance as it deems reasonably necessary to preserve the Community's highest standards of appearance and care, and/or terminate the lease and evict the tenant, as applicable. Each Owner shall be deemed to have irrevocably appointed the Corporation as such Owner's attorney-in-fact, coupled with an interest, for this purpose. Any violation of this Declaration or the rules and regulations shall be deemed a breach of the lease and shall entitle the Corporation, as agent and attorney-in-fact for the Owner, to proceed accordingly against the tenant.

3.08. Limitations on Liability. Neither the Corporation nor any of its Directors, officers and members shall have liability to any Lot Owner, tenant, occupant, invitee or other person for any failure to perform any duty herein created, or for any negligent performance, nor shall the Corporation or its Directors, officers or members have any liability for failure to enforce this Declaration, or for any other alleged negligent act or omission.

IV. IN GENERAL

4.01. Declarant's General Rights to Amend. Notwithstanding any other provision in this Declaration to the contrary, Declarant hereby expressly reserves the right at any time and from time-to-time, without the consent of any other person so long as Declarant holds title to at least twenty-five percent (25%) of the Lots in the Community, or otherwise with the consent of the record Owners of fifty percent (50%) or more of the Lots in the Community

(which may include the Declarant): (i) to waive, extinguish or reduce the requirements of all or any of the foregoing declarations, covenants, restrictions, conditions, agreements and/or provisions; provided, however, that any such waiver, extinguishment or reduction shall be applicable either to all the Lots in the Community, or to all the Lots in any designated section thereof and shall not modify or change the requirement that residential Lots in the Community be used only for residential purposes; (ii) to resubdivide the Community so as to change the size, number, configuration and/or location of the lots, streets, open spaces and/or common facilities; provided, however, that such resubdivision shall not change the size, shape or location of any Lot to which Declarant no longer holds record title, nor deprive any such Lot of access, drainage or utility services; nor increase the total aggregate number of lots in Brennan Estates beyond the currently applicable limit of 862. No Lot Owner shall seek to oppose or interfere with any such amendment or resubdivision, nor shall the holder of any contract to purchase a Lot or home in Brennan Estates (including, without limitation, the Community) have the right to contend that any such amendment or resubdivision violates, or is prohibited or limited by, the terms of such contract.

4.02. Declarant's Specific Rights to Amend. Notwithstanding any other provision in this Declaration to the contrary, Declarant further hereby expressly reserves the right at any time and from time to time, without the consent of any Lot Owner whose property is located in the area outlined on Exhibit A hereto (i.e., within the Community as initially defined by said Exhibit A, hereinafter sometimes called "Section One" of Brennan Estates) to amend this Declaration with respect to any Lots or other portions of Brennan Estates which have been submitted to the terms of this Declaration as permitted in Article V ("Expansion") hereof. Such reserved right to amend includes, without being limited to, withdrawing any such additional

sections from some or all of the provisions of this Declaration, and/or resubdivide any Lots to which Declarant holds title so as to change their size, number (within the presently applicable limit of 862 lots), configuration and/or location. No Lot Owner shall seek to oppose or interfere with any such amendment or resubdivision, nor shall the holder of any contract to purchase a Lot or home in Brennan Estates have the right to contend that any such amendment or resubdivision violates, or is prohibited or limited by, the terms of such contract.

4.03. Declarant's Rights to Waive or Exclude. Notwithstanding the foregoing provision or any other provision herein to the contrary, Declarant reserves the right to waive or modify any requirement as to any individual Lots necessary to avoid hardship resulting from unintentional noncompliance with this Declaration, provided the Board of Adjustment for New Castle County shall have granted a variance for such noncompliance if same also violates the applicable Zoning Code. Declarant also reserves the right to exclude any street or common area or facility from further regulation hereunder, if and to the extent same in whole or in part are dedicated to and accepted by any County or State department or agency.

4.04. Real Covenants. This Declaration of Restrictions shall be regarded as consisting of real covenants running with and binding upon the Lots in the Community as defined on the first page of this Declaration or any subsequent amendment hereto, and only with and upon, the aforesaid enumerated and identified Lots in the Community and such other streets and portions of the Community within or upon Brennan Estates as Declarant may have expressly submitted to this Declaration. It shall not be binding upon or effective with respect to any Lots or portions of Brennan Estates which have not been or which no longer remain submitted to this Declaration by Declarant. The term "Lot" or variants thereof shall, whenever used in this Declaration, mean only such Lot or Lots as are specifically submitted to this Declaration by

number, and shall not mean all Lots in Brennan Estates (unless all have been submitted by number through additional amendments hereto and to Exhibit A). Similarly, the term "Community" shall mean only such portion or portions of Brennan Estates or adjoining lands as have been specifically submitted to this Declaration. Except as otherwise specifically provided herein, the terms and provisions hereof shall be binding upon Declarant, its heirs, personal legal representatives, assigns and grantees (while it or they hold title to any such Lot) until the last day of December in the twentieth (20th) year from the year in which this Declaration has been executed, counting the year in which such execution occurred as the first year. Thereafter, this Declaration shall automatically continue in full and likewise binding force and effect for successive ten (10) year periods, unless and until at least two (2) years before the last day of December in the twentieth year from execution hereof, or unless and until at least two (2) years before the expiration of any subsequent ten (10) year period, the Owners of sixty percent (60%) or more of the Lots shall (with the written consent of their respective mortgagees) execute and acknowledge a declaration or declarations releasing, at the end of such twenty (20) year or subsequent ten (10) year period or periods, all or any part of the land affected hereby from all or any of the provisions herein contained, and shall record such declaration or declarations in the aforesaid Office where this Declaration lies of record.

4.05. Interpretation. This Declaration shall be construed to effectuate its purposes under and in accordance with the laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no way effect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of Declarant as the author hereof. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require. No portion of this

Declaration shall be deemed waived, abandoned, or modified by course of conduct or failure to enforce the terms hereof. Whenever the prior written consent, approval or other action by Declarant, the Corporation or any other party is required, such consent, approval or action may be withheld in the sole discretion of the party from whom is it sought.

4.06. Assignment of Rights. Declarant shall have the right, power and authority at any time and from time-to-time, without notice to, action by, or consent of any other Lot Owner or Lot Owners or other persons or entities, to assign all or any part of its rights, powers, privileges and authorities hereunder to the Corporation and/or to any other party or parties by written document specifically reciting the intent so to assign which shall be executed and acknowledged by such other party or parties, and recorded in the aforesaid Office where this Declaration lies recorded. In no event shall Declarant's conveyance of any Lot be deemed to constitute any such assignment, but such assignment must be by a separate instrument to be effective. The term "Declarant" shall also mean and include, whenever appropriate, any company, firm, person or any other entity performing development or construction work to or on any Lot or in the Community at the direction of, or pursuant to contract with, the Declarant if Declarant determines that the benefit of this Declaration should extend to such company, firm, person or entity. Said determination by Declarant may be made before or after the fact, but must be confirmed in writing. Without limiting the foregoing, Declarant hereby assigns (which assignment may at any time be revoked by Declarant's recordation of an instrument of revocation in the Office of the Recorder of Deed in and for New Castle County) all of Declarant's further rights and powers hereunder to Blenheim Homes, L.P., a Delaware limited partnership, or such other entity as Declarant may designate from time to time in writing (either or both of which are herein sometimes called "Builder"), and Declarant shall have absolutely

no liability or obligation to any Lot owner or other person or entity for (i) any act or omission of Builder in exercising or failing to exercise its assigned rights and powers hereunder, or (ii) any act or omission of Declarant in making, enforcing or failing to enforce this Declaration or the assignment to Builder.

4.07. Exceptions for Declarant. Notwithstanding any other provision in this Declaration to the contrary, no restriction, limitation, covenant or other provision in this Declaration or in the attached Guidelines, or promulgated pursuant hereto, shall be so applied, construed or enforced as to interfere with the construction and sale of homes in the Community by Declarant. Without limiting the foregoing, the presence of construction vehicles, materials, equipment, trailers, portable toilets and temporary sheds, the existence of noise, dust, dirt and other inconveniences of construction, the pursuit of construction and sales activities utilizing on-site sales offices and signs, and the showing for sale and/or temporary rental of homes, shall not be deemed violative of this Declaration.

4.08. Equitable Enforcement. Each Lot Owner, by accepting a deed to his or her Lot, and each occupant of any Lot or dwelling thereon, is thereby deemed to have agreed that breach of this Declaration (other than by Declarant for construction purposes as permitted above) will result in irreparable harm to the other Lot Owners, may be enjoined, that specific performance hereof may be awarded, and that any Lot Owner (other than Declarant and Builder) found to have breached this Declaration may be held liable for attorney's fees and court costs incurred in its enforcement. Each Lot Owner further empowers the Corporation, as agent for all Lot Owners, to bring any action to enforce this Declaration.

V. EXPANSION

Declarant reserves the right at any time and from time to time (but shall have no obligation) to expand the Community to include (i) other sections or portions of Brennan Estates as shown on the Plan, and (ii) to include additional adjoining or nearby lands, whether or not shown on the Plan; provided that the Community as expanded (if ever) shall consist solely of sections or portions of Brennan Estates as shown on the Plan, and/or contiguous parcels of land (whether or not shown on the Plan) adjoining one or more portions of Brennan Estates as same presently exists or is hereinafter expanded, although not every parcel need be contiguous with each other parcel. Each such expansion shall be accomplished by recordation of an amendment to this Declaration which identifies the additional Lots, sections or parcels of land being added, and which may show same by adding an additional Exhibit to this Declaration. In the event of any such expansion, all references herein to Lots, Lot Owners, and common facilities, streets and spaces shall include the Lots, Lot Owners, common facilities and so on of the sections and/or parcels added to and included as part of the Community, and all Lot Owners in the sections or parcels so added shall be members of Brennan Estates Homeowners Maintenance Corporation as hereinabove provided. Declarant further reserves the right, in the event of any expansion, to allocate maintenance responsibilities and expenses in the event that any common area or facility serves less than all of the Lots.

The right of expansion hereby reserved shall not require that any Lots, sections or parcels of land added to the Community be submitted to each and every term of this Declaration; rather, any such added Lots, sections or parcels may be exempted from certain provisions herein, or may be submitted and subjected to all or portions of this Declaration upon certain special terms or conditions applicable only to such Lots, sections or parcels, as Declarant

deems appropriate taking into account the nature of such Lots, sections or parcels, their usage and other circumstances at the time. Each Lot Owner shall be deemed to understand and agree that this Declaration is not necessarily intended to establish a uniform plan of restrictions applicable to Brennan Estates in its entirety, and that the restrictions imposed upon and applicable to the Community as initially defined hereby, may differ from the plan of restrictions applicable to other Lots, sections and parcels later added to the Community.

IN WITNESS WHEREOF, the Declarant has executed this Instrument the day and year first above written.

WITNESS:

BLENHEIM BRENNAN, L.L.C.

Dana A. Matter

By: Jay N. Sonecha
Authorized Member

STATE OF DELAWARE

)

: SS.

NEW CASTLE COUNTY

)

BE IT REMEMBERED, that on this 14th day of October, 1996, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, JAY N. SONECHA, Authorized Member of BLENHEIM BRENNAN, L.L.C., a Delaware limited liability company, party to this Indenture, personally known to me as such, and acknowledged this Indenture to be his act and deed and the act and deed of said limited liability company.

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

Dana A. Matter
Notary Public

NOTARY PUBLIC
JAY N. SONECHA
EXPIRES 12/31/99

BRENNAN ESTATES
 Lots 106 through 342 and
 Appurtenant Streets and
 Common Areas

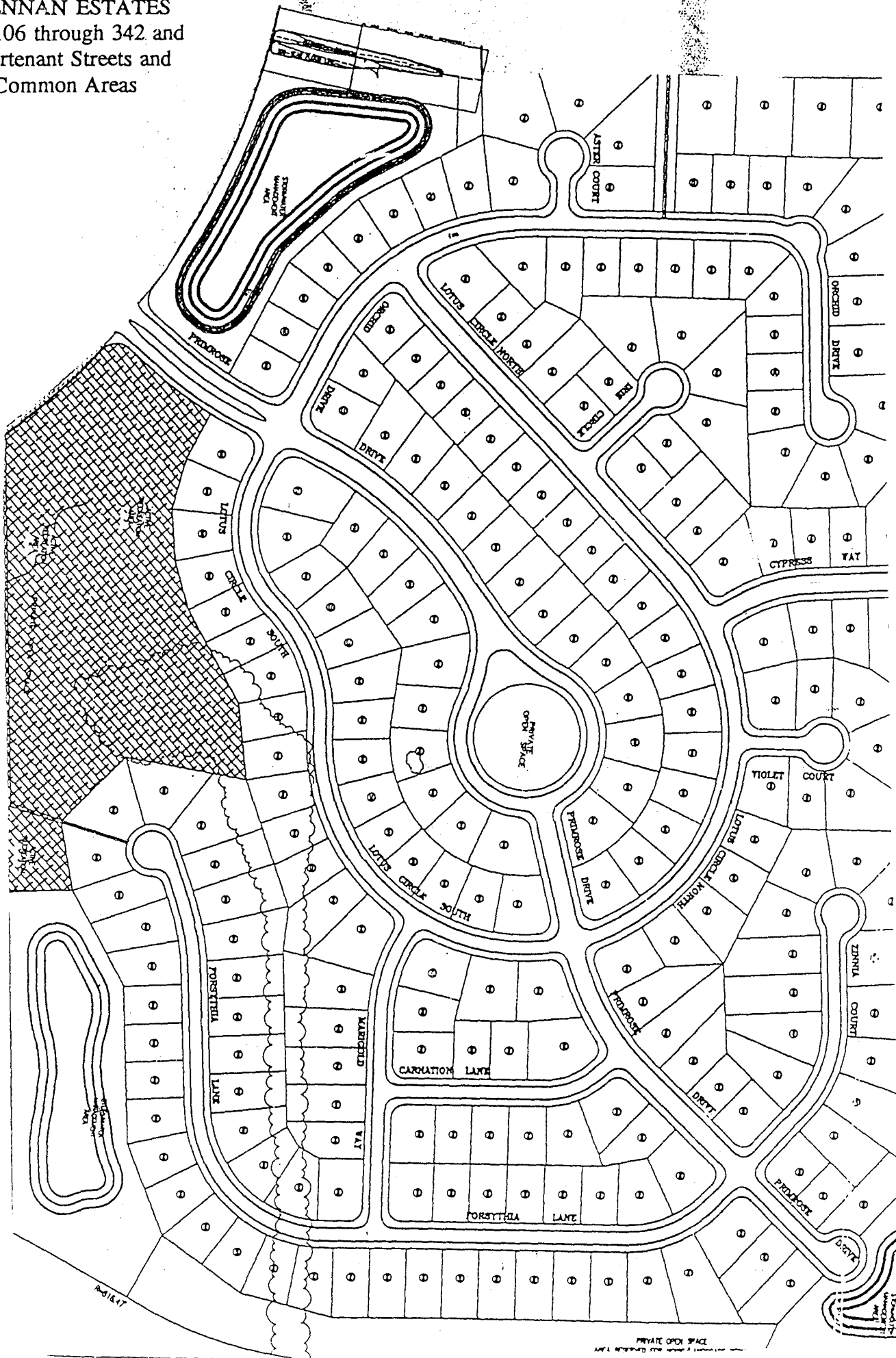


EXHIBIT B
COMMUNITY GUIDELINES
FOR
BRENNAN ESTATES

To promote harmony among neighbors and to enhance the value and enjoyment of homes in BRENNAN ESTATES (referred to below as the "Community"), all Lot Owners and occupants shall abide by the following Community Guidelines:

1. Vehicles

(a) Motorcycles, motor scooters, trail bikes, all terrain vehicles, ATV's, go-karts, snow mobiles and similar recreational vehicles should not be operated in the Community; except that licensed motorcycles or motorbikes quietly operated by licensed drivers may be driven to and from a particular dwelling being occupied or visited by the driver.

(b) Vehicles should travel along the streets at a speed not exceeding twenty-five (25) miles per hour unless otherwise posted. All vehicles operated upon the streets should be used so as to avoid unnecessary noise and danger to others.

(c) Vehicles should not park, stop or stand in a way which impedes or prevents ready access to and from any other vehicle or driveway. No inoperable or unlicensed vehicle should be parked outside of any garage for more than forty-eight (48) hours. Vehicles should not be parked upon any unpaved area or any paved areas not created for vehicle parking.

(d) Brennan Estates Homeowners Maintenance Corporation (the "Corporation") has the right to cause any vehicle not conforming with these regulations to be moved or towed away, as necessary, at the offending Owner's or operator's expense, and without liability for damage caused to the moved or towed vehicle.

2. Open Spaces, Common Facilities and Streets

(a) The Corporation's maintenance responsibilities for open spaces, unless expanded by vote of the Lot Owners, will be confined to cutting of grass, maintenance of landscaping signage and entrance features, and maintenance of drainage systems and playground equipment (if any). Lot Owners and occupants should not undertake open space maintenance without the Corporation's written approval.

(b) No masonry or other mailboxes not acceptable to DelDOT, basketball backboards or street hockey goals, structures, toys, play or sporting equipment, rocks, shrubs,

trees or other items shall be erected, placed or permitted in any right-of-way, or upon any common area.

(c) No lawn chairs, tables, barbecues, game equipment, toys or other such items should be placed upon or within the open spaces, street rights-of-way and common facilities only at such times and places as the Corporation may from time to time prescribe; and should be removed from the open spaces when not in use.

(d) No fires should be caused or permitted upon the open spaces, streets or common facilities except pursuant to the Corporation's prior written permission, and in accordance with the Corporation's instructions.

(e) No refuse whatsoever, including leaves and cuttings, should be placed upon the open spaces, common facilities or streets.

3. Homes

(a) Owners and occupants should not cause or permit any sign to be displayed, or any rug, laundry, aerial, fan, air-conditioner, wire or other object to hang or protrude, from any roof, wall, window or door; except the foregoing does not prohibit the display of customary holiday decorations or the American flag, customary "for sale" or "for rent" signs, subject to such specific limitations on type, manner of display, and duration as the Corporation may from time to time determine and publish in writing.

(b) All screens, screening, storm windows and storm doors not installed by the Community's Developer or Builder and visible from the streets are subject to the Corporation's prior written approval as to appearance, design, materials, and manner of installation.

(c) No exterior shades, awnings, or window guards visible from the streets should be used except with the Corporation's written approval.

(d) Shutters and window grids (muntins and mullions) installed by the Developer should not be removed for extended periods from any window that is visible from the streets.

(e) Bicycles, toys (including sporting equipment such as but not limited to basketball hoops and street hockey nets), garbage cans, tires, tools, ladders, barbecues and other ancillary or recreational items should not be stored or left outside of the front of any dwelling.

(f) Television, radio and other electrical devices subject to volume control should not be played above moderate levels if any home Owner or occupant objects. However, this does not prohibit occasional large parties or celebrations planned and conducted in

accordance with written procedures (if any) established and circulated from time to time by the Corporation, which may include an advance notice or registration requirement.

(g) Garbage, trash and other refuse should be kept in tight, enclosed containers stored out-of-sight except for collection and removal purposes. Such containers should not remain outside for collection and removal purposes longer than twelve (12) consecutive hours.

(h) All lawns, shrubs and trees should be regularly mowed, raked and trimmed so as to maintain a neat and cared for appearance.

4. Pets

All dogs, cats and other permissible pets should be confined inside if they otherwise make noise reasonably annoying to neighboring residents. No more than four (4) ambulatory pets (not including more than two dogs unless approved in writing by the Declarant) should be kept on or in any Lot or residence. Pets should run only upon their Owner's Lots or upon open spaces where specifically designated by the Corporation, and only if leashed or under their Owner's firm control. Residents should promptly clean up any solid wastes from their pets.

5. Developer's and Builder's Exemptions

To the extent reasonably necessary or convenient for completion of construction of the Community and all dwellings therein, the Developer and Builder of the Community and dwellings therein, i.e., Blenheim Brennan, L.L.C., Blenheim Homes, L.P. and Brennan Homes, L.L.C., and their respective successors, agents, subcontractors and assigns (other than grantees of Lots) shall not, as to dwellings or site improvements under construction, unsold dwellings or Lots which remain unsold and are offered for sale, or with respect to construction vehicles and materials, be bound to observe the foregoing Guidelines.

6. Enforcement

The Corporation shall have the right to enforce these Guidelines against any Owner or occupant (other than the Community Developer, Builder and their agents and employees) violating them, and may at the expense of the Owner of any dwelling occupied by a tenant who has violated any of these rules, terminate occupancy of the dwelling by such person and all others with him, and change the locks to the dwelling to enforce such termination, all in accordance with the requirements of the Delaware Landlord-Tenant Code.