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MICHAEL D. BANTIAGLIA
RECORDER OF DEEDS
NEW CASTLE CO. DE

Prepared by and Return to
James Maher & Associates, P.A.
108 East Fourth Street
New Castle, Delaware 19720

GLASGOW PINES AGREEMENT AND DECLARATION

THIS DECLARATION, made this 9th day of March, 1998 by Glasgow Pines Maintenance Association., a Delaware Corporation, hereinafter called "Declarant".

WITNESSETH:

WHEREAS, by a Declaration dated July 18, 1973 by Farmap Holding Co. ("Farmap") and recorded in Deed Record D-88-941, established agreements, declarations and covenants to run with the land now known as Glasgow Pines a Diversified Planned Unit Development (DPUD); and

WHEREAS, by an Agreement dated March 3, 1971, and recorded in Deed Record V, Vol. 84, page 92, Farmap covenanted and agreed with Robino Mobile Homes Inc. to reserve for the mobile home park located adjacent to Glasgow Pines the area now shown on Sheet 7 of the record plan, such area as a recreation center for the use and benefit of the mobile home park as well as the Glasgow Pines DPUD; and

WHEREAS, L G & M Corp., in 1975 became successor in title to Farmap Holding Co., owner of all but Parcel A (Future Commercial and Church Area) of the real property known as Glasgow Pines, as more particularly shown in a record land development plan recorded in New Castle County, Micro Film No. 2384 and more particularly shown on Sheets 1 through 8 thereof; and

WHEREAS, L G & M, on or about March 17, 1975, established a maintenance Agreement and Declaration, of record in the Office of the Recorder of Deeds for New Castle County in Deed Record G, Book 90, page 420, subjecting the real property herein described together with such additions as may hereafter be made thereto to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner and resident thereof; and

WHEREAS, Declarant was created as the agency pursuant to the Agreement and Declaration recorded in Deed Record G, Book 90, page 420, and was charged with the authority and

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responsibility to continue to provide for the preservation and enhancement of the property values, and amenities in said community and for the maintenance of "private open space" and any such community facilities to be located in such Private Open Space and in the Recreation Area; and

WHEREAS, Declarant has caused amendments to the Agreement and Declaration to be enacted and recorded, respectively at Record Book 1884, page 173 on or about February 21, 1995, and at Record Book 2090, page 70 on or about April 26, 1996; and

WHEREAS, Declarant deems it desirable for the efficient preservation of the values and amenities in said community to amend and update certain provisions of the Agreement and Declaration.

NOW, THEREFORE, the Declarant declares that the real property described as the Glasgow Pines DPUD, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall continue to be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens, (sometimes referred to as covenants and restrictions) hereinafter set forth:

ARTICLE I
DEFINITIONS

The following words when used in this Declaration and any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

Section 1. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire Document, as the same may from time to time be amended.

Section 2. "Association" shall mean and refer to GLASGOW PINES MAINTENANCE ASSOCIATION, its successors and assigns.

Section 3. "Declarant" shall mean and refer to Association or L G & M Corp., as the context may provide.

Section 4. "Developer" shall mean and include the Declarant and/or L G & M, and any other person, firm or corporation engaged in developing any portion of the Properties and designated as a "Developer".

Section 5. "The Properties" shall mean and refer to all real property which becomes subject to this Declaration, together with such other real property as may from time to time be annexed thereto under the provisions of Article II hereof.

Section 6. "Private Open Space" shall mean and include all real and personal property owned or managed by the Association for the pleasure, recreation and social fellowship of the members of the Association, including any real property and the improvements thereon, of or to which the Association shall possess easements of use, ingress egress or passage, and including all personality affixed to or separate from the real property of the Association used for

the purposes aforesaid and which is designated as Private Open Space on the Record Plan of Glasgow Pines DPUD or any amendments thereto, with the exception of the Recreation Area hereinafter defined.

Section 7. "Public Open Space: shall mean and refer to the public open space shown on the record plan of Glasgow Pines DPUD, which space shall be maintained by New Castle County, Delaware or municipality or government exercising jurisdiction over public open space in New Castle County.

Section 8. "Living Unit" shall mean and refer to any structured or portion of a structure situated upon the Properties designed and intended for independent use and occupancy as a residence by a family unit.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Private Open Space, Public Open Space, Recreation Area or common areas of a home owner's association or condominium regime created the case of land forming part of the Properties which is subjected to the Unit Property Act, "Lot" shall mean and refer to "Unit" as therein defined and shall not mean and refer to the land upon which the "Unit" is situated.

Section 10. "Owner" shall mean and refer to the record owner, of the fee simple title to any lot in the Glasgow Pines DPUD. For purposes of this Section, "fee simple title" shall mean and include condominium ownership as defined under the Unit Property Act of the State of Delaware.

Section 11. "Parcel" shall mean and refer to any subdivision consisting of one or more lots which is designed as a "Parcel" upon any recorded subdivision map of any portion of the Properties.

Section 12. "Section" shall mean and refer to any subdivision which is designated as a "Section" upon any recorded subdivision map of any portion of the Properties.

Section 13. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by Declarant, which extends the provisions of this Declaration to a Parcel or Parcels or Section or Sections and contains such complementary provisions therefor as are called for in Articles II and VI of this Declaration.

Section 14. "Member" shall mean and include every owner of any lot upon which there is a house or townhouse which is subject to this Agreement and Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership or tenancy of the lot which is subject to assessment by the association.

Section 15. "Recreation Area" shall mean and refer to all that area defined as Recreation Area and shown on Sheet 7 of the Record Plan consisting of approximately 10 acres more or less.

Section 16. "Record Plan" shall mean and refer to the plots depicting the Glasgow Pines DPUD as amended from time to time and recorded in New Castle County, Microfilm No. 2384.

Section 17. "Mobile Home Park" shall mean and refer to the mobile home development adjacent to the Glasgow Pines DPUD which have a 'right' to use the Recreation Area pursuant to rights received through Robino Mobile Homes, Inc., under an agreement dated March 3, 1971 and recorded in U84 page 92.

Section 18. "Apartment Parcel" shall mean and refer to any parcel within the Glasgow Pines DPUD which has been site planned in the DPUD as an apartment project and includes any private common area within such parcel.

Section 19. "Townhouse Parcel" shall mean and refer to any parcel within the Glasgow Pines DPUD which has been site planned in the DPUD as a townhouse project and includes any private common area within such parcel.

Section 20. "Single Family Lots" shall mean and refer to such lots within the Glasgow Pines DPUD which has been site planned in the DPUD as single family lots for detached housing.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

AND ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in New Castle County and State of Delaware and is more particularly described as all that property shown on the record plan entitled "Glasgow Pines DPUD", sheets 1 through 8 as prepared by Edward H. Richardson Associates, Inc., and recorded in New Castle County, Microfilm No. 2384.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligation of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Properties, as then constituted, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Glasgow Pines DPUD, except as hereinafter provided.

ARTICLE III

VOTING RIGHTS

Section 1. Voting Rights. Voting Rights in the Association shall be as follows:

- (a) Except as herein provided, two votes shall be assigned to each Living Unit which

becomes subject to assessment pursuant to Section 6 of Article V.

(b) If the owner of a Living Unit occupies the same, such owner shall be entitled to exercise both votes assigned thereto.

(c) If the owner of a Living Unit does not occupy the same, such owner shall be entitled to exercise only one of the votes assigned thereto, and the occupier, if any, thereof in the absence of a lease agreement to the contrary (exclusive of tenants whose right of possession arises from a rental agreement for a lesser term than one year) shall be entitled to exercise the other vote assigned thereto.

(d) When more than one person holds an interest in a Living Unit, the vote therefor shall be exercised as they among themselves determine, but in no event shall be exercised with respect thereto than are permitted under the foregoing provisions of this Section. Fractional votes shall not be allowed. In the event that joint owners or joint tenants are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any owner or owners, presumed for all purposes that he or they were acting with the authority and consent of all other owners or tenants (as the case may be) holding an interest as owner or tenant in the same Living Unit. In the event more than one vote is cast by joint owners or joint tenants, none of such votes shall be counted and such votes shall be deemed void.

(e) No owner or member of any Living Unit within any apartment parcel shall be entitled to vote on any matter involving the Recreation Area unless that owner elects to become a paid user of the facilities within the Recreation Area in accordance with the assessment paid by other non-apartment parcel owners pursuant to the provisions of Article V Section 2 (b).

(f) No owner or resident of Glasgow Pines Mobile Home Park shall be entitled to vote on any matter whatsoever. Owners or residents within the Mobile Home Park may elect to become paid users of the facilities within the Recreation Area in accordance with the assessment paid by other non-mobile-home owners pursuant to the provisions of Article V, Section 2 (b). Such paid users of the Recreation Area will not acquire voting rights by virtue of paying to utilize the Recreation Area.

ARTICLE IV

ENJOYMENT RIGHTS

Section 1. Private Open Space - Right of Use and Enjoyment.

Every member shall have a right of use and enjoyment in all private open space owned or managed by the Association and such right of use and enjoyment shall be appurtenant to and pass within the title to every lot, subject to the following provisions:

(a) The right of the Association to charge reasonable dues and fees for the maintenance and use of such space owned or managed by the Association;

9 (b) During any period for which any assessment against a member's lot shall remain unpaid, such member's voting rights and rights to the use and enjoyment of the private open space shall be automatically suspended until full payment is received.

(c) The right of the Association to borrow money for purposes of improving such space and in aid thereof to mortgage said the property;

(d) The right of the Association to suspend the right to use of such space by a member for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association to dedicate or transfer all or any part of such space owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by the Declarant (if it is still entitled to voting rights under Article III, Section 1(f)) and two-thirds of all other members agreeing to such dedication or transfer has been recorded;

(f) The right of the Association to transfer to an incorporated or unincorporated Association all of its properties, rights and obligations, including the right of the Association to make and collect assessments pursuant to Article V hereof, as if such transferee association were an original party hereto; provided, however that such transferee association shall be an exempt organization described in Section 501(c) of the Internal Revenue Code, as amended.

Section 2. Recreation Area - Right of Use and Enjoyment.

(a) Every member of a single family lot or townhouse lot within the Glasgow Pines DPUD shall have a right of use and enjoyment in the Recreation Area owned or managed by the Association, subject to the terms and conditions set forth in subsections (a) through (f) of Article IV, Section 1.

(b) Every member or owner of a Living Unit within an apartment parcel shall have a right of use and enjoyment of the Recreation Area provided such member or owner agrees to pay an amount equal to the general assessment paid by single family owners and townhouse lot owners pursuant to Section 2(a) hereof.

11 (c) Every owner or resident of the present Mobile Home Park which consists of approximately 280 lots shall have a right of use and enjoyment of the Recreation Area owned or managed by the Association subject to the terms and conditions set forth in subparagraphs (a) through (f) of Article IV, Section 1, provided such owner or resident pays a proportionate share of the costs of operating, maintaining and installing any future capital improvements in the Recreation Area subsequent to those capital improvements that will be constructed and installed by or through the Declarant, its successors and assigns. Proportionate share shall mean an amount equal to the assessment paid by every owner or member of the Association for use of the Recreation Area in accordance with the provisions of Article V, Section 2(b) and (d) as

applicable.

ARTICLE V

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessment.

The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments to be established and collected as hereinafter provided. All such assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon any property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments.

(a) An annual assessment shall be levied by the Association which shall be used exclusively to promote the social and recreational purposes of the Association for the use and benefit of its members, and, in particular, for improvement, maintenance, repair, and operation of the Private Open Space and Recreation Area.

(b) Payment by Apartment Living Unit Residents or Owners.

In the event that an apartment parcel Living Unit resident exercises his right to use and enjoy the pool area for an annual period as aforesaid, such resident shall pay an assessment equal to the annual general assessment in accordance with the terms and conditions of the Single Family Lot and Townhouse Lot members.

(d) Special Assessments for Capital Improvements and Operating Deficits.

The Association may levy special assessments for the purpose of defraying, in whole or in part, (a) the cost or anticipated costs of any existing or planned construction, reconstruction, replacement or acquisition of all or any part of the Private Open Space or Recreation Area or of a capital improvement thereon or therein, including fixtures and real and personal property related thereto, or (b) the cost of any operating deficit not covered by any General Assessment, provided that any such assessment shall have the assent of a majority of all membership votes present in person or by proxy at a meeting duly called for this purpose. The special assessments referred to herein shall not include the initial capital costs of installing and recreation facilities shown on the Record Plat for the development of the Recreation Area.

Section 3. Basis for Assessments. All Assessments must be fixed at a uniform rate for each Living Unit on the Properties which becomes subject to assessment pursuant to Section 8 of this Article.

12-A Section 4. Increase in Annual Assessment. The Board of Directors and Officers

of the Association may increase the annual assessment each year by no more than 5% of the previous year's assessment, without additional approval of the Members.

Section 5. Board to Set Assessments. The Board of Directors and officers of the Association shall fix the annual assessment in an amount not in excess of the amount allowed in Section 4, provided, however, that the annual assessment to the fullest extent possible shall be sufficient to meet the estimated or projected cost of maintaining, repairing, and operating the Private Open Space and the Recreation Area, including reserves therefor.

Section 6. Commencement of Assessments.

(a) Each Living Unit in Existing Properties or in additional properties brought within the scheme of this Declaration as provided in Article II, shall become and be subject to the assessments levied hereunder from and after (but not before) the first day of the month following the first conveyance of such Living Unit by a Developer to an Owner, or, with respect to multi-family rental structures, from and after the first day of the month following the date such Living Unit is first leased to a Tenant.

(b) The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year. The Board of Directors shall fix the amount of the annual assessment at least thirty (30) days in advance of each assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Bylaws of the Association. Assessments may be collected on a monthly, quarterly or annual basis.

(c) For purposes hereof, a Living Unit shall be deemed leased from and after the first leasing thereof notwithstanding the same may be subsequently vacated or lease terminated.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at a rate established by the Board, and the Maintenance Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Any rents, or other income rights, with respect to such Lot shall be deemed assigned to the Association as security, subject, however, to such rights as may be then vested in the first mortgages of such Lot, if any. Such interest, all collection fees and costs before suit is filed, 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 non-use of the private roadways, walkways, private open space or parking areas or abandonment of his lot.

Section 8. Rights of New Castle County. The Private Open Space and Recreation Area in the Properties not contained within a Lot, Parcel or Section, or not owned or administered by the State, County or local government or any agency thereof, shall be maintained

by the Association in good order and repair. If the Association fails or declines to so maintain any such space or recreation area owned in fee simple by the Association, Declarant hereby grants unto New Castle County, its successors or assigns, the right, privilege and authority to enter upon such space or area and maintain the same at the expense of the members of the Association. In such event, all expenses of maintenance shall be assessed pro rate against the owners of each Living Unit and shall be collectible by New Castle County in the same manner as provided in this Article. It is not the intention that this section conflict with the terms and conditions of that certain Declaration dated July 18, 1973 by the Farmap Holding Co., and in the event that there is any conflict between this Agreement and the aforesaid Declaration, the Farmap Holding Co., Declaration shall control.

Section 9. Subordination of the Lien for Assessments. 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 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 mortgages whatsoever on such property.

Section 10. Duties of Association. The Association shall, upon demand at any time, furnish to any Owner liable for said assessments or any interested party a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment thereon stated to have been paid. /such certificates may be obtained from the Registered Office of the Corporation. ^{Remove}

ARTICLE VI

ARCHITECTURAL REVIEW

Section 1. Architectural Review Committee. The Board of Directors may appoint an Architectural Review Committee to adopt and enforce general rules and regulations for the exterior maintenance of improvements on the Properties and the parking of vehicles and machinery and other matters relating to the preservation of property values in the Glasgow Pines DPUD.

ARTICLE VII

MORTGAGEES

Section 1. Notice of Default. Any first mortgagee at his express written request is entitled to written notification of any default by the mortgagor of such Living Unit in the

performance of such mortgagor's obligations under the Declaration which is not cured within thirty (30) days of such default.

Section 2. No Right of First Refusal. Any first mortgagee who comes into possession of a Living Unit in the property pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal".

Section 3. Claims. Any first mortgagee who comes into possession of the Living Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Living Unit which accrue prior to the time such holder comes into possession of the Living Unit (except for a pro rata share of such) assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Living Units including the mortgaged Living Unit.

Section 4. Approval by Mortgagee. Unless at least 75% of the first mortgagees (based upon one vote for each first mortgagee) of individual Living Units in the project have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber sell or transfer real estate or improvements thereon which are owned, directly or indirectly, by such Association.

The granting of easements for public utilities or for other public purposes consistent with the intended use of the property shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Living Unit;

(c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the properties.

(d) fail to maintain Fire and Extended Coverage on insurable Private Open Space and Recreation Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Private Open Space or Recreation Area property for other than the repair, replacement or reconstruction of such improvements.

Section 5. Right to Inspect. First mortgagees shall have the right to examine the books and records of the Association during normal business hours upon reasonable notice.

Section 6. Right to Reimburse. First mortgagees of Living Units in the property

may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Public Open Space and Recreation Area property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 2. Amendment.

(a) This Declaration may be amended at any time by an amendment approved by not less than 75% of all membership votes present in person or by proxy. Amendment shall be effective only from and after the date it is recorded in the Office of the Recorder of Deeds aforesaid.

(b) Every member of Glasgow Pines Maintenance Association covenants and agrees that the Board of Directors and Officers shall have the absolute and unfettered right to amend this Declaration by filing a certificate of amendment in the office of the Recorder of Deeds aforesaid if such amendment is:

- (i) required by Federal, State, County or local law, ordinance, rule or regulation; or
- (ii) required by any first mortgagee of Living Units in the Properties, or;
- (iii) required by any title insurance company issuing title insurance with respect to any Living Unit in the Properties; or
- (iv) required by the Federal Housing Administration (FHA), U.S. Department of Housing and Urban Development (HUD), Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Government National Mortgage Association, or Federal Home Loan Mortgage Corporation or by any like public or private institution acquiring, guaranteeing, or insuring mortgages or providing any type of financial assistance, with respect to Living Units in the Properties.

Section 3. Enforcement. The Association, any owner, or the Declarant shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any supplementary declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No owner shall be entitled to bring an action on behalf of the Association without first having requested the Association to take action in enforcement thereof and the Association then having refused to do

so.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 5. Priority to Distributions. Nothing herein contained shall be construed as giving an Owner or Owners or any other party priority over the rights of first mortgagees of Living Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Association property.

Section 6. Apartment Parcels and Townhouse Parcels. Except in the exercise of rights under Article VI the Association shall not be responsible for the operation and maintenance of any of the common areas, including any of the common areas, including any private roadways located within any apartment or townhouse parcel.

Section 7. Invalidation. In the event that any part, section or clause of this Declaration is declared null and void or unenforceable by any Court or body of competent jurisdiction, the remaining portions and sections of this Declaration shall remain in full force and effect.

Section 8. Curative Amendments. The Board informally may make changes to this Agreement and Declaration up to and including December 31, 1998 by unanimous vote of the Board. Thereafter, the amendment procedure established in this document will be followed.

IN WITNESS WHEREOF, the said GLASGOW PINES MAINTENANCE ASSOCIATION, has caused its name by David Horack, its President, to be hereunto set, and the common corporate seal of said corporation to be hereunto affixed, duly attested by its Secretary, the day and year first above written.

ATTEST:

GLASGOW PINES MAINTENANCE ASSOCIATION.

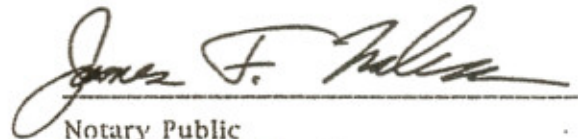
Cynthia Douglas
Secretary

By: David Horack
President

J. B. Hill
Darrell Lehnert
Karen Scarlo
Steven J. Wohner

BE IT REMEMBERED that on this 9th day of March, 1998, personally came before me, a Notary Public of the State and County aforesaid, David Horack, President of GLASGOW PINES MAINTENANCE ASSOCIATION, a corporation existing under the laws of the State of Delaware, party to the foregoing Declaration and Agreement known to me personally to be such and acknowledged such Declaration to be his act and deed and the act and deed of said corporation that the signature of the president thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation and that his act of sealing, executing, acknowledging and delivering said Declaration was a duly authorized action of the said corporation.

Given under my hand and seal the day and year above written.



Notary Public
Attorney at Law
29 Del. C. § 4323

~~My Commission Expires:~~

JM&A/97GPMA/Not Docs/0302/98GPMA Agreement

The following is a proposed amendment to the Glasgow Pines Maintenance Association Agreement and Declaration.

Removing the period and adding to the end of Article 4, Section 1 Paragraph B "and any additional cost that is set forth in this document."

Where it says General assessments in the Agreement and Declaration, remove the word "general".

In Article 4, Section 3 replacing the number "8" with "6".

Synops: these are technicals errors being corrected.

This Pass Dec. 98