

**** Electronically Recorded Document ****

**Kent County
Betty Lou McKenna
Recorder of Deeds
Dover, DE 19901**

Instrument Number: 2021-415756

Parties:

Recorded As: EREC-MISCELLANEOUS W

Direct- PERSIMMON PARK PLACE CONDOMINIUM

Recorded On: April 21, 2021

Indirect-

Recorded At: 09:29:12 am

Receipt Number: 437187

Number of Pages: 8

Processed By: Crystal Yerkes

Book-VI/Pg: Bk-RE VI-11002 Pg-330

Total Rec Fee(s): \$153.00

**** Examined and Charged as Follows ****

ERec-M	\$ 106.00	Marginal Notation	\$ 7.00	Non Conforming Attach	\$ 40.00
		Tax Amount	Consid Amt	RS#CS#	

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Kent County,

**** DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT ****



Betty Lou McKenna

Tax Map and Parcel No.: LC-05-058.18-02-01.00-000 (part of)
LC-05-058.14-01-01.00-000 (all of)

Prepared By and Return to:
Chad J. Toms, Esquire
Whiteford Taylor Preston LLC
The Renaissance Centre, Suite 500
405 North King Street
Wilmington, DE 19801

**SEVENTH AMENDMENT TO
DECLARATION SUBMITTING REAL PROPERTY TO
PERSIMMON PARK PLACE CONDOMINIUM AND TO THE PROVISIONS OF THE
UNIT PROPERTY ACT, 25 DEL. C. §2201, et seq.**

WHEREAS, the *Declaration of Condominium* was made November 6, 1987, and recorded in the Office of the Recorder of Deeds, in and for Kent County, State of Delaware (the "Recorder's Office") at Book 44, Page 87 *et seq.*, (the "Declaration");

WHEREAS, the Declaration submitted to the provisions of the Delaware Unit Property Act the land for common elements described in Schedule "A" of the Declaration and condominium unit compartment numbers 1-100 as depicted on Section S-1 of the *Declaration Plan for the Persimmon Park Place Condominium – Phase One*, recorded in the Recorder's Office in Plot Book 20, Page 87 *et seq.* (the "Declaration Plan"), and reserved unto Persimmon Park Place, L.P. (the "Declarant") the right to amend the Declaration and the Declaration Plan for further expansion of the condominium regime known as Phase Two through Phase Five;

WHEREAS, in accordance with the authority contained in the Declaration, Declarant recorded the (1) *First Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq. – Persimmon Park Place Condominium Phase II, Section A* in the Recorder's Office in Deed Book Q47, Page 1 *et seq.*; (2) *Second Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq. – Persimmon Park Place Condominium Phase II, Section B* in the Recorder's Office in Deed Book A48, Page 181 *et seq.*; (3) *Third Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq. – Persimmon Park Place Condominium Phase II, Section C* in the Recorder's Office in Deed Book 126, Page 58 *et seq.*; (4) *Fourth Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq. – Persimmon Park Place Condominium Phase III, Section A, B and C* in the Recorder's Office in Deed Book 126, Page 173 *et seq.* (the "Fourth Amendment"); (5) Declarant recorded the *Fifth Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq. – Persimmon Park Place Condominium Phase IV, Sections A, B and C* in the Recorder's Office in Deed Book 228, Page

218 *et seq.* (the “Fifth Amendment”); and, (6) *Sixth Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq. – Persimmon Park Place Condominium Phase V, Sections A, B and C* in the Recorder’s Office in Deed Book 228, Page 238 *et seq.* (the “Sixth Amendment”);

WHEREAS, by Deed and General Assignment dated July 9, 1999, Declarant conveyed all of its right, title and interest in Persimmon Park Place to G & L Holdings, Inc. (“G&L”), the Deed being recorded in the Recorder’s Office in Deed Book 319, Page 294 *et seq.*, and the General Assignment of all rights, options, duties and obligations being recorded in Deed Book 319, Page 309 *et seq.*;

WHEREAS, by the *Declaration of Cancellation, Rescission and Revocation*, recorded in the Recorder’s Office in Deed Book 381, Page 318 *et seq.*, G & L, as successor in interest to Declarant, canceled, rescinded and revoked the Fourth, Fifth and Sixth Amendments, which sought to make Persimmon Park Place Condominium an expandable condominium beyond Phase II, Sections A, B and C;

WHEREAS, by this *Seventh Amendment to Declaration Submitting Real Property to Persimmon Park Place Condominium and to the Provisions of the Unit Property Act, 25 Del. C. §2201, et seq.*, the Persimmon Park Place Condominium Council, Inc. (the “Association”) wishes to amend Article XVII of the Declaration to place certain restrictions on renting a Unit;

WHEREAS, pursuant to Article XXV, Section 25.01 of the Declaration, said Declaration may be amended by a vote of record owners holding sixty-seven percent (67%) of the undivided interest in the common elements;

WHEREAS, in accordance with the authority and process established in Article XXV of the Declaration, at a special meeting of the record owners of the Association duly noticed and held with a quorum present in person or by proxy on April 10, 2021, not less than sixty-seven percent (67%) of the record owners of the Association voted to affirm and consent to amend the Declaration as hereinafter set forth;

WHEREAS, certain amendments to the Declaration have been proposed and have been approved in accordance with the terms and conditions of Article XXV of the Declaration, and affirmed in the Certification attached hereto as Exhibit A, by and through its undersigned officers who have caused this instrument to be signed and recorded among the aforesaid land records to amend the Declaration as set forth below; and

NOW, THEREFORE the Association’s Declaration is hereby amended as follows:

1. Article XVII of the Declaration is amended by adding the following Section 17.02:

“Section 17.02. Leasing/Lease Agreements

All lease agreements shall be in writing and submitted to the Council within seven (7) days of the execution of the lease. The minimum term of

all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject in all respects to the condominium documents including, but not limited to, this Declaration, the Code of Regulations and the Rules and Regulations, as same may be amended from time to time.

The Unit Owner shall give the tenant copies of the Declaration, Code of Regulations, and any duly adopted Rules and Regulations. The tenant's use of the property shall be subject to the provisions thereof whether such documents have been provided to the tenant. Failure of tenant to fully comply with the provisions of the condominium documents shall constitute a material default under the lease agreement and shall be grounds for termination of the lease and eviction from the Unit.

Council reserves the right to conduct a brief interview with a potential tenant to ensure the tenant is familiar with their obligations pursuant to the condominium documents. Unit Owner's shall also ensure their tenants execute a copy of the association's Standard Lease Addendum. If a Unit is leased or if a lease is renewed without the Standard Lease Addendum, the Unit Owner shall be subject to enforcement action by the association including, without limitation, assessment of fines in accordance with Delaware law and the condominium documents.

Subject to the provisions of this Section, at no time shall more than five (5) Units be owned or controlled, directly or indirectly, by the same person, entity, or otherwise and at no time shall more than forty percent (40%) of the Units be leased. When a Unit Owner wishes to lease his/her Unit, the Unit Owner must submit a written request to Council for permission to lease the Unit. Council may grant permission if fewer than forty percent (40%) of the Units are leased at the time. If forty percent (40%) or more of the Units are leased at the time, Council shall not grant permission unless Council, in its sole discretion, determines that granting permission to the Unit Owner is necessary to prevent an unreasonable hardship to the Unit Owner. The Unit Owner must provide such information as Council may require to decide whether to make an exception to prevent such an unreasonable hardship.

Current Unit Owners who lease their Units at the time this Section is adopted will be grandfathered and allowed to continue leasing their Units so long as the Unit Owner registers the leasehold with the Council each year and provides the Standard Lease Addendum each year. The grandfather status of any Unit shall automatically expire if at any time the Unit is not subject to a written lease for any period equaling sixty (60) consecutive days.

At any time when forty percent (40%) or more of the Units are leased, any Unit Owner wishing to lease his/her Unit shall register with Council, and shall have his/her name placed on a waiting list, based on the order in which the Unit Owner registers their leasing requests with Council, with the most recent request placed at the bottom of the list. A Unit Owner whose name reaches the top of the waiting list shall be permitted to lease his/her Unit, at such time when fewer than forty percent (40%) of the Units are leased. Council shall have the authority to establish procedures for notifying a Unit Owner whose name is on the waiting list of an opportunity for the Unit Owner to lease his/her Unit, and shall have the authority to prescribe a reasonable time limit during which such Unit Owner whose name has reached the top of the waiting list shall have to lease his/her Unit, after which time limit, the Unit Owner's opportunity to lease shall be forfeited, and the next Unit Owner on the waiting list shall be given the opportunity to lease his/her Unit.

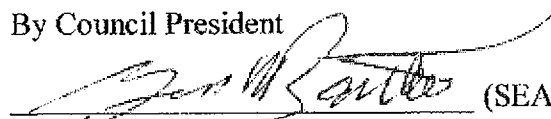
Council may adopt additional rules and regulations as necessary to govern and administer the leasing of Units.”

Except as herein expressly modified, the Declaration is hereby ratified, confirmed, and republished.

IN WITNESS WHEREOF, Persimmon Park Place Condominium Council, Inc. has caused these presents to be signed and sealed by its President and attested by its Secretary on this 10th day of April A.D. 2021.

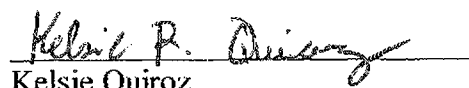
**PERSIMMON PARK PLACE
CONDOMINIUM COUNCIL, INC.**

By Council President

 (SEAL)
George Bartlett

ATTEST:

By Council Secretary

 (SEAL)
Kelsie Quiroz

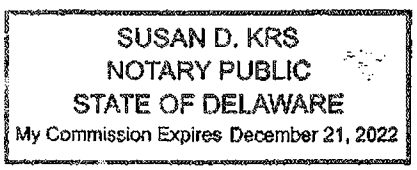
STATE OF DELAWARE :
: ss.
COUNTY OF KENT :

BE IT REMEMBERED, that on this 10th, day of April, A.D. 2021, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, George Bartlett, President and Kelsie Quiroz, Secretary of Persimmon Park Place Condominium, Inc., party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and Deed, and the act and Deed of the said association; that the signature of the President and Secretary are their own proper handwriting; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the governing Council.

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

Susan D. Krs
Notary Public

SUSAN D KRS
Type or Print Name of Notary



Commission Expires: Dec 21, 2022.

Exhibit "A"

**CERTIFICATION BY PERSIMMON PARK PLACE CONDOMINIUM COUNCIL, INC.
PERTAINING TO THE ADOPTION OF
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM**

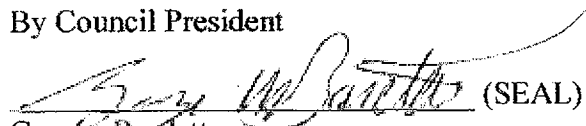
The PERSIMMON PARK PLACE CONDOMINIUM COUNCIL, INC., (the "Association") by and through its President, does hereby make this **CERTIFICATION**, which is made and kept in the regular course of business of the Council, as a regular practice of the Council to make this Certification, and as a regularly maintained business record, to certify that an amendment to the *Declaration of Condominium* made November 6, 1987, and recorded in the Office of the Recorder of Deeds, in and for Kent County, State of Delaware (the "Recorder's Office") at Book 44, Page 87 *et seq.*, (the "Declaration"), has been approved by not less than sixty-seven percent (67%) of the record owners of the Association.

I, George Bartlett, President of the Council of the Association hereby certify that the Declaration has been amended pursuant to a vote of record owners holding sixty-seven percent (67%) of the undivided interest in the common elements. Pursuant to the authority and process established in Article XXV, Section 25.01 of the Declaration, said Declaration may be amended by a vote of record owners holding sixty-seven percent (67%) of the undivided interest in the common elements. In accordance with said authority and process, at a special meeting of the Association duly noticed and held with a quorum present in person or by proxy on April 10, 2021, not less than sixty-seven percent (67%) of the record owners in the Association voted to affirm and consent to amend the Declaration.

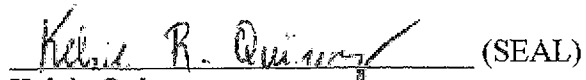
IN WITNESS WHEREOF, Persimmon Park Place Condominium Council, Inc., has caused these presents to be signed and sealed by its President and attested by its Secretary on this 10th day of April A.D. 2021.

**PERSIMMON PARK PLACE
CONDOMINIUM COUNCIL, INC.**

By Council President

 (SEAL)
George Bartlett

ATTEST:
By Council Secretary

 (SEAL)
Kelsie Quiroz

STATE OF DELAWARE :
 :
 COUNTY OF KENT :

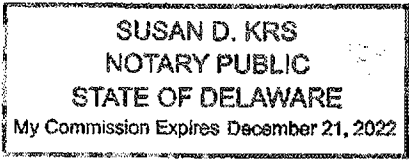
SS.

BE IT REMEMBERED, that on this 10th, day of April, A.D. 2021, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, George Bartlett, President and Kelsie Quiroz, Secretary of Persimmon Park Place Condominium, Inc., party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and Deed, and the act and Deed of the said association; that the signature of the President and Secretary are their own proper handwriting; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by the governing Council.

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

Susan D. Krs

Notary Public



SUSAN D. KRS

Type or Print Name of Notary

Commission Expires: *Dec 21, 2022.*

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