

CANNONSHIRE MAINTENANCE ASSOCIATION



Welcome to Cannonshire

Our 2007-2008 Cannonshire Board Members:

*John Carter, President
61 General Maxwell
Phone: 738-9718*

*Carol Tokarski, Vice-President
57 General Maxwell
Phone: 454-7658*

*Alison Novak, Secretary
32 Cannon Run
Phone: 738-4181*

*Bob Haupt, Treasurer
63 Long Rifle Court
Phone: 737-1742*

*Adrian Soyer, Board Member
19 Cannon Run
Phone: 738-8579*

*Wayne White, Board Member
67 Long Rifle Court*

Architectural Review Co- Chair
Mike McBride *Bob Novak*
34 Cannon Run 32 Cannon Run
266-9736 738-4181

Welcome to the community of Cannonshire . We are pleased you have selected Cannonshire as a desirable place to live and raise your family. We are confident that you will find our community a beautiful and friendly place. As I am sure you have noticed as you walk or drive through our community, residents take great pride in their properties.

The purpose of the Maintenance Association is to maintain compliance with By-laws and Deed restrictions, collect the annual dues assessment, organize and arrange for snow removal, maintain the entrance sign, maintenance of common grounds and to help organize community events. The Maintenance Association is also responsible for planning the Quarterly meetings. Our State and County Representatives are all invited and encouraged to attend. This allows us to make them aware of issues that are relevant to our community. In addition, we provide Quarterly newsletters to keep residents informed of community happenings.

Attached you will find various documents pertaining to the Community that may be of interest . If you have any questions please contact any one of the Board members listed.

Please contact a Board member if you are interested in volunteering to serve on any of our committees. Once again, welcome to the community.

Sincerely,

John Carter

President CMA



**CANNONSHIRE
MAINTENANCE
ASSOCIATION**

BY - LAWS
OF
CANNONSHIRE
MAINTENANCE ASSOCIATION

ARTICLE I - OFFICES

Section 1. The registered office shall be in New Castle County, Delaware.

ARTICLE II
QUALIFICATION FOR MEMBERSHIP

Section 1. Every owner of a home located in the community of Cannonshire, Newark, Pencader Hundred, New Castle County, Delaware shall be a member of the Association. The owner(s) of each home shall be entitled to only one membership regardless of the number of persons who have an ownership interest in the home.

Section 2. To remain a member in good standing entitled to vote and participate in all of the activities of the members of the Association, the owner(s) must pay the dues established by the Board of Directors.

Section 3. Dues are payable within 30 days of assessment. Failure to pay dues will result in a loss of voting and participatory privileges.

ARTICLE III - MEETINGS OF MEMBERS

Section 1. Annual meetings of the members, starting with 1991, shall be held on the second Wednesday in October.

If the designated day is a legal holiday, then an alternate date will be established by the Board of Directors and so stated in a meeting notice given to the members.

Section 2. The annual meeting may be held at any location specified by the Board of Directors provided that consideration is given to the convenience of members.

Section 3. Written notice of this annual meeting, stating the place, date, and time, shall be given to each member at least 10 but no more than 30 days before the meeting date.

Section 4. A listing of members showing name, address and membership status shall be compiled by the Board of Directors and updated 30 days before the annual meeting of the members. This list will determine who is entitled to notice of the annual meeting. The membership list shall be available at the annual meeting for examination by any member.

Section 5. The Board of Directors shall be elected, by written majority vote, at the annual meeting. Annual dues will be levied by the Board of Directors at the annual meeting. Other appropriate business may also be conducted at that meeting.

Section 6. Special meetings of the membership may be called either by:

- Written request of a majority of the Board of Directors, or
- Written request by at least ten members.

Such requests shall state the purpose(s) of such proposed meeting.

Section 7. Written notice of special meetings, stating the place, date, and time and the purpose shall be given to each member.

Section 8. Business transacted at any special meeting of the members shall be limited to the purposes stated in the meeting notice.

Section 9. The number of members present, in person, or represented by proxy, shall constitute a quorum at all meetings of the members.

Section 10. When a quorum is present at any meeting, the vote of a majority of the members present, in person or represented by proxy, shall decide any question brought before the meeting.

Section 11. Each member at every meeting of the membership shall be entitled to one vote in person or by proxy for each member. Proxy shall be valid for specified meeting only.

ARTICLE IV - DIRECTORS

Section 1. The Board of Directors shall consist of a minimum of three (3) and a maximum of nine (9) members in good standing. The number shall be determined by a vote of the members at the annual meeting. The initial Board shall consist of seven (7) Directors.

Section 2. If the number of Directors is reduced by the resignation or removal of a director, then the board shall continue to operate with the reduced number, until that number drops below three (3) at which time a special meeting of members will be held to elect replacement Directors or the annual meeting for the election of directors is held; whichever comes first.

Section 3. The business of the Association shall be managed by its Board of Directors unless these by-laws specifically require that activity be performed by the members.

Section 4. A director may resign at any time by giving notice, in writing, to the Board of Directors. This resignation shall be effective upon receipt unless otherwise stated in writing. The acceptance of a resignation shall not be necessary to make it effective.

Section 5. A director or directors may be removed by the affirmative vote of a majority of all the members present at a special meeting of members called for that purpose.

Meetings of the Board of Directors

Section 6. The Board of Directors of the Association may hold meetings, both regular and special, at any location provided that consideration is given to the convenience of the directors and the members.

Section 7. The first meeting of each newly elected Board of Directors shall be held within 30 days after the annual meeting of the members.

Section 8. Regular meetings of the Board of Directors shall be held at least once each quarter for the purpose of conducting and reviewing the business of the Association.

The first hour, or such time as is necessary, of each quarterly meeting shall be open to the members to discuss/resolve/address any issues raised by the day to day activities of the community.

A notice of the quarterly meeting, stating the place, date and time shall be given to each member, at least 10, but no more than 30 days before the meeting date.

Section 9. Special meetings of the Board of Directors may be called by any two (2) directors on three (3) days notice to each director, either personally, or by mail.

Section 10. At all meetings of the Board of Directors, either regular or special, a majority of directors in office shall constitute a quorum for the transaction of business unless otherwise specifically stated in these by-laws. If a quorum is not present, the meeting shall be adjourned and a new meeting scheduled.

Section 11. A meeting of the Board of Directors need not be held if all directors agree in writing to those actions or resolutions which would have been the topic of that meeting. Such written consent shall be filed in the minutes of the Board of Directors.

Committees of Directors

Section 12. The Board of Directors may elect to establish one or more committees. These committees may be composed of either directors, members or both.

Section 13. Each committee appointed by the Board of Directors shall keep regular minutes of its meetings and report the same to the Board of Directors.

ARTICLE V - NOTICES

Section 1. Whenever notification is required to be given to a director or member, it shall be made by mail or hand delivered to the address shown in the records of the Association.

ARTICLE VI - INDEMNIFICATION

Section 1. The Association shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, either civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a director of the Association against expenses (including attorneys' fees), judgments, fines, excise taxes, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit, or proceeding to the extent that (a) such person is not insured or otherwise indemnified, and (b) the power to so indemnify has been or may be granted by statute; and for this purpose the Board of Directors or the members may, and on request of any such person shall be required to, determine in each case whether or not the applicable standards in any such statute have been met, or such determination shall be made by an independent legal counsel if the Board of Directors or the members so direct.

Section 2. The foregoing indemnification shall not be deemed exclusive of any other right to which one indemnified may be entitled, both as to action in his official capacity and as to action in another capacity while holding such office, and shall inure to the benefit of the heirs, executors and administrators of any such person.

Section 3. The Board of Directors shall have the power to (a) purchase and maintain, at the Association's expense, insurance on behalf of the Association and others to the extent that power to do so has been or may be granted by statute, and (b) give other indemnification to the extent not prohibited by law.

ARTICLE VII - GENERAL PROVISIONS

Section 1 The Board of Directors shall present at each annual meeting, and at any special meeting of the members when called for in the notice of meeting, a full and clear statement of the business and condition of the Association.

A complete and current financial statement shall be available for review at the annual meeting.

At any special meeting called for such purpose, the members may, by majority vote, request an independent audit of the books and records of the Association.

Checks

Section 2. All checks or demands for money for amounts up to and including three hundred dollars (\$300.00) shall be signed by two (2) directors. Amounts over three hundred dollars (\$300.00) shall require the signatures of three directors.

Fiscal Year

Section 3. The fiscal year of the Association shall be October 1 - September 30.

ARTICLE VIII - AMENDMENTS TO BY-LAWS

Section 1. These by-laws may be altered, amended or repealed or new by-laws adopted by a two-thirds majority vote of the Board of Directors or a two-thirds majority vote of the members at any regular or special meeting, provided that the notice of such meeting states the intent.

THIS DECLARATION made this 19th day of July, A.D. 1988, by CANNONSHIRE ASSOCIATES, a joint venture of New Castle County and State of Delaware, composed of Cannonshire, Inc., a Delaware corporation and Star States-Cannon, Inc., a Delaware corporation, hereinafter referred to as "Declarants".

WHEREAS, Declarants are the owners of all that certain lot, piece or parcel of land, situate in Pencader Hundred, New Castle County and State of Delaware, more particularly described in the Deed of Herman Delius Weihe, et. al., dated February 24, 1988 and recorded in the Office of the Recording of Deeds in and for New Castle County, Delaware in Deed Book 665, Page 295, a portion of which land is designated for the construction of single family dwellings being lots 1-73 as shown on the Record Major Subdivision Plan of Cannonshire prepared by Franco Bellafonte Associates, Inc., Wilmington, Delaware, dated May 11, 1988 and revised to June 21, 1988 and revised July 7, 1988, and

WHEREAS, Declarants desire to impose certain restrictive covenants upon the portion of that parcel of land upon which said single family dwellings may be constructed

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarants do hereby covenant and declare that they shall hold and stand seized of the lands comprising the Plan of Cannonshire, under and subject to the following restrictions, covenants and agreement which shall be covenants running with the land and which shall be binding upon Declarants, their heirs, administrators, successors and assigns, for the benefit of each lot or parcel of land as set forth on the record plan approved by the County Council of New Castle County:

ARTICLE I

GENERAL USE RESTRICTIONS

Section 1. Private Residences. The lots shall be used for private residential purposes only and only single family residential dwellings for single family purposes shall be erected or maintained thereon.

Section 2. Trailers, Mobile Homes, Etc. No temporary structure, including trailers and mobile homes, shall be

permitted or maintained upon any lot.

Section 3. Animals and Pets. No animals of any kind other than usual household pets not to exceed two such pets, shall be kept or maintained on any lot, and no horses, cows, goats, hogs, poultry, pigeons, or similar animals shall be kept upon the lots.

Section 4. Vegetable Gardens. No vegetable gardens shall be kept or maintained closer to the front street than a line thirteen (13) feet forward of and parallel to the rearmost wall of the principal structure on the lot.

Section 5. Television and Radio Antennas. No permanent or temporary installation of a television or radio receiving, transmitting antenna or television signal receiving dishes shall be constructed, placed, or maintained on any lot.

Section 6. Trash Receptacles. Trash receptacles shall be kept in the rear of the properties, hidden from view, excepting on regular collection days, when they may be placed temporarily at the curb.

Section 7. Prohibited Vehicles. No trucks, except pick-up trucks up to and including 3/4 ton and enclosed vans up to 6,000 lbs., buses, travel trailers, boat trailers, boats, utility trailers or campers and no disabled vehicles of any description shall be kept or maintained on any street, lot or driveway, except that any of the same may be kept within enclosed garages. Gross vehicular weight are permitted, provided that they do not exceed a height of seven feet.

Section 8. Signs. No signs of any nature whatsoever shall be erected, placed or maintained on any lot within the premises described, except that a single real estate "For Sale" sign may be so placed and maintained.

Section 9. Fences. No fence shall be erected on any lot closer to the front street than a line thirteen (13) feet forward of and parallel to the rearmost wall of the principal building on said lot. In any event, no fencing of any kind shall extend into the pedestrian easements along any side or rear lot line as located on the recorded plan cited in Exhibit "A"

attached hereto. No fences except as provided in Section 10 below shall be of a height of more than four (4) feet and all such fences shall be constructed only of wood. In any event, no such fences shall be constructed or maintained upon lots until compliance with Article IV, Section I has been accomplished.

Section 10. Clothes Lines. No temporary or permanent clothes drying line or other facility shall be installed, erected or maintained on any lot.

Section 11. Solar Panels. No solar panels shall be erected or maintained on the front roof of any dwelling unit. In any event, no such solar panels shall be erected or maintained on any dwelling or lot until compliance with Article IV, Section I has been accomplished.

Section 12. Swimming Pools. No above-ground swimming pools shall be constructed or maintained on any lot. In-ground swimming pools may be constructed and maintained thereon. In any event, no such swimming pools shall be constructed or maintained upon the lots until compliance with Article IV, Section I has been accomplished.

ARTICLE II

ARCHITECTURAL CONTROL

Section 1. Review of Plans. No building, shed, fence, wall, swimming pool or other construction shall be commenced, erected, or maintained upon any lot, nor shall any exterior addition to or change or alteration thereof, including but not limited to exterior facade color change and/or change in grade or drainage be made until the plans and specifications, with illustrations, showing the nature, kind, shape, color, height, materials, and proposed location of same, shall have been submitted to and approved in writing by the Declarant. In the event the Declarant, or its successors or assigns, fails to approve or disapprove such architectural change request within sixty (60) days after said plans and specifications have been submitted to it, approval thereof will be deemed to have been given by the Declarant. The Declarant, its successors or

assigns, in connection with the review of said plans, specifications, and illustrations, shall consider them in terms of the harmony of the proposed change, addition, construction or alteration with the structures on surrounding properties and the outlook therefrom onto the subject property; the effect it will have on the reasonable passage of light and air to the surrounding properties; the consistency and harmony of the architectural design, color, height, size, shape, proposed location and materials with the subject property and with the surrounding structures; and with respect to the physical impact thereof, including but not limited to drainage on surrounding properties.

For the purposes of this Declaration, Declarant shall have the sole rights to determine which lot lines and/or street lines shall be "front" or "side" lines.

Section 2. Assignment of Architectural Control Function Appeal. Declarant may assign the powers and rights reserved hereunder at Section 1 of this Article II to the Board of Directors of Cannonshire Maintenance Corporation, a maintenance association, hereinafter referred to as the Association.

Request for architectural change which have been rejected hereunder may be appealed by the applicant in writing, upon the receipt of same, Declarant or its assignee shall schedule a special meeting with the applicant, which meeting shall be held within two (2) weeks after receipt of notice; failure of the Declarant or its assigns to give written notice of such decision within said thirty (30) days shall be construed as a rescission of the initial rejection.

Section 3. Ad Hoc Committee. Prior to the appointment of the Board of Directors, the Declarant may appoint an Ad Hoc Architectural Control Committee to assist the Declarant in architectural control matters. Said Ad Hoc Architectural Control Committee will automatically be dissolved upon assignment as hereinabove provided to the initial Board of Directors.

ARTICLE III

DECLARANT'S DEVELOPMENT OF CANNONSHIRE

Section 1. Declarant's Business. Notwithstanding anything hereinbefore to the contrary, the provisions of Article I hereof shall not be construed so as to prohibit Cannonshire Associates or its successor in title to vacant lots from building or selling dwelling houses, maintaining an office or offices for construction and/or sales, storing construction materials, or generally carrying on its business on any portion or portions of Cannonshire so long as it owns any part thereof nor shall the provisions of Article II be applicable to Declarant nor to any successor in title to Declarant who is engaged in the same business as Declarant.

ARTICLE IV

CHANGES IN THE DECLARATION

These covenants and restrictions may be changed, altered, modified, or extinguished in whole or in part, at any time, by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots however, that the Declarant, so long as it is the owner of any of said lots shall have the absolute right to amend this Declaration without the joinder of any other owners by executing and recording an amendment in the Office aforesaid, if such amendment is:

- (a) required by Federal, State, County or local law, ordinance, rule or regulation; or
- (b) required by any mortgagee of improved lots and dwelling houses in the premises; or
- (c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same; or
- (d) required by the Federal Housing Administrations, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Feder Home Loan Mortgage Corporation, GNMA or by any like public

or private institution acquiring, guaranteeing, or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the premises.

ARTICLE V

CHANGES IN THE RECORD PLAN

Declarant reserves the right to amend the Record Plan of Cannonshire provided that such amendment does not:

(a) increase the overall density of Cannonshire;
 (b) decrease the total amount of open space of Cannonshire; or

(c) change the alignment of any street in Cannonshire at any point where any lots not owned by Declarant abut any such street. By acceptance and recording of a deed in Cannonshire, the grantee for himself and his successors in title shall be deemed to have given to Declarant his power of attorney for the purpose of executing any such resubdivision plan as owner, provided such resubdivision plan complies with the terms of this Article.

ARTICLE VI

ENFORCEMENT

Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. Action to enforcement may be brought by Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration; Declarant reserves the right to assign its power to enforce to the Association by appropriate instrument in writing, recorded in the Office of the Recorder of Deeds, in and for New Castle County, Delaware.

ARTICLE VII

NOTICES

Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

ARTICLE VIII

SEVERABILITY

In validation of any one of these covenants or restrictions or portion thereon by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Cannonshire Associates hath caused its name by one of the joint venturers, Cannonshire Inc. by its President, to be hereunto set and the common and corporate seal of the said corporation to be hereunto affixed, duly attested by its Assistant Secretary the day and year first above written.

CANNONSHIRE ASSOCIATES

Sealed and Delivered
in the Presence of:

By Cannonshire, Inc., one of the
joint venturers

S/ GAYLEAN B. SHAWAHAN

By: S/ DAVID C. MALATEST
President

Attest: S/ SAMUEL V. ABRAM
Assistant Secretary

[CORPORATE SEAL]

#1

**AMENDMENTS TO CANNONSHIRE DEED
RESTRICTIONS (attached)**

Article I, Section 7: Prohibited Vehicles

Article I, Section 9: Fences

Article II, Section 11: Solar Panels

Article I, Section 12: Swimming Pools

Article I, Section 10: Clothes Lines

Article II, Section 13: Sheds

Article II, Section 1: Deletion of the word "shed"

2

SECOND AMENDMENT TO DECLARATION

THIS SECOND AMENDMENT is made as of the _____ day of _____, 1992, by and among the record owners of Lots 1-72 in the development of Cannonshire, as shown on the Record Major Subdivision Plan of Cannonshire, of record at the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Microfilm No. 9330 (collectively, the "Owners").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration shall be amended as follows:

1. Article I, Section 7 is hereby deleted in its entirety and the following shall be substituted therefor:

"Section 7. Prohibited Vehicles. No trucks (except pickup trucks up to and including 3/4 ton and enclosed vans up to 6,000 lbs. gross vehicular weight and seven feet in height), buses, travel trailers, boat trailers, boats, utility trailers or campers and no disabled vehicles of any description, shall be kept or maintained on any street, lot or driveway, except that any of the same may be kept within enclosed garages."

2. Article I, Section 9 is hereby deleted in its entirety and the following shall be substituted therefor:

"Section 9. Fences. No fence shall be erected on any lot closer to the front street than a line 13 feet forward of and parallel to the rear most wall of the principal building on said lot. In any event, no fence of any kind shall extend into the pedestrian easements along any side or rear lot line as located on the recorded plan cited in Exhibit A attached hereto. No fences shall be of a height of more than 4 feet, except as provided in Section 12 below and except fences erected along boundary lines of any lot bordering on lands outside of Cannonshire which such fences shall not exceed 6 feet in height, and all fences shall be constructed only of wood. In any event, no fences shall be constructed or maintained upon lots until compliance with Article II, Section 1 has been accomplished."

3. Article I, Section 11 is hereby deleted in its entirety and the following shall be substituted therefor:

"Section 11. Solar Panels. No solar panels shall be erected or maintained on the front roof of any dwelling unit. In any event, no such solar panels shall be erected or maintained on any dwelling or lot until compliance with Article II, Section 1 has been accomplished."

4. Article I, Section 12 is hereby deleted in its entirety and the following shall be substituted therefor:

"Section 12. Swimming Pools. No above-ground swimming pools shall be constructed or maintained on any lot. In-ground swimming pools may be constructed or maintained thereon. In any event, no such swimming pools shall be constructed or maintained upon the lots until compliance with Article II, Section 1 has been accomplished. If required by law, fences which surround swimming pools may exceed the height restriction in Section 9 above."

#3

Tax Parcel Nos.: 11-014.10-001
11-014.10-005
through
11-014.10-040
11-014.30-079
through
11-014.30-114

FILE

PREPARED BY:
Douglas M. Hershman, Esquire
Williams, Gordon & Martin, P.A.
Suite 600, One Commerce Center
Twelfth and Orange Streets
Wilmington, DE 19899-0511

CERTIFICATE OF AMENDMENT TO DECLARATION

THIS CERTIFICATE OF AMENDMENT is made as of the 1st day of January, 1992, by CANNONSHIRE MAINTENANCE ASSOCIATION, a Delaware not-for-profit corporation, on behalf of the record owners of Lots 1-72 in the development of Cannonshire, as shown on the Record Major Subdivision Plan of Cannonshire, of record at the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Microfilm No. 9330 (collectively, the "Owners").

WHEREAS, Cannonshire Associates did, by its certain Declaration dated July 19, 1988, and of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Deed Book 736, Page 301, as amended by Amendment to Restrictions of Cannonshire dated September 6, 1989 and of record in the Office, aforesaid, in Deed Book 930, Page 317 (the "Declaration"), impose certain covenants and restrictions upon the lands which comprise the development of Cannonshire; and

WHEREAS, Article IV of the Restrictions provides that the covenants and restrictions contained therein may be changed, altered, modified or extinguished by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots; and

WHEREAS, the Cannonshire Maintenance Association is in the possession of an instrument in writing signed by at least two-thirds (2/3) of the Owners which amends certain of the said covenants and restrictions contained in the Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration shall be amended as follows:

1. Article I, Section 10 is hereby deleted in its entirety and the following shall be substituted therefor:

"Section 10. ~~Clothes Lines~~ Except as provided hereinafter, no temporary or permanent clothes drying line or other facility shall be installed, erected or maintained on any lot. Retractable clothes lines may be installed or maintained on any lot, provided that clothes and clothes lines can only be hung Monday through Saturday, never on Sunday, during daylight hours, but not later than 5:00 p.m., and not overnight, and provided further that all such clothes lines be located in the rear of any home located on such lot, not to extend past the rear corners of the house on such lot."

COPY

TAX PARCEL NOS: 11-014.10-001
11-014.10-005
through
11-014.10-040
11-014.30-079
through
11-014.30-114

JH

PREPARED BY AND RETURN TO:
Douglas M. Hershman, Esq.
Williams, Hershman & Wisler, P.A.
Suite 600, One Commerce Center
P.O. Box 511
Wilmington, DE 19899-0511

96FEB29 P 4:27.5

CERTIFICATE OF AMENDMENT TO DECLARATION

THIS CERTIFICATE OF AMENDMENT is made as of the 23rd day of February, 1996 by CANNONSHIRE MAINTENANCE ASSOCIATION, a Delaware not-for-profit corporation, on behalf of the record owners of Lots 1-72 in the development of Cannonshire, as shown on the Record Major Subdivision Plan of Cannonshire, of record at the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Microfilm No. 9330 (collectively, the "Owners").

WHEREAS, Cannonshire Associates did, by its certain Declaration dated July 19, 1988, and of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, at Deed Book 736, Page 301, as amended by Amendment to Restrictions of Cannonshire dated September 6, 1989 and of record in the Office, aforesaid, in Deed Book 930, Page 317, as further amended by Certificate of Amendment to Declaration dated January 1, 1992 and of record in the Office, aforesaid, in Deed Book 1275, Page 11 (the "Declaration"), impose certain covenants and restrictions upon the lands which comprise the development of Cannonshire; and

WHEREAS, Article IV of the Declaration provides that the covenants and restrictions contained therein may be changed, altered, modified or extinguished by an instrument in writing signed by the record owners of two-thirds (2/3) of the lots; and

WHEREAS, the Cannonshire Maintenance Association is in the possession of an instrument in writing signed by the record owners of at least two-thirds (2/3) of the lots which amends certain of the said covenants and restrictions contained in the Declaration.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declaration shall be amended as follows:

- 1. Add new section to Article I which reads as follows:

Section 13. Sheds: No detached shed or other outbuilding shall be constructed or maintained on any lot.

- 2. Delete the word "shed" from Article II Section I.

IN WITNESS WHEREOF, the Cannonsire Maintenance Association has executed this Certificate of Amendment as of the day and year aforesaid.

CANNONSHIRE MAINTENANCE ASSOCIATION

[Signature]
Witness

By: [Signature]
Donald O. Petillo, Director

[Signature]
Witness

By: [Signature]
Kathleen Durrant, Director

[Signature]
Witness

By: [Signature]
Wei Zhao, Director

95 to 911
Witness

By: [Signature]
Robert M. Haupt, Director

STATE OF DELAWARE)
NEW CASTLE COUNTY) SS.

This instrument was acknowledged before me on the 23rd day of February, 1996, by Donald O. Petillo, Kathleen Durrant, Wei Zhao and Robert M. Haupt, Directors of Cannonsire Maintenance Association.

[Signature]

DOUGLAS M. HERSHMAN
ATTORNEY AT LAW
NOTARIAL OFFICER, DELAWARE
NO COMMISSION EXPIRATION

7902

MAINTENANCE DECLARATION AND RESTRICTIONS
OF CANNONSHIRE

DOCUMENTARY
SURCHARGE
PAID \$3.00

THIS DECLARATION, made this 19th day of July, 1988, by Cannonshire Associates, a joint venture composed of Cannonshire, Inc., a Delaware Corporation and Star States-Cannon, Inc., a Delaware Corporation, hereinafter referred to as "Declarant."

WHEREAS, Declarant is the owner of a certain parcel of land situate in Pencader Hundred, New Castle County and State of Delaware, being 49.8428 acres, as shown on the Record Major Subdivision Plan of Cannonshire prepared by Franco R. Bellafante, Inc., Wilmington, Delaware, dated May 11, 1988 and revised to June 21, 1988 and revised July 7, 1988, which land is designated for the construction of single family dwellings with appurtenant private open space; and

WHEREAS, Declarant desires to impose upon said lands and to bind itself, its successors and assigns, who is the owner of said parcel of land, to certain covenants.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the Declarant does covenant and declare that it shall hold and stand seized of all that certain parcel of land situate in Pencader Hundred, New Castle County and State of Delaware, as it appears on the Record Major Subdivision Plan of Cannonshire under and subject to the following covenants and agreements, which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots appearing on said Plan of Cannonshire, and for the benefit of New Castle County.

1. In order that the private open spaces as set forth on said Plan shall be maintained according to the provisions of Sections 20-70(c) and (d) of the New Castle County Code, there shall be organized as provided in Paragraph 2 hereof, a maintenance corporation to be known as the Cannonshire Maintenance Corporation whose members shall be the record owners of lots shown on said Plan.

(a) The purchaser of any lot of land by the acceptance of a deed to said land, obligates and binds himself, his heirs and assigns, to become a member of the aforesaid maintenance corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said corporation.

(b) Each owner of any lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the maintenance corporation when necessary, annual assessments or charges, such assessments to be fixed, established and collected

11/5

from time to time as hereinafter provided, provided that all assessments must be fixed at a uniform rate for all lots. The owner of any lot agrees, at the time of settlement for the purchase of said lot, to sign a confession of judgment, obligating him to pay to the maintenance corporation his share of the costs associated with the maintenance of the common areas within the subdivision. In addition, at the time of settlement on any lot within the subdivision, the maintenance corporation may collect the equivalent of two (2) years of assessments for the maintenance costs associated with the maintenance of the common area. The assessments levied by the maintenance corporation shall be used exclusively for the purpose of maintaining said private open space.

(c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose.

(d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen per centum (18%) per annum, and the maintenance corporation may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the private open space or abandonment of his lot.

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

(f) By his acceptance of title, each owner shall be held to vest in the maintenance corporation the right and power in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be, in the opinion of the maintenance corporation, necessary or advisable for the collection of such assessments.

(g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided that such subordination shall apply only to charges that shall

have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.

(h) Declarant hereby grants to New Castle County, its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said private open space at the expense of the owners of said lots. In the event that New Castle County elects to maintain the private open space as set forth above, all expenses of maintenance shall be assessed prorata against the owners of each lot, and shall be collectable by New Castle County, as provided in New Castle County Code Section 20-70, or in the manner set forth above in relation to collection by the maintenance corporation. The provisions of paragraph 1(g) above notwithstanding, any lien for such expenses or maintenance asserted by the County and filed with the Recorder of Deeds in accordance with New Castle County Code Section 20-70 shall be a lien from the time of recording and shall have priority in relation to other liens, either general or special, including mortgages and other liens according to the time of recording of such liens in the proper office, as in the said Section provided.

2. Declarant shall incorporate under the laws of the State of Delaware, prior to the conveyance of the first lot hereunder to a homeowner, a non-profit corporation to be known as the "Cannonshire Maintenance Corporation" for the benefit of all owners, which maintenance association shall be charged with the duty of maintaining said private open space in the condition required by the aforesaid New Castle County Ordinance.

3. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

4. Declarant, for itself, its successors, and assigns, grants to the lot owners the free and uninterrupted use, of all the private open space as shown on the said Plan of Cannonshire in common with others entitled thereto forever. Each lot owner, by acceptance of a deed, grants to all of the lot owners, their guests, invitees, and licensees, the free and uninterrupted use of all the private open space and grants to the maintenance corporation the right to come upon any lot owner's lot for purposes of maintaining the private open space.

5. The following definitions are applicable hereto:

(a) "Corporation" shall mean and refer to the "maintenance corporation," its successors and assigns, and to the proper named corporated entity to be formed as provided hereunder.

(b) "Lot" shall mean and refer to lots as shown on the said Record Major Subdivision Plan of Cannonshire.

(c) "Member" shall mean and refer to every person or entity who holds membership in the corporation.

(d) "Owner" shall mean and refer to the record owner of a fee simple title to the lots as shown on the said Plan of Cannonshire.

(e) "Private Open Space" shall mean the lands designated "Private Open Space" on said plan of Cannonshire and shall include, but not be limited to, any common landscaping, berms, and islands.

(f) "Declarant" shall mean and refer to Cannonshire Associates, a joint venture of the State of Delaware, its successors and assigns.

6. The declarant hereby imposes the following additional restrictive covenants which shall be covenants running with the land upon that parcel of land designated as "Private Open Space" on said plan of Cannonshire:

(a) The Private Open Space shall not be subdivided nor developed.

(b) The Private Open Space shall be left in its natural state and any active use of the property is prohibited. Without limiting the generality of the foregoing, playgrounds, structures, swimming pools, ball fields, bike paths, roads, parking areas, lighting, and the use of the subject property by any all terrain vehicles, motorbikes, automobiles, trucks and the like, except for maintenance vehicles, or farm or agricultural equipment, are all prohibited. Nothing, however, shall prevent the use of the land for farming or tree farming.

7. The foregoing covenants may not be modified, amended or altered in whole or in part, except by the consent of 75% of the owners and of the New Castle County Council, provided further that the covenants contained in paragraph 6 may not be modified, amended or altered in whole or in part.

4/5

IN WITNESS WHEREOF, the said Cannonshire Associates has caused its name by Cannonshire, Inc., one of the joint ventures, by its President, to be hereunto set, and the common and corporate seal of said corporation to be hereunto affixed, duly attested by its Secretary the day and year first above written.

SEALED AND DELIVERED
in the presence of:

Galen B. Norala

Cannonshire Associates
by Cannonshire, Inc.

By: *David C. Malatesta*
President

Attest: *Samuel V. Quinn*
Asst. Secretary

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) ss:

BE IT REMEMBERED that on this *17th* day of *July*, 1988, personally appeared before me, the Subscriber, a Notary Public for the State of Delaware, David C. Malatesta, President of Cannonshire, Inc., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said joint venture, that the signature of the President of one of the joint ventures thereto is in his own proper handwriting and the seal affixed in the common and corporate seal of said corporation, and that his act of sealing, executing, and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

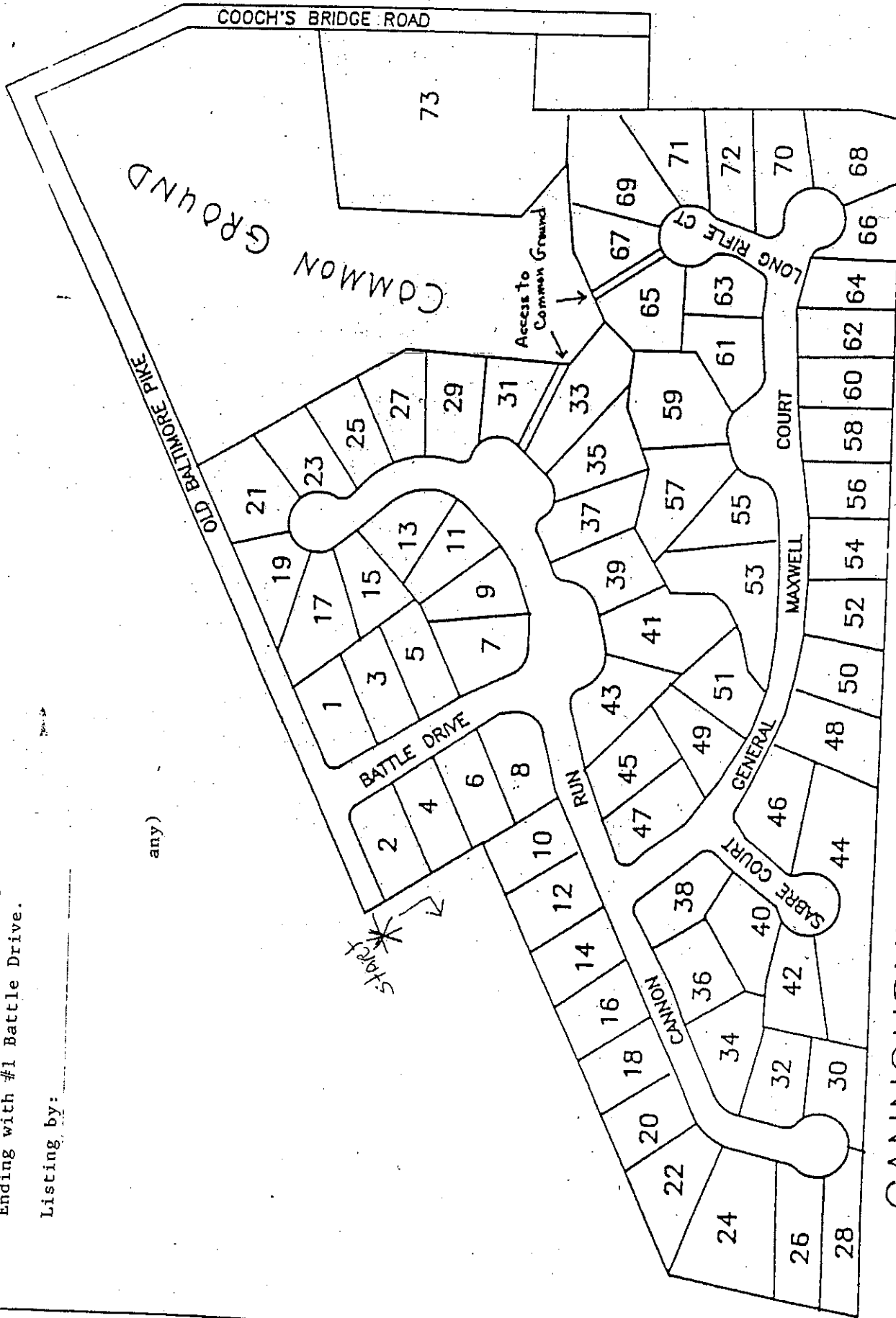
GIVEN under my hand and seal of office, the day and year aforesaid.

Galen B. Norala
Notary Public

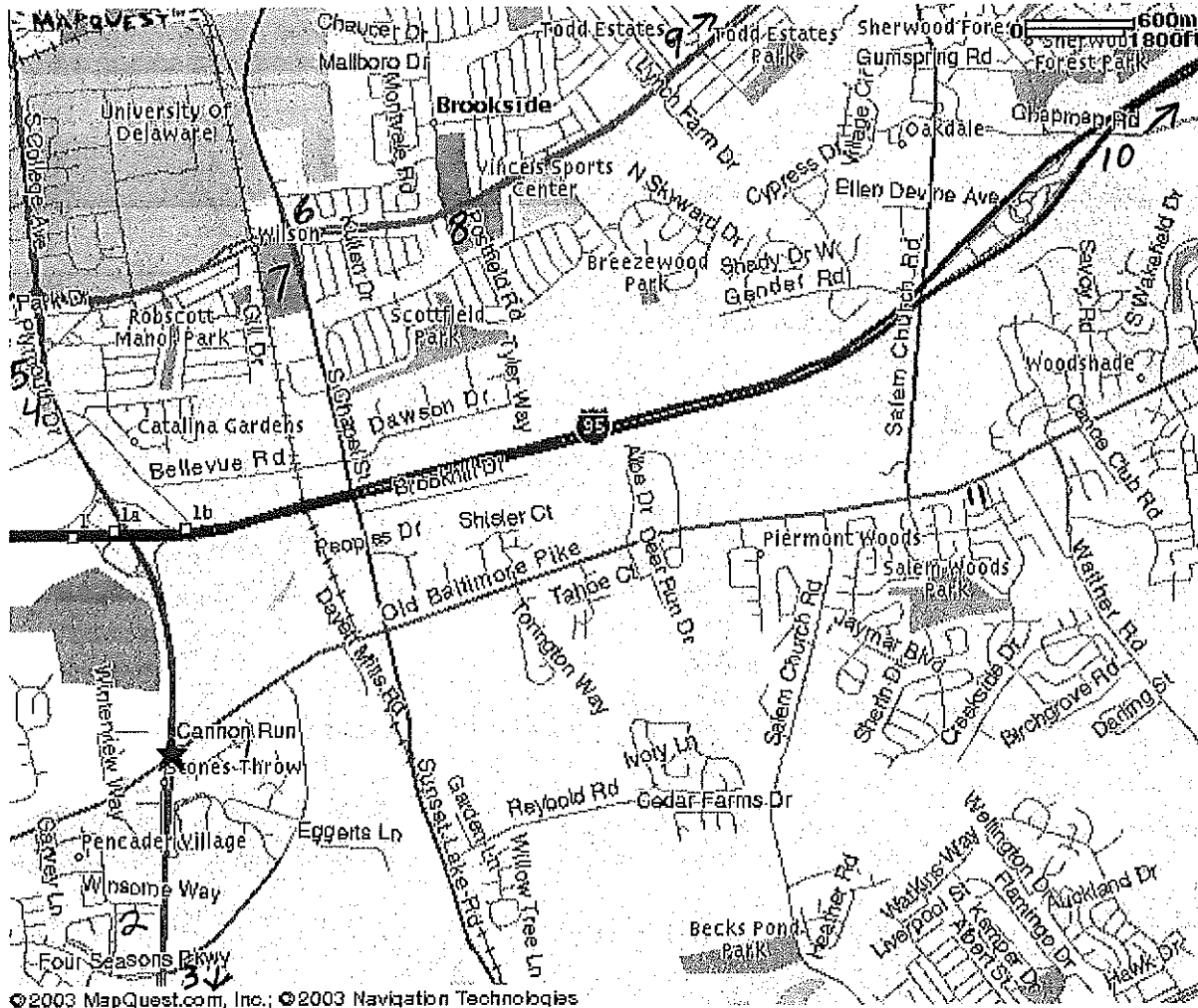
Starting with #2 Battle Drive
Ending with #1 Battle Drive.

Listing by:

any)



LOCAL STOPS OF IMPORTANCE



©2003 MapQuest.com, Inc.; ©2003 Navigation Technologies

1. CANNONSHIRE
2. SUPERFRESH / BURGER KING / HAPPY HARRYS DRUG STORE / GYMBOREE
3. HOME DEPOT / MOVIES / GAS STATIONS
4. CAR WASH
5. EXXON
6. WAWA CONVEINIENT STORE
7. EXXON / DRY CLEANERS / BANK / NAIL SALON
8. HOLLYWOOD VIDEO / SHOPRITE / ECKERD DRUGS / SUBWAY
9. HOSPITAL
10. CHRISTIANA MALL
11. AMORE PIZZA

All documents or correspondence that you wish to send through U.S. Mail should be sent to our official address which you will find below:

Cannonshire Maintenance Association

63 Long Rifle Court
Newark, DE 19702