

HANDBOOK



# THIS IS SHARPLEY



A DEED-RESTRICTED COMMUNITY

MARCH 2018

# **This is Sharpley 2018**

A Deed Restricted Community

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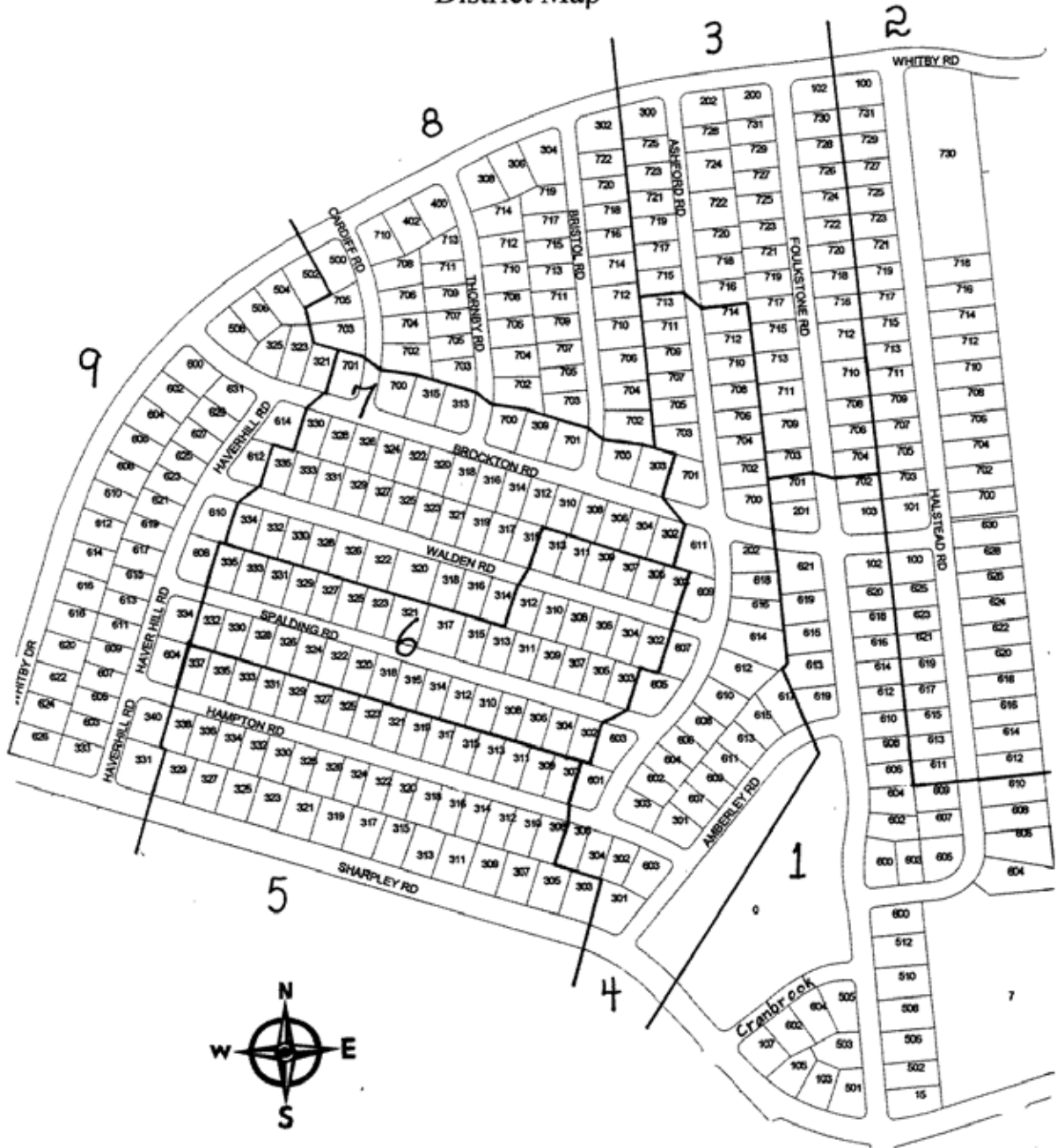
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[www.sharpleycivic.org](http://www.sharpleycivic.org)

# Sharpley Civic Association District Map



## SHARPLEY CIVIC ASSOCIATION DEED RESTRICTIONS

The lands and premises herein described, but excluding that portion thereof known as “parcel A” of block R upon plat of section 1 of “Sharpley” as recorded in the office of the Recorder of Deeds, & c., in and for New Castle County and State of Delaware which has been heretofore conveyed by the party of the first part to the Catholic Foundation of the Diocese of Wilmington, known as “Sharpley” are conveyed subject to the following limitations, reservations, restrictions and conditions, during the term or terms hereinafter mentioned, which limitations, reservations, restrictions and conditions should be recited or referred to in every conveyance or conveyances of said land or any portion thereof during such time as they or any part of them shall continue.

Block letters and lot numbers as used herein refer to Block letters and Lot numbers as they appear on plots of “Sharpley” recorded in the office of the Recorder of Deeds, &c., in and for New Castle County and State of Delaware.

1. The lots, with the exception of Block R and except as hereinafter provide, shall be used for private residential purposes only, and no buildings of any kind shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences, each house being detached and being designed for occupancy by a single family, together with a private garage for the exclusive use of the respective owner or occupant of the plot upon which each garage is erected.

2. Buildings to be used for schools, churches, libraries or for recreational, educational, religious or philanthropic purposes may be erected and maintained in locations approved by said Woodlawn Trustees, Incorporated, provided the design of such buildings be approved by said Woodlawn Trustees, Incorporated, and further provided there has been filed in the office of the Recorder of Deeds, in and for New Castle County, an Indenture or other Instrument of Writing executed by the said Woodlawn Trustees, Incorporated, approving the location, design and limiting the uses to which such buildings may be put.

3. No trade or business other than such as are above enumerated, nor any building designed or intended for such purpose or for industrial or manufacturing purposes, or for any dangerous or offensive trade or business whatsoever, shall be erected, permitted, maintained or operated on any of the land included in said tract; neither shall any nuisance, dangerous or offensive things, condition, trade or business whatsoever be permitted or maintained upon any of the said lands, nor any live poultry, pigeons, hogs, cattle, or other livestock be kept thereon.

4. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until plans and specifications, plot plan and grading plan, or satisfactory information shall have been submitted to and approved in writing by said Woodlawn Trustees, Incorporated. The said Woodlawn Trustees, Incorporated, shall have the right to refuse to approve any such plans or specifications which in its opinion are not suitable or desirable; and in so passing upon such plans and specifications the said Woodlawn Trustees, Incorporated, may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built, to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring properties.

There shall not be erected or permitted upon any of the lands or roadways within the boundaries of the land hereby conveyed any signs, notices or advertising matter of any description unless the written consent of Woodlawn Trustees, Incorporated, its successors or assigns, has been first obtained.

5. No building or part thereof shall be erected or maintained on any of said lots nearer to the front street or the side street than the set back line shown on said plots, excepting that steps, bay windows, open porches and other projections appurtenant to the front of a building may extend beyond the front set back line subject to the limitations that no projection other than open porches, and door steps and hand rails connected with such steps shall, except in its roof, extend more than four feet beyond the front set back line, nor exceed in any horizontal section, except in the horizontal section of its roof, forty square feet, and that no open porch shall, except in its roof, extend more than ten feet beyond such front set back line. No hedge shall be planted within eighteen inches of any front street line or side street line.

6. Open side yards extending the full depth of the lot shall be left on both sides of every residence. The aggregate width of such side yards shall not be less than thirty percent of the width of the lot measured on the front set back line thereof. The minimum width of such side yard to be left on either side shall be twelve feet. No building or structure or any part thereof (detached private garage excepted) shall encroach on any side yards.

7. Detached private garages may, with the approval of said Woodlawn Trustees, Incorporated, encroach upon said side yards, but shall not be erected or maintained within four feet of any side lot line. However, this clause shall not in any way be construed to alter the setback requirements provided for lots having side yards abutting on one or more streets. The said Woodlawn Trustees, Incorporated, its successors or assigns, shall in all cases have the right to determine which is the front, side and rear lines of any lot.

8. Easements and rights of way in and over certain lots within the boundaries of the land hereby conveyed are hereby expressly reserved as follows:

- (a) In and over the rear five feet of each lot in Blocks A, B, D, E, F, G, H, K, L, M, N, O, P, Q.
- (b) In and over the rear ten feet of each lot in Block J and rear ten feet of Block R.
- (c) In and over the side yard of Lot No. 19, Block G, for a distance of five feet Westerly from the easterly side property line.
- (d) In and over the side yard of Lot No. 20, Block G, for a distance of five feet Easterly from the Westerly side property line.
- (e) In and over the five feet adjacent to both the Easterly and Westerly side property lines of Lot No. 2, Block K.
- (f) In and over the side yard of Lot No. 2, Block K, for a distance of five feet Northerly from the Southerly side property line.
- (g) In and over the side yard of Lot No. 7, Block L, for a distance of five feet Northerly from the Southerly side property line.
- (h) In and over the side yard of Lot No. 6, Block L, for a distance of five feet Southerly from the Northerly side property line.
- (i) In and over the side yards of Lots Nos. 2 and 11, Block M, for a distance of five feet Northerly from the Southerly side property lines.
- (j) In and over the side yards of Lots Nos. 2 and 14, Block N, for a distance of five feet Northerly from the Southerly side property lines.
- (k) In and over the side yards of Lots Nos. 2 and 16, Block O, for a distance of five feet Northerly from the Southerly side property lines.
- (l) In and over the side yards for a distance of four feet on each side of property lines dividing: Lots Nos. 24 and 25 in Block A; Lots Nos. 11 and 12, 30 and 31, 36 and 37 in Block B; Lots Nos. 14 and 15, 34 and 35 in Block D; Lots Nos. 16 and 17 in Block E; Lots Nos. 6 and 7, 11 and 12 in Block G; Lots Nos. 2 and 3 in Block P
- (m) In and over the side yards of Lots Nos. 6 and 7 and Lots Nos. 18 and 19, Block K, for a distance of seven feet Southerly from the Northerly property line of Lot No. 6; for a distance of three feet Northerly from the Southerly property line of Lot No. 7; for a distance of three feet southerly from the Northerly property line of Lot No. 18; and for a distance of seven feet Northerly from the southerly property line of Lot No. 19.

Easements and rights of way are also expressly reserved in and over the land indicated as reservation on such recorded plots.

Such easements and rights-of-way shall be used for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits, and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes. For the construction and maintenance of storm water drains, land drains, public and private sewers, pipe lines for supplying gas, water and heat, and for any other public or quasi-public utility or function conducted, maintained, furnished or performed by or in any method above or beneath the surface of the ground, and the said Woodlawn Trustees, Incorporated, shall have the right to enter upon said reserved strips of land for any purposes for which said easements and rights of way are reserved, including the right to trim and keep trimmed in a workmanlike manner all trees and growing things, within said easements and rights of way so as to provide proper clearance for the safety of operation and maintenance of the aforesaid facilities.

9. All construction, building and plumbing work must be performed in accordance with the applicable existing construction, building and plumbing regulations and be subject to inspection and approval by properly authorized inspectors.

10. Abutting property owners are to be solely responsible for grading, seeding, care and maintenance of ground between the curb and property line and also for the maintenance and care of the sidewalk, curb and trees.

11. All the above recited conditions and restrictions shall be binding upon the said Woodlawn Trustees, Incorporated, its successors and assigns, until the first day of January, A.D. 1976, and shall automatically continue thereafter for periods of ten years each unless and so far as at least two years before the first day of January, A.D. 1976, or two years before the expiration of any subsequent period of ten years, as aforesaid, the owners of sixty per centum of the frontage of each street as shown on said plots shall execute and acknowledge a declaration or declarations releasing, after such period or periods, all or any part of the land affected by any of the several restrictions contained in this deed from any or all of them, and record the same in the office of the Recorder of Deeds, &c., in and for New Castle County and State of Delaware.

## SHARPLEY CIVIC ASSOCIATION BOARD OF DIRECTORS POLICY

1. **Purpose:** The Deed and Agreement Between Woodlawn Trustees, Incorporated And Reuben Satterthwaite, Jr. Containing Restrictions, Covenants, Conditions, Etc. Relating to Sharply (the Deed Restrictions) dated October 15, 1956, and assigned to the Sharpley Civic Association (the Association) on September 22, 1972 requires that the Association enforce the various restrictions, covenants, and conditions of the Deed Restrictions, and that certain changes to private property be submitted to the Association for approval. The Association's Board of Directors publishes these policies and guidelines in order to establish procedures to administer and enforce the Deed Restrictions, to notify the community of those procedures, and to ensure their fair and consistent application and enforcement. Although the Association has no authority to enforce any other building code and regulations, the New Castle County Unified Development Code (the NCCo Code) is cited in this document because its provisions and those of the Deed Restrictions are so closely related in many matters affecting Sharpley.
2. **Zoning:** The homes in Sharpley are zoned NC 10 (single family 10,000 sq ft).
3. **Procedures for Requesting Exterior Changes or Additions to Sharpley Properties:** Paragraph 4 of the Deed Restrictions requires that all alterations, additions, appurtenances, fences, walls or other structures (any exterior modifications) erected on the property or to the exterior of the home **MUST** be approved by the Sharpley Civic Association. Included in all deeds is a covenant that requires all residents to submit plans and specifications or satisfactory information to the Association for review and approval. In reviewing such proposals, the Association may take into consideration the suitability of the changes and materials to be used, the harmony of the proposal with the surrounding area and the effect the proposal will have on the appearance to the adjacent and surrounding area. For any such proposal, the following procedures **MUST** be followed:
  - a. The homeowner must prepare a clear and complete description of proposed changes or additions, including the materials to be used. This shall include:
    - i. A hand written or typed letter containing:
      1. A description of the proposal,
      2. A statement indicating that the plans or proposals have been reviewed and approved (or disapproved) with the neighbors listed below, and
      3. The written or typed names of the adjacent or abutting neighbors with spaces for their signatures and for their approval or disapproval of the proposal.
    - ii. A drawing (not required to be to scale) of the addition or alteration showing its planned location on the property. The drawing must clearly show the Sharpley Deed Restriction setback distances affected by the proposed changes or additions. (See paragraph 4.d, below.)
  - b. The above shall be submitted to all adjacent and abutting neighbors for their review. The resident shall obtain each neighbor's approval or disapproval. If any neighbor is unavailable or refuses to sign, the letter must so state.
  - c. The proposal/plans along with the evidence of the neighbors' review shall be submitted to the Association via the Deed Chairperson. Check the most recent Sharpley Newsletter for that person's address and telephone number.
  - d. The Association shall not approve any proposal that does not meet the criteria of paragraphs 3.a-c, above.
  - e. When considering whether to approve or disapprove a proposal the Association shall give due consideration to the neighbor's approval or disapproval, but shall only be bound by the Sharpley Deed Restrictions and these policy guidelines.
  - f. Construction shall not begin until the Association's written notice of approval is delivered to the homeowner.
  - g. Approval by the Sharpley Civic Association does not mean that the proposal meets the requirements of New Castle County's Unified Development Code, or any other county or state laws, regulations or licenses.
4. **Policy and Guidelines Pertaining to External Property Changes**
  - a. **Detached buildings**, including outbuildings, garages or storage sheds, **shall not** be approved.
  - b. **Fences:** The Association discourages fence construction, but realizes that many people need fences in order to protect small children or pets. The Board will, therefore, consider requests that meet the following criteria:

- i. Fences shall not exceed 48” in height, except that posts may extend up to 12” above the top of the fence. Fences with scalloped or otherwise uneven tops shall be measured from the highest point between posts.
- ii. **Split rail fences** are recommended. Vinyl coated wire may be attached to the inside of the fence to prevent small children and pets from wandering.
- iii. **Picket Fences**
  - 1. Pickets shall not be more than 5 ½” in width.
  - 2. Space between pickets shall be not less than 2 ½” and not more than 3 ½” in width.
- iv. **Front Yard Fences Shall Not Be Approved:** Fences that extend in front of the midline of either side of a home shall not be approved.
- v. Fences on corner lots shall not be approved if, on the section facing the side street, the fence extends toward the street beyond the front edge of the adjacent home facing that street.
- vi. **Privacy fences and chain link fences** shall not be approved, except as described in paragraph 4.b.vii and 4.b.viii, below.
- vii. **Exception to Fence Restrictions:** Homeowners of those properties bordering commercial or school property and for those properties only, the Association will consider proposals for privacy fences provided that:
  - 1. All the requirements of paragraph 3 above are met,
  - 2. The proposed privacy fence is to be constructed only along the edge of the property adjacent to commercial property, and
  - 3. The proposed privacy fence meets all NCCo Code requirements for residential fences.
- viii. **Privacy Screens:** There have been some instances where residents have requested the use of higher fencing material to complement privacy landscaping. The Sharpley Civic Association Board of Directors has adopted the following guideline for the use of this material so that these privacy screens do not become defacto fences. Wooden fence sections may be utilized as a privacy screen provided they meet all of the following requirements:
  - 1. The sections are no more than six (6) feet tall
  - 2. The sections are no more than seven (7) feet long
  - 3. Each side of the fence section shall be identical in design and color (i.e., no “bad sides”)
  - 4. There is an open interval of at least two (2) feet between the two adjacent sections
  - 5. No more than four (4) sections can be used on a property.
  - 6. Sections shall only be used in a straight line and shall not be used to create a corner.
  - 7. The proposed fencing meets all NCCo Code requirements for residential fences
  - 8. All of the requirements of Paragraph 3 (including all subsections) above are met
  - 9. Approval has been provided by the Sharpley Civic Association Board of Directors in accordance with the established policies
- c. **Swimming Pools:** Above ground swimming pools shall not be approved.
- d. **Setback requirements** set forth in paragraph 6 of the Sharpley Deed Restrictions are more restrictive than those contained in the NCCo Code. The Code states that more restrictive setback requirements contained in deed restrictions take priority over those contained in the Code.
  - i. Construction requests that do not comply with Sharpley setback requirements shall not be approved.
  - ii. Construction that violates any setback requirement or violates any governmental/utility easement or regulation could operate as impediment to transferring or refinancing your property.
- e. **Easements:** Paragraph 8 of the Deed Restrictions discusses the locations and purposes of easements within Sharpley.
  - i. No structure that encroached on an easement except fences will be approved.
  - ii. The Association and its contractors and utility providers and their contractors may enter upon the easements at any time to conduct necessary work cited in the Deed Restrictions. They have the right to remove or alter any plant, tree, or structure on the easement that is an impediment to their work.
- f. The board may negotiate deviations from these policies for persons with disabilities, or for lots with non-standard layouts that cannot comply with certain policies.



5. **Conditions Which May Violate Deed Restrictions:** In addition to its more specific restrictions, paragraph 3 of the Deed Restrictions states "... neither shall any nuisance, dangerous or offensive things, condition, trade or business whatsoever be permitted or maintained upon any of the said lands..." The following policies shall be enforced by the Association:
  - a. Homes and structures shall be maintained in a good state of repair.
  - b. No commercial vehicle shall be parked on any street or driveway except at an active worksite.
  - c. Parking is permitted only on streets, on paved driveways or in garages.
  - d. Inoperable or unregistered vehicles shall only be parked in a garage.
  - e. Boats, trailers and recreational vehicles, as defined in the New Castle County Code, Chapter 7 (Land Use Code), Section 202, shall not be stored or parked in the open on any driveway or yard in Sharpley. Recreational vehicles may be parked on the street in front of the owner's or host's home for up to two weeks, provided that the vehicle owner obtains a permit required by New Castle County Code, Chapter 7, Section 302, Paragraph 8.5.
  - f. No signs shall be erected without Association approval. Exceptions are real estate signs where property is for sale and contractor signs at active work sites.
  - g. **Hedges:** Paragraph 5 of the Deed Restrictions prohibits hedges within 18" of a front or side street line. This is the property line on the street side of your property. In effect it means that hedges cannot be planted within 18" of your sidewalk.
  - h. **Trash and Debris**
    - i. Residents must ensure that trash and debris stored or placed for pick-up does not become an eyesore or spill from its containers and litter the neighborhood.
    - ii. Trash containers must be constructed for that purpose and be equipped with a lid.
    - iii. Trash containers must be stored in an area not visible from the street.
    - iv. Trash containers and debris must be moved to the curb no earlier than the evening before trash pick-up and removed from the curb by the end of pick-up day.
    - v. Debris may not be stored outdoors.
    - vi. Debris must be placed in trash containers, or bound or bagged in a manner prescribed by the garbage contractor.
  
6. **Enforcement:** Failure to comply with the Deed Restrictions and with these guidelines will lead to legal action to enforce compliance. Enforcement action in the form of a civil suit may be instituted either by the Association or by any Sharpley property owner acting independently.
  
7. **Common Areas Between Streets and Property Lines:** Most street rights-of-way in Sharpley are 55' wide, including the streets, curbs, sidewalks and the grassy areas and trees between the curbs and sidewalks. Paragraph 10 of the Deed Restrictions requires homeowners to maintain the area between the street and their property line, including the curb, sidewalk, trees and grass.
  - a. Street trees are pruned, and if necessary removed and replanted by the Association within our budget restrictions. No street trees may be pruned, removed, or planted without the prior approval of the Civic Association Board. Contact your District Representative if you have any questions, or to report the need for either routine or emergency tree maintenance.
  - b. Keep street trees and grass watered, especially during drought. Because street trees are partially surrounded by pavement, they are more liable to succumb to disease or drought if not properly watered and fertilized. Not only is tree replacement very expensive, it takes decades for new trees to grow large enough to restore the beauty of a mature tree.
  - c. **Visibility at corners:** The NCCo Code requires that on any corner lot, there shall be no building, structure, shrubbery or planting that can block street traffic visibility within the triangle formed at the intersection. Measuring 25 feet back along the property lines from the intersection of the two property lines forms the triangle.
  - d. **Responsibility to Keep Trees and Shrubs Trimmed:** The NCCo Code requires that it shall be the duty of the owner or occupant of a residentially zoned property to keep shrubbery trimmed so that it does not encroach upon or extend beyond the line of any sidewalk and to trim trees so that no branch extends below a height of seven feet above the width of any sidewalk.
  
8. **Snow Plowing**
  - a. The Association shall contract for snow removal for the streets within Sharpley.

- b. Homeowners or occupants are responsible for removing snow from their driveways and sidewalks.
9. **New Castle County Code Violations:** While the Association does not have the authority to take legal action against violators of the Code, it will report all violations to the NCCo Office of Code Enforcement. Examples of the most common Code violations include:
- a. Miscellaneous property maintenance violations.
  - b. High weeds and grass.
  - c. Unregistered/inoperable motor vehicles.
  - d. Improperly stored trash.
  - e. Stored debris.
  - f. Parking on grass.
  - g. Restricted or prohibited signs.
  - h. Building without permits.
  - i. Unauthorized home-based business.
  - j. Vacant or unsecured homes.
10. **Advice to Homeowners**
- a. **Survey Your Property:** To ensure that you do not inadvertently violate setback and easement requirements, the Association recommends that you have a survey conducted before you begin any kind of construction.
  - b. **Before you dig:** Before you or your contractor begins construction or planting, you must first check the location of underground utility lines or cables. If you or your contractor hit any of these lines, the results can be costly to you – and dangerous to everyone. Call the **Underground Line Locating Service at 1 (800) 282-8555**.
  - c. Homeowners are responsible for maintaining the backsides of fences approved by the Association. This includes mowing, trimming, painting and cleaning. When you plan your construction, leave enough room between the fence and your property line to enable you to maintain the fence without infringing on your neighbor's property.
  - d. When you sell your property make certain that real estate agents and prospective buyers are aware of the Sharpley Deed Restrictions.
11. Sharpley is an attractive neighborhood and a very desirable place to live and raise a family, but its safety, livability, and property value can be affected by the thoughtless conduct of only a few people. The Association invites you to help us keep Sharpley a great place to live.

## **BOARD OF DIRECTORS POLICY AND PROCEDURE FOR ENFORCEMENT OF DEED RESTRICTIONS (Board approved February 11, 2018)**

### **1. Description of Board Responsibility under Bylaws and Sharpley Handbook**

As described on page 6 of this Handbook (*This is Sharpley: A Deed-Restricted Community*), it is the responsibility of the Sharpley Board of Directors to enforce the deed restrictions contained in the original Deed and Agreement between Woodlawn Trustees, Inc. and the developer of Sharpley- Reuben Satterthwaite, Jr. signed in October 1956. Board efforts to educate homeowners on the deed restrictions themselves, and the process to use when applying for additions or changes to an individual property are central to the established policy. In situations involving disagreement between the Board and a homeowner over a proposed change or an actual change that is viewed by the Board as a violation of the deed restrictions, the Board can serve notice to the homeowner that legal action may be taken to resolve the situation.

Over the years, both informal and formal/legal actions have been initiated by the Board to resolve specific cases of violation of the deed restrictions. The Board has worked with homeowners to modify fencing and structures in violation of the deed restrictions. Similarly, the Board has worked with homeowners to address violations involving parking and on-site storage of boats, trailers, recreational vehicles or storage lockers. In a limited number of cases legal action was initiated by the Board to address a specific violation. The Sharpley Civic Association has successfully defended its deed restrictions since its' incorporation and only on rare occasion has it been forced to resort to Court of Chancery. We strongly believe that the Sharpley Deed Restrictions protect both property value and the quality of life in Sharpley, and the Board will continue to defend the deed restrictions.

It is important to note that statutory action by the State of Delaware in 2007 regarding a defined procedure for Civic Associations and Homeowner Associations to follow in the matter of deed restrictions has helped the Sharpley Board of Directors refine an enforcement process around Sharpley Deed Restrictions. The state statute- 10 Del. Code §348 calls for mandatory mediation and an expedited procedure in deed restriction cases brought by Civic and Homeowner Associations in the state, as well as individual homeowners. Details of the statute and its defined procedures can be found in *This is Sharpley Handbook* on pgs. 33-39.

In the years since 2007, the Sharpley Board has initiated legal action involving Mediation for cases in which informal discussion with the homeowner had failed to resolve a specific violation of the Sharpley Deed Restrictions. As a result of legal action by the Board, violations of the Deed Restrictions were resolved through homeowner action such as re-positioning or changing a fence, or other action at owner expense.

### **2. The Deed Restrictions detailed (See Handbook, pgs. 3-5)**

### **3. Sharpley Civic Association Board of Directors Policy (See Handbook, pgs. 6-9)**

### **4. Board Policy and Procedures to Enforce our Deed Restrictions**

#### **A. Informing Sharpley homeowners**

The Board of Directors will inform the Sharpley homeowners in one or more of the following ways:

- 1) Distribution of Handbook to new owners
- 2) Distribution of updated Handbook to all homeowners
- 3) Online posting of Handbook at [www.sharpleycivic.org](http://www.sharpleycivic.org)
- 4) Periodic articles and reminders in Sharpley Newsletter
- 5) Discussion at Annual Civic Association Meeting
- 6) Informal contacts between homeowner seeking a change or addition to property and member of the Sharpley Board of Directors to explain process and answer homeowner questions.

## **B. Approval Process for Requested Changes or Additions to Sharpley Properties**

Required submission of written proposal change for Board Review and Action (Seek clarification from homeowner before action, Actions include 1.) Approve as is, 2.) Approve with modifications, or 3.) Disapprove). Checklist is shown in Handbook, pgs. 13-15, and in pdf format on website [www.sharpleycivic.org](http://www.sharpleycivic.org).

## **C. Enforcement Procedures when potential violation or actual violation is discovered**

The following steps will be followed when a potential violation or actual violation is discovered.

- 1) **Step 1 - Informal Contact with Homeowner**: Visit by Sharpley Board member with Homeowner to review project and deed restrictions.
  - a) If Homeowner agrees to alter or halt project underway (e.g. tall fence or shed), all Board members are informed and monitoring is put in place to confirm compliance.
  - b) If Homeowner disagrees or refuses to alter or halt project underway, the Board will take formal action in the next regularly scheduled meeting of the Board to move to Step 2 (Written Communication to Homeowner).
  - c) The Board may also take formal action at a regularly scheduled meeting to move to Step 2 if the Board is made aware of a recent project completed on the Homeowner's property seen as in violation of deed restrictions and for which the homeowner did not seek permission from the Board to commence the project.
  - d) In a time sensitive situation, a quorum of the Board can authorize the issuance of a letter to the Homeowner.
- 2) **Step 2 - Written Communication to Homeowner**: When specific violation of deed restrictions is discussed at the next scheduled Sharpley Board meeting the Board will vote on the motion to serve written notice of its intent to move to legal action unless the homeowner agrees in writing to alter or eliminate the project seen as in violation of deed restrictions. Notice shall be sent by certified Mail to the Homeowner.

The Board also will request in the homeowner communication a date and time at which an on-site inspection by a designated Sharpley Board member will be scheduled to confirm that compliance has occurred, thereby resolving the violation of deed restrictions.

- a) If the Homeowner refuses to alter or halt the project, or refuses to remove a completed installation in violation of the deed restrictions, as confirmed by a follow up visit by the Board or one of its representatives, the Board will take action at its next regularly scheduled meeting to move to Step 3 (Retention of Legal Counsel).
- 3) **Step 3 - Retention of Legal Counsel**: If the Homeowner refuses to come into compliance after written communication, or failure to acknowledge written correspondence, the Board has the option of retaining legal counsel to proceed with Legal action or proceeding to Step 4 (Binding Mediation).

- 4) **Step 4 - Binding Mediation**: The Board will request in writing that the homeowner agree to participate in binding mediation with the Board subject to the provisions for *Expedited Mediation* detailed under 10 DE Code §348 (See *This is Sharpley Handbook* pgs. 33-39). At this same time, the Board, with guidance from its legal counsel, will prepare a formal complaint regarding the specific deed restriction with the Court of Chancery of the State of Delaware. Filing Fee, mediation costs and the Board's Attorney's fees shall be paid by the Homeowner unless otherwise agreed at mediation.
- a) If the homeowner is agreeable to mediation, the Board will attach the Certification of Eligibility of Homeowner Association Seeking to Enforce Deed Covenant (see *This is Sharpley Handbook* pg. 37).
  - b) If the homeowner refuses to participate in mediation, the Board's formal complaint will be placed on a normal litigation track.
- 5) **Step 5 - Board Actions at the conclusion of Binding Mediation**. The Board will abide by the opinion of the mediator, unless it believes that the opinion endangers the effectiveness of Sharpley Deed Restrictions and future enforcement.
- a) If mediation under Expedited Statutory Procedure fails, the Board will consult its legal counsel on the merits of proceeding with formal litigation in Court of Chancery.
  - b) In the event the Board decides to initiate formal litigation regarding the alleged violation of Sharpley Deed Restrictions, and the Court of Chancery finds in favor of the Board, all legal fees and costs incurred by the Board for this action will be the responsibility of the named homeowner.

**CHECKLIST FOR NEW STRUCTURES OR MODIFICATION OF EXISTING STRUCTURES**  
Sharpley Civic Association

To be used by the Sharpley Civic Association Board of Directors in reviewing any request for approval of new structures or modification of existing structures in Sharpley.

**1. Background**

Homeowner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of request: \_\_\_\_\_

Date of Board action: \_\_\_\_\_

Is a quorum present? \_\_\_\_\_

Board members present:

\_\_\_\_\_

**2. Does this request fall under any of the following prohibited categories?**

- a. \_\_\_\_\_ Is this request for any purpose other than for use as a private dwelling?
- b. \_\_\_\_\_ Detached building or structure?
- c. \_\_\_\_\_ A structure, other than a fence, that encroaches on an easement?
- d. \_\_\_\_\_ Front yard fence?
- e. \_\_\_\_\_ Any side yard fence that extends toward the street beyond the midline of the house?
- f. \_\_\_\_\_ For a corner lot; a side yard fence on the side of the house nearest the corner that extends beyond the front setback line of the adjacent lot?
- g. \_\_\_\_\_ Privacy fence, other than those on Halstead and Foulkstone Roads that are adjacent to commercial or school property? (Approved December 8, 2008)
- h. \_\_\_\_\_ Chain link fence?
- i. \_\_\_\_\_ Above ground swimming pool?

**3. Does the request include?**

- a. A hand written or typed letter containing,
  - i. \_\_\_\_\_ A description of the proposal,
  - ii. \_\_\_\_\_ A statement indicating that the plans or proposals have been reviewed by all the abutting property owners, and
  - iii. \_\_\_\_\_ The written or typed names of the abutting property owners with their signatures indicating that they acknowledge receipt of a copy of the proposal?
  - iv. \_\_\_\_\_ If any of the abutting property owners are not available, has the requestor included copies of first class pre-paid letters to those property owners showing the addresses to which they were mailed?
  - v. \_\_\_\_\_ Are spaces included indicating each abutting property owner's approval or disapproval of the proposal?
  - vi. \_\_\_\_\_ A drawing showing the information required below.

**4. If this is for a modification to the home, does the request include?**

- a. \_\_\_\_\_ Plans and specifications, including floor plans and elevations,
- b. Copy of Plot plan including:
  - i. \_\_\_\_\_ Front set back line and, for corner lots, the side set back line,
  - ii. \_\_\_\_\_ Front and side street names, as applicable,
  - iii. \_\_\_\_\_ Lot boundaries,

- iv. \_\_\_\_\_ Lot easements,
- c. \_\_\_\_\_ Does the home addition extend beyond setback?
- d. \_\_\_\_\_ Do bay windows extend more than 4' beyond set back line?
- e. \_\_\_\_\_ Do open porches extend more than 10' beyond set back line?
- f. \_\_\_\_\_ Width of lot at front set back line,
- g. \_\_\_\_\_ Width of open side yards, (aggregate width not less than 30% of lot width at front set back line, minimum 12' side yards),
- h. \_\_\_\_\_ Rear set back (40' from rear boundary as per NCCo Building Code)
- i. \_\_\_\_\_ Driveway set back (2' from side boundary as per NCCo Building Code)
- j. \_\_\_\_\_ Grading plan,
- k. \_\_\_\_\_ Exterior materials,
- l. \_\_\_\_\_ Exterior color scheme,

**5. If this is for a fence, does the request include?**

- a. \_\_\_\_\_ Are all setback lines and easements described in paragraph 4 above included in this request?
- b. Description of the proposed fence including:
  - i. \_\_\_\_\_ Height between posts (max. 48"),
  - ii. \_\_\_\_\_ Height of posts (max. 58"),
  - iii. \_\_\_\_\_ Type,
    - 1. **Pool fence:** The fence must conform to the height and construction requirements of the NCCo Building Code.
    - 2. **Picket fence**
      - a. \_\_\_\_\_ Picket width (max. 5 1/2"),
      - b. \_\_\_\_\_ Space between pickets (max. 3 1/2", min. 2 1/2"),
    - 3. **Privacy fence** bordering commercial or school property, and only those properties,
      - a. \_\_\_\_\_ Is the proposed fence located only along the property line adjacent to the aforementioned properties?
      - b. \_\_\_\_\_ Height of the fence (6' max. as per NCCo Building Code)
      - c. \_\_\_\_\_ Are all setback lines and easements described in paragraph 4 above included in this request?
- c. Materials/color \_\_\_\_\_

**6. In-ground swimming pools**

- a. \_\_\_\_\_ Do construction documents submitted to the board accurately show dimensions and construction of the pool and appurtenances and properly established distances to lot lines, buildings, walks and fences, as well as details of the water supply system, drainage and water disposal systems, and all appurtenances pertaining to the swimming pool. Detailed construction documents of structures, vertical elevations and sections through the pool showing depth shall be included. (This requirement is identical to that of the NCCo Building Code.)
- b. \_\_\_\_\_ Width of lot at front set back line,
- c. \_\_\_\_\_ Width of open side yards, (aggregate width not less than 30% of lot width at front set back line, minimum 12' side yards),
- d. \_\_\_\_\_ Does any part of the pool and appurtenances extend into the open side yards?
- e. \_\_\_\_\_ Does any part of the pool and appurtenances encroach on any easement?
- f. \_\_\_\_\_ Do any parts of the pool and appurtenances planned for a corner lot extend beyond the side street setback line?
- g. \_\_\_\_\_ Does the pool and its appurtenances conform to the setback requirements of the NCCo Building Code?

7. **Exceptions:** The Board may, under special circumstances, negotiate deviations from these policies. Such circumstances could include, but are not limited to, special needs for persons with disabilities, or lots with non-standard layouts that cannot comply with certain policies. When such circumstances arise, the Board will attempt to meet the homeowner's needs with the least possible deviation from the established policies. (Board approved Nov. 10, 2008)

*Copies of this checklist are available in pdf format on our website [www.sharpleycivic.org](http://www.sharpleycivic.org).*



## SHARPLEY CIVIC ASSOCIATION

### Association Objective and Activities

Your Association was formed in 1966 to help make Sharpley a better place to live and to maintain property values. Each year the Association solicits dues from the Sharpley community in accordance with the by-laws so that we can:

- administer deed restrictions,
- contract for snow removal from our neighborhood streets,
- contract for street tree maintenance, removal and replacement,
- contract for street sign maintenance and fire hydrant painting,
- contract for speed limit signs in critical areas,
- coordinate support with other Civic Associations when faced with common problems,
- conduct liaison with select civic organizations including the Council of Civic Organizations of Brandywine Hundred, the Civic League for New Castle County and other nearby civic associations,
- research and create position papers concerning new public proposals that affect our development, e.g., use of Whitby Drive for school bus traffic,
- publish a handbook and directory containing important information about the Association and Sharpley, and
- publish a periodic community newsletter in which to communicate information regarding issues, problems, and opportunities facing the Sharpley community.

Each spring the Association Board of Directors proposes a budget and conducts the Association's Annual Meeting at which the budget is approved and officers are elected for the coming fiscal year. However, this is not the only opportunity for members of the community to make their voices heard. The District Representatives and Officers of the Board are available and can be reached by phone, email or by mail at your convenience, so do not hesitate to speak up when the need arises.

**The Board of Directors also needs your suggestions, cooperation and financial support, but more importantly, the community needs your active participation in the Association. Please volunteer your time and effort to help make Sharpley a better place to live. Contact your District Representative to find out how you can help.**

## Frequently Asked Questions about Sharpley

**1. What Sharpley District do I live in?**

Refer to the Sharpley map in the front of this book, or, if you are a Sharpley Civic Association member, look up your address under the “Address List” section of your Sharpley directory. The left hand column is your Sharpley District number.

**2. Who is my Sharpley District Representative?**

Sharpley District Representatives and their phone numbers are listed on the first page of every quarterly Sharpley Newsletter.

**3. I want to build on or remodel on my property. Who do I call?**

Check your most recent newsletter and look for the District Representative responsible for “Deed Restrictions and Architecture”. Make a copy of the Architectural Checklist in this handbook or download it from our website at [www.sharpleycivic.org](http://www.sharpleycivic.org), fill out the appropriate sections, and submit it with all required documentation to the Deed Restrictions and Architecture Representative. Incomplete requests will be returned without action. The board of directors meets on the second Monday of each month to conduct business. Submit your request early enough for the board to consider your request and respond to you before you begin construction.

**4. I have a question or problem with my street trees. Who do I call?**

Refer to the first page of the current newsletter. If you are a paid member and you have an emergency, call the person listed under “Emergency Tree Maintenance.” For all other questions call the President of the civic association.

**5. When do I have to pay dues each year?**

The association’s fiscal year runs from April 1<sup>st</sup> to March 31<sup>st</sup> each year. Dues are due and payable annually by August 1<sup>st</sup>.

**6. If I don’t pay dues and join the association, who cares?**

The association needs your support mainly to pay for snow removal and for street tree maintenance. Association members are eligible to have their street trees maintained (pruning, removal and replacement) if their dues are paid up for the last five years, or for as long as you have owned your home if you have lived here for less than five years. The association also defends our deed restrictions against infractions in Court. Legal fees are paid for out of your dues. The deed restrictions, the condition of our streets and the beauty of our trees affect the value of our homes. We are a community that cares about keeping Sharpley one of the best neighborhoods in Brandywine Hundred. Do your part to keep Sharpley beautiful.

**7. How can I volunteer to help the association?**

If you are interested in volunteering to work with the civic association just call the president. We always need enthusiastic volunteers.

**8. Can I put a shed on my property?**

All types of sheds and outbuildings are prohibited in Sharpley. This includes, but is not limited, to, such things as detached garages, sheds, and playhouses on permanent foundations. Small playhouses without foundations may be permitted, but require approval of the Sharpley Board of Directors. Use the procedures outlined in question 3 above to request approval for a non-permanent playhouse.

**9. Can I put a fence around my property?**

Certain kinds of fences are permitted. Refer to paragraph 4.b. of Sharpley Civic Association Board of Directors Policy and Guidelines in this handbook for restrictions and procedures you must follow. The civic association must approve every fence in Sharpley. Failure to follow request procedures and get approval could expose you to legal action. Use the procedures outlined in question 3 above to request approval for a fence.

**10. Can I install a swimming pool on my property?**

In ground swimming pools that meet Sharpley requirements may be approved. Requests must be submitted in accordance with Sharpley Civic Association Policy and Guidelines in this handbook. Civic association board approval is required before construction can begin. Above ground pools will not be approved. Use the procedures outlined in question 3 above to request approval for an in-ground pool.

**11. I want to make changes to the external appearance of my home. What must I do before beginning?**

Before beginning construction, fill out the applicable sections of the Architectural Checklist and submit it to the civic association for approval. Page 1 of the association newsletter lists a District Representative responsible for “Deed Restrictions and Architecture”. Contact that person for assistance with the checklist and any questions you may have. That representative will also see that your request is properly submitted to the board and that prompt action is taken.

**12. How do I file a property code violation complaint?**

Anyone can file a property code violation by calling New Castle County Code Enforcement at 395-5555. Inspectors will check the violation and, if necessary, cite the offender. Your name will be kept private.

**13. Where can I park my boat or RV?**

Boats and RVs may only be parked inside a garage. Parking is not permitted on the street, in the driveway or in the front or back yard of your home. NCCo grants permits to park RVs on residential streets for up to two weeks. If such a permit is granted to a homeowner, the association will allow that person to park an RV on the street in front of their home for the specified time only.

**14. How does the association enforce deed restrictions and policies?**

Diplomacy is always the best way to resolve a deed restriction dispute, but in the rare circumstance requiring legal action, the association may file suit in Chancery court. Individual residents also have the right to file suit if they believe that any deed restrictions are being violated. House Bill 454 signed into law by Governor Minner in 2006 created a mediation process that can be used to resolve deed restriction disputes before the parties resort to court action. It also seeks to reduce the time necessary to resolve such disputes and stipulates that the loser in court pays all fees.

## A HISTORY OF SHARPLEY

The deed that created the Sharpley subdivision was recorded in October 1956. However the area roads that helped to define it were developed two centuries earlier, as connectors for two historic communities. One was Rockland village on the Brandywine River, which became an active industrial center, and the other was Talleyville, which became a meeting hub for the many farms along the Concord Pike.

About three years prior to Eleuthere duPont's 1802 start-up of his gunpowder mills on the Brandywine, William Young had already started making paper upstream at Rockland. Young was a Scottish entrepreneur who had opened a paper shop in Philadelphia, close to Independence Hall. He sold the shop in 1801 and devoted all of his resources to the paper mill. By 1825, he had acquired some 700 acres around Rockland village, erected a small stone church for his employees overlooking the river, and then built an impressive mansion on Black Gates Road.<sup>1</sup>

The commerce brought by the mills led to the construction of many local roads which would connect Rockland to the "Wilmington-Great Valley Turnpike", a major toll road that came under new ownership in 1811 as the Concord Turnpike. Since the Brandywine's steep, rocky descent was not easily navigable downstream of Rockland, horse drawn wagons became the only practical means of getting products to market until railroads appeared later in the century. The area roads that we travel today were also well used by duPont, Young and others. It may be hard to imagine but the Wilmington-Talleyville corridor of the Concord Pike was just as busy in 1825, at least in a relative sense, as it is today. The vehicles just moved slower and made less noise!

On today's maps, those roads are Rockland, Mount Lebanon, and Sharpley. Also important was Black Gates Road, which linked the three together, although its location was a little different at the time. It ran *behind* Young's large stone mansion, called *Ellerslie*, which still stands at 507 Black Gates Road. What now appears as the front door of the house was originally its rear entrance!<sup>2</sup> The white stone pillars that stand at the end of Black Gates Road, at the intersection with Rockland Road, were indeed black at the time. They, and the small guardhouses next to them, secured the road down to duPont family homes and their Louviers gunpowder mills.

The lands between Rockland and the Concord Pike that now contain neighborhoods and golf courses were owned by about a dozen farmers by 1870. Based on a map of the time, there also appeared to be about as many farms across the Pike between Talleyville and what is now Fairfax. One of those farms was owned by William Sharpley, descended from one of the oldest families in the Brandywine Hundred. His farm, which today would occupy much of Fairfax Shopping Center and the developments behind it, gave name to Sharpley Road and, in 1956, our community.

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<sup>1</sup> The foundation of the Rockland Presbyterian Church can be found on a hill overlooking Mount Lebanon Road. It is near a Delmarva substation, about two tenths of a mile down from Mount Lebanon Church. Photographs of it are available at Hagley Museum and Library.

<sup>2</sup> Taken from "The Story of William Young and Rockland," Pamphlet F163.1 Y78 B31, located at the Delaware Historical Society, 505 Market St, Wilmington.

Unfortunately, there is no definitive biography of William Sharpley or of others that owned the farm before him. Like so many of the founding families in the Brandywine Hundred, familiar names like Weldin, Talley, Grubb, and Carr, one must uncover their histories in church records, letters and family bibles passed on to descendants. Some still live in the area but others have moved on. Their legacies, like that of the Sharpleys, are the roads that once connected their farms.

The earliest record of the Sharpley family in Delaware dates to 1691. It was then that Adam Sharpley's daughter, Rachel, married Thomas Pierson, a surveyor who worked for William Penn. It was a Quaker ceremony held near Shellpot Creek, possibly at the Newark Union Church near Shipley Road and Baynard Boulevard. Many members of the Sharpley family rest in its graveyard, one of the oldest in Northern Delaware.

Fortunately there is one Delaware history book that does provide some insights about the Sharpley family and life in the local area. It is entitled Neighbors of the Wilmington - Great Valley Turnpike<sup>3</sup> and it contains a collection of family stories, genealogies and photographs of 19<sup>th</sup> century life along Concord Pike. From it one can glean that the Sharpleys were a large and prominent family who were active in the Talleyville grange, area churches and other local organizations.

One of the more interesting stories from this book is that of *Sharpley I*, a one-room schoolhouse that dated to about 1850 and was located where Aldersgate Church stands today. In all likelihood, it was built on land provided by the Sharpley family. It's hard to believe but, at the time, *Sharpley I* was the only school between the Wilmington City limits and Naaman's Road. It was quite primitive, lacked a well and indoor plumbing, but served the need. In time, Alfred I. duPont would become its chief benefactor and eventually funded a new schoolhouse that came to be known as *Sharpley II*. As the region grew in population in the 20<sup>th</sup> century, duPont purchased land further north in Talleyville for a much larger school that would accordingly bear his name. Many of you may remember the school before it gave way to a shopping center at the north end of Whitby Road. The baseball fields behind the center are a reminder of the activities that once took place after school.

An interesting photograph from the book shows William Sharpley's prominent farmhouse. A white picket fence separates it from the turnpike and open fields surround it. In all likelihood, the farmlands behind the house would have provided an open vista clear to Foulk Road.

As noted, although our community takes its name from Sharpley Road and the Sharpley family, its formation can be credited to one man who lived in a very different world from the farmers of Brandywine Hundred. He was a wealthy industrialist from Wilmington by the name of William Poole Bancroft. In 1901, he created the Woodlawn Company, a corporation whose mission was to protect and preserve the natural environment of the lower Brandywine Valley, and do it in a way that provided well planned housing and responsible property development.

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<sup>3</sup> Written by Barbara McEwing, 1978. Non circulating copy available for review at the Historical Society of Delaware, 505 Market Street, Wilmington.

His vision was a response to the sprawling development and industrial ravage that threatened Wilmington in the last half of the 19<sup>th</sup> century.

Woodlawn became the developer of Alapocas Woods, Woodbrook, Edenridge, Tavistock and Sharpley. Each neighborhood was a model for community planning that integrated parkland into attractive, sustainable neighborhoods that shunned repetitious architectural styles. By taking a moment to look back on Bancroft's life, one gains insights into the Woodlawn principles that would ultimately shape the character of Sharpley and our deed covenants.

William Bancroft was born in 1835, the older of two sons of Joseph Bancroft. Joseph had just started up a small cotton mill on the Brandywine River, which he named the Rockford Bleaching and Dye Works and Cotton Factory. Joseph Bancroft was from an English Quaker family, had learned his trade from an uncle's cotton mills in England and then came to America to be with his parents and 11 siblings. Ironically, his first employment was in William Young's rapidly expanding paper mills at Rockland. In 1831, Joseph set out to start his own company and bought the flood-ravaged ruins of an old mill near Rockford Park.

When his sons William and Samuel came of age, they too worked in the mills and eventually became partners. Thus began one of the country's most significant textile producers, Joseph Bancroft & Sons Company. The firm would remain in business for over a century, stay family owned and kept most of their operations at the original site (which eventually led to its failure). They pioneered innovations that started with fine point cottons, traditionally dominated by England, which continued well into the 20<sup>th</sup> century with Banlon®, one of most popular synthetic textiles of the 1960's.

Joseph and his sons became very wealthy. Samuel acquired a world famous collection of 19<sup>th</sup> century Pre-Raphaelite art in the course of many business trips to England. That collection, plus land which was once part of his estate, would become the start of the Delaware Art Museum. William, however, was very different from his brother. While Samuel collected the art of man, it might be said that William acquired the art of nature. He started buying large tracts of land along the Brandywine, fearing that one day, both sides of the river would succumb to the same unchecked development that had overtaken the banks of the Christina River.

The Christina, being navigable by large boats, attracted heavy industries like shipbuilding and rail car construction. On the other hand, the Brandywine became the site of smaller factories that harnessed its waterpower and shipped their products by wagon. Even though these businesses were not as massive as those on the Christina, like Harlan and Hollingsworth ship builders, they still placed burdens on the river valley. Whether it was paper, cotton, or gunpowder, the Brandywine mills brought people, pollution and the need for housing within close proximity.

These issues became even more alarming with the industrial growth that followed the Civil War. Bancroft recognized that it was only a matter of time before industrial expansion reached past the Brandywine to the farmlands north of it. As William Bancroft reflected on the responsibility of his wealth and the forces that had created it, he sought ways in which he might help preserve the open land that remained. As a result, he agreed in 1883 to become a director of

the newly formed Wilmington Park Commission, an organization that soon created the beautiful and timeless Brandywine Park in the city. Over two decades, he provided leadership for other similar projects and became known as the father of the Wilmington Park System. Bancroft served as its president for fourteen years and while in that capacity, he donated over 220 acres of his own property to the city. Today we know that gift as Rockford Park.<sup>4</sup>

Bancroft firmly believed that constructive city planning, manifested in attractive homes, parks, and playgrounds, would have long lasting benefits for those who lived among them. With this concept in mind, he formed the Woodlawn Company, a for profit corporation, in 1901. He transferred significant cash and land holdings to it as starting capital. He also donated shares in the company to local charities. Over the next two decades, Woodlawn broadened its focus from city planning to land use in the Brandywine Hundred.

That brought added responsibilities and expenses, which reduced dividends for shareholders. Woodlawn reorganized in 1918 to a non-profit corporation, which was called Woodlawn Trustees. That allowed it to reinvest its earnings back into land acquisition and development, its primary mission. Not overlooking its social responsibilities, however, the charities that previously owned its stock were issued bonds in the new entity, which provided them with lower risk income over time.<sup>5</sup>

In the early 20th century, the Trustees acquired farmland along the Brandywine River north of Wilmington with the continued objective of orderly growth. However, they adopted a different strategy for land development. In its early years, Woodlawn's projects in the city entailed creating roads, building homes, renting them and maintaining the neighborhoods to high standards of appearance and cleanliness. Those neighborhoods continue to stand proud and are actively sought by renters. Their location, between 4<sup>th</sup> and 7<sup>th</sup> Streets, west of Union Street, is only blocks away from Woodlawn's offices.

However, the "build and rent" approach that proved successful in the city was not economically viable in the larger tracts of the Brandywine Hundred, especially with growing demand for single family housing following World War II. Correspondingly, the Trustees evolved their strategy to focus on subdivision design, infrastructure development and land use restrictions. This enabled planned communities that would maintain their value and appeal over time. Woodlawn installed water and sewer lines, sidewalks, and curbs. Streetlights were also added to some neighborhoods. They then resold the lots exclusively to individuals and builders who agreed to their land use plan. These plans included restrictions on architectural design, setbacks, fences and open side yards that were to remain free of smaller structures.

The first of these new projects was the subdivision of Alapocas in 1937, followed by Woodbrook in 1950 and the development plan for Sharpley in 1956. Active construction in Sharpley followed about five years later. Edenridge was started about 1965, followed by Tavistock, Woodlawn's last major residential development north of the Brandywine. All together, those subdivisions involved 550 acres of land, not counting adjoining parkland that it helped to preserve. Woodlawn Trustees also provided property at less than market value for the

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<sup>4</sup> Wilmington Evening Journal, Nov. 30, 1965. "Order is Woodlawn's Guide" by Philip Crosland.

<sup>5</sup> Woodlawn Trustees informational brochure, ca. 1974.

Brandywine YMCA, the New Castle County library on Whitby Road (since relocated to Foulk Road.), the Jewish Community Center and many nearby churches.

Since the establishment of Sharpley and neighboring communities, Woodlawn's approach has again evolved from developing subdivisions to long term leasing and land exchanges. This approach led to the leasing of land for the Delaware Corporate Center, north of Silverside Road on the Concord Pike, and a "sale plus land exchange" for an insurance office complex at Concord Pike and Beaver Valley Road.<sup>6</sup> Woodlawn still owns and occasionally sells properties in the area, like William Young's *Ellerslie* mansion, which it divested in 2009.

The ongoing appeal of Sharpley and adjoining communities is no accident. It is a direct result of William Bancroft's vision, the ongoing interpretation of that vision by Woodlawn Trustees, the oversight of Woodlawn's deed restrictions by our civic association, and the hard work of all who live in Sharpley and maintain their properties to a higher standard.

© Gene Castellano, 331 Sharpley Road, April 2009

*Special thanks are extended to Elke McGinley of Woodlawn Trustees, who provided many articles and brochures used in the preparation of this manuscript.*

*Map from the Atlas of the State of Delaware, published in 1868 by Pomeroy and Beers in Philadelphia. Sharpley Road still follows the same route that it did 150 years ago. Mount Lebanon United Methodist Church can be seen at the intersection with Mount Lebanon Road. The Sharpley I schoolhouse is visible across the intersection with Concord Pike, marked by the initials "S. H." William Sharpley's house is just south of the school.*

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<sup>6</sup> Woodlawn Trustees informational brochure, ca. 1988.



**BY-LAWS  
OF  
SHARPLEY CIVIC ASSOCIATION**

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I. TITLE: The name of this corporation is “Sharpley Civic Association.”

II. INCORPORATION AND ASSIGNMENT:

- a. Sharpley Civic Association was incorporated in the State of Delaware on the twenty-fourth day of February, A.D. 1966.
- b. On the twenty-second day of September, A.D. 1972, Woodlawn Trustees, Incorporated sold, assigned and transferred all of its rights and powers, including the Deed and Agreement between Woodlawn Trustees, Incorporated and Reuben Satterthwaite, Jr. (Sharpley Deed Restrictions) dated October 15, 1956, to the Sharpley Civic Association.

III. OBJECTIVES AND PURPOSE:

- a. The objectives and purposes of this corporation as set forth in the Sharpley Certificate of Incorporation are:
  - i. To promote discussion and improvement of conditions and affairs in the community of Sharpley, located in the County of New Castle, State of Delaware;
  - ii. To participate in such activities as will promote the welfare of the residents of Sharpley; and
  - iii. To engage in programs of civic improvement and advancement.
- b. As assigned by Woodlawn Trustees, Incorporated, Sharpley Civic Association is bound by the Sharpley Deed Restrictions.
  - i. The Sharpley Civic Association Board of Directors administers the Sharpley Deed Restrictions in accordance with state and county laws and ordinances.
  - ii. From time to time the Board publishes policy guidelines to ensure that the Sharpley Deed Restrictions are administered in a fair and equitable manner, consistent with the original intent of the restrictions.

IV. FISCAL YEAR: The fiscal year for this corporation shall run from the first day of April to the last day of March.

V. MEMBERSHIP

- a. All adult property owners or residents of Sharpley shall be eligible for membership in this corporation.
- b. The first members shall be the members of the unincorporated voluntary association known as the Sharpley Civic Association as of the date of the adoption of these By-Laws. Other eligible persons may acquire membership by payment of annual dues for the member's residential unit and enrollment on the corporation's membership books.
- c. Each member shall have to right to vote so long as the dues are paid for the residential unit in which he resides.
- d. Membership shall be terminated when a member resigns, or ceases to be a property owner or resident of Sharpley, or by nonpayment of dues within a grace period of thirty days from the due date.

VI. DUES AND ASSESSMENTS

- a. The annual dues per residential unit shall be determined by the Board of Directors annually at the first meeting of the Board following the Annual Meeting of the members.
- b. Dues shall be due and payable annually, in advance, by August 1 of each year.

VII. DISTRICT REPRESENTATION AND ELECTIONS

- a. The community of Sharpley is divided into nine representative districts as drawn on a plot plan of the community attached hereto and made a part hereof.
- b. Members residing in each representative district shall be entitled to elect a member, as defined in paragraph V. above, from that district as the District Representative from that district.
- c. Vacancies in the office of District Representative created by resignation or loss of membership shall be filled by a majority vote of the remaining members of the Board of Directors.
- d. If at least one nominee from within a district cannot be found to stand for election or to fill a vacancy, the remaining Board of Directors may elect a nominee from another Sharpley district to serve until a nominee from within the district can be found or until the next election.

- e. The District Representatives and its elected officers shall serve as the Board of Directors of the corporation.
- f. Except as otherwise provided, each District Representative shall be elected for a term of three years.
- g. The first District Representatives shall be the representatives of the Sharpley Civic Association, an unincorporated association of the residents of Sharpley, as of the date of adoption of these By-Laws. The terms of those first District Representatives shall expire as follows:

<u>District</u>	<u>Term Expires</u>
1	Annual Meeting 1967
2	Annual Meeting 1968
3	Annual Meeting 1966
4	Annual Meeting 1966
5	Annual Meeting 1966
6	Annual Meeting 1967
7	Annual Meeting 1968
8*	Annual Meeting 1968
9	Annual Meeting 1967

\* Vacancy

- h. The offices of those District Representatives whose terms expire at the 1966 Annual Meeting shall be filled for a term of three years by those District Representatives elected in the March 1966 district elections of the Sharpley Civic Association, an unincorporated association of the residents of Sharpley.
- i. Commencing in 1967, following the cycle established in paragraph VII, g above, an election shall be held each year to fill the offices of those District Representatives whose terms expire during that year
- j. Also, commencing with the 1967 election, and for all subsequent elections:
  - i. The President shall appoint a nominating committee to recommend to him candidates for nomination for the office of District Representative from those districts in which a vacancy shall exist by reason of the expiration of the term of the District Representative.
  - ii. The President shall report the recommendations of the nominating committee to the interested electorate at least thirty days prior to an election.

- iii. No person shall be nominated for office who has not expressed a willingness to serve.
- iv. Candidates selected by the nominating committee shall be placed on the ballot for the district involved.
- v. Any other member may be placed on the ballot for the office of District Representative from his district provided he shall file with the President, at least twenty days prior to an election, a petition so requesting and signed by ten other voters of his district.
- vi. All elections shall be held in such manner as to insure that each voter is given a reasonable opportunity to vote.
- vii. The Board of Directors shall issue such rules for the conduct of elections as it shall deem proper.

#### VIII. BOARD OF DIRECTORS

- a. The affairs of this corporation shall be governed by a Board of Directors consisting of from nine to thirteen members.
- b. The Board shall be composed of:
  - i. The District Representative from each of the representative districts, each of whom shall serve on the Board for the term for which elected, which term shall commence at the annual Meeting of the Membership; and
  - ii. The Officers of the Corporation, who may be elected from among the District Representatives or from the Sharpley Community as specified in paragraph IX, below.
- c. The Board of Directors shall govern the corporation in all operations within the objectives and purpose of the corporation.
- d. If more than one-half of the members of the Board are present for any official meeting, a majority vote of those present shall decide any question, except as stated in paragraph IX. f below.
- e. Any action of the Board of Directors may be rescinded by an affirmative vote of two-thirds of the membership of the corporation present at any Special Meeting called for this purpose.

#### IX. OFFICERS

- a. The officers of the corporation shall be four in number:

President  
Vice-President  
Secretary  
Treasurer

- b. The officers shall be elected by the Board of Directors at a Special meeting of the Board to be held within two weeks following the Annual Meeting of the membership.
- c. The President shall be elected from among the District Representatives. All other officers may be elected from among the District Representatives or from among the dues paying members of the Sharpley community.
- d. The election shall be by secret ballot with separate balloting for each of the four offices. The individual receiving the greater number of votes shall be named to the office for which voting was held.
- e. Officers so elected shall serve for a term of one year, or until their successors are elected and installed.
- f. For purposes of this special meeting of the Board, two-thirds of the members of the Board must be present and voting.

## X. DUTIES OF OFFICERS

- a. President: The President shall be the chief executive officer of the corporation; shall preside at all meetings; shall see that all orders and resolutions are carried into effect; and shall execute all contracts and agreements authorized by the corporation or by the Board of Directors.
- b. Vice-President: The Vice-President shall perform the duties of the President in the absence or disability of the President or, in special circumstances, at the request of the President.
- c. Secretary: The Secretary shall keep an accurate record and minutes of all proceedings of the corporation, shall attest all properly authorized contracts and agreements executed by the President, and shall be responsible for all written communications to the membership.
- d. Treasurer:
  - i. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit and record all dues collected by the Association.

- ii. All funds deposited are to be placed in a bank approved by the Board of Directors and are to be deposited in the name of the corporation.
- iii. All checks withdrawing funds are to be signed by the Treasurer or such other officer as is authorized by the Board of Directors.

## XI. MEETINGS

### a. Annual Meetings:

- i. The Annual Meeting of the corporation membership shall be held during the month of March of each year for the seating of the newly elected District Representatives as members of the Board of Directors and for such new business as may have been determined by the Board for submission for consideration and/or vote of the members present at said annual Meeting.
- ii. The order of business shall be:
  - 1. Reading of the minutes of the previous annual Meeting and the minutes of intervening Board meetings and special meetings, if any.
  - 2. Reports of officers.
  - 3. Reports of committees.
  - 4. Unfinished business.
  - 5. New business.
- iii. The date of said Annual Meeting shall be selected by the incumbent Board and written notice given to all members by delivery to each residential unit of the time, date and place of said meeting, together with an agenda listing all items to be presented for consideration and/or vote of the members and such written notice shall be delivered at least two weeks in advance of said date.

### b. Special Meetings: Special meetings of the membership may be called by:

- i. The President at any time on two weeks' written notice delivered to the residence of each person residing in Sharpley having membership in the corporation, or

- ii. At any time, on two weeks' written notice to the membership, by the Board of Directors as a result of a directive vote of the majority of said Board, or
  - iii. By petition of the membership over the written signatures of a majority of said membership directing the President to call a Special meeting.
- c. Board of Directors Meetings: The Board of Directors shall meet at least twice during the fiscal year:
- i. At the direction of the President, or
  - ii. By a directive vote of the majority of the Board,
  - iii. Such meetings to be in addition to the annual Meeting.
  - iv. At least two weeks' written notice shall be given to each member of the Board prior to the date selected.

XII. QUORUM: For any official meeting of the membership of the corporation, attendance of one or more members from ten percent of the residential units for which current dues are paid shall be construed as a quorum.

### XIII. COMMITTEES

- a. Committees may be appointed as necessary to assist the Board of Directors in the discharge of its obligations.
- b. All appointments shall be made by the President with the approval of the Board.

### XIV. SHARPLEY CIVIC ASSOCIATION HANDBOOK, "THIS IS SHARPLEY"

- a. The Board of Directors shall cause to be published from time to time a handbook for Sharpley homeowners and members of the Sharpley Civic Association.
- b. The handbook shall contain:
  - i. A current copy of these By-laws;
  - ii. A copy of the Assignment from Woodlawn Trustees, Incorporated to Sharpley Civic Association;
  - iii. A copy of the Certificate of Incorporation of Sharpley Civic Association;
  - iv. A copy of the Sharpley Deed Restrictions;

- v. A copy of the current policy guidelines approved by the Board of Directors for administering the Sharpley Deed Restrictions; and
- vi. A current telephone directory of all Sharpley residents.

XV. SHARPLEY NEWSLETTER: The Board of Directors shall publish a newsletter to the residents of Sharpley for the following purposes:

- a. To announce dates and agendas of Annual and Special Meetings of the Sharpley Civic Association;
- b. To announce dates, and requirements for annual District Representative elections and to request nominees for the same;
- c. To announce vacancies in District Representative seats;
- d. To announce changes to dues, these By-laws, and to deed restriction policies;
- e. To announce changes to the membership or officers of the Board of Directors;
- f. To announce any association action which may impact Sharpley residents; and
- g. To announce civic and social events sponsored by the association.

XVI. AUDIT OF ACCOUNTS

- a. A committee on audit consisting of three members not on the Board of Directors shall be appointed by the Board at its last regular meeting prior to the Annual Meeting, and this committee shall make a complete audit of the books and records of the corporation and make its report to the membership at the Annual Meeting.
- b. If volunteers are not available among the non-Board membership to conduct the audit, the President may appoint two members of the Board, other than those authorized to sign checks, who will conduct the audit and report to the Annual Meeting.

XVII. SEAL: The corporation seal shall have inscribed thereon the name of the corporation, the year of its incorporation (1966) and the words "Seal," "Incorporated," and "Delaware."

XVIII. AMENDMENTS: These By-laws may be amended by:

- a. The affirmative vote of two-thirds of the membership present at the Annual Meeting, or at any special meeting called for that purpose, or
- b. By the affirmative vote of three-fourths of the members of the Board of Directors.



*THIS INFORMATION IS TAKEN FROM A BOOKLET PUBLISHED BY THE NEW CASTLE COUNTY RECORDER OF DEEDS.*

### **DEED RESTRICTIONS**

Deed restrictions are limits on how you can use, maintain or transfer your property. You almost always become subject to some type of deed restriction as a condition of purchasing property.

Deed restrictions are generally private agreements between the buyer and seller and can only be enforced through a civil court action brought by one or more property owners against another. Some restrictions contain provisions allowing the county government to enforce common maintenance obligations, as well as development limitations and improvements, by civil court action.

Deed restrictions in residential areas are usually imposed by the developer or owner of the property which is subdivided into individual lots for houses. Such deed restrictions are commonly labeled a Declaration of Restrictions and recorded in the Recorder of Deeds Office. This declaration is usually referenced in the deed for each home purchased in the subdivision. Declarations usually transfer authority for enforcement to the individual lot owners or local civic organization once a majority of lots in the subdivision are sold to individuals.

Deed restrictions recorded by the developer or subdivision owner are often times imposed for a specified period of time. At the end of this period, the restrictions might be subject to revision or removal in accordance with the procedures set out in the original declaration. If no action is taken concerning the restrictions they may automatically renew for a predetermined period of time.

Typically, a declaration of restrictions requires that the owners of a majority of the lots in a subdivision agree in writing to modify the restrictions. The size of the majority may vary from one declaration to another. Some declarations require a simple majority, while others may require a super majority or unanimous approval to modify the restrictions.

Deed restriction modifications are often called amendments and must be in the form of a typed declaration. The form may vary but should contain (Whereas) clauses which recite the following:

- **The name of the subdivision to be affected by the amendment.**
- **The Deed Record, Volume, or Book and Page # and date of recording of the original declaration and/or subdivision plan.**
- **The desire of the property owners to modify or continue the deed restrictions.**
- **The procedure used to advise property owners of the proposed modifications and to gather signatures.**
- **The size of the majority signing the declaration of amendment.**

To be effective, deed restriction amendments or modifications must be recorded in the Recorder of Deeds Office. The Recorder requires such a document to be an original, to contain original signatures of the parties to be charged, and for each signature to be acknowledged before a Notary Public. Acknowledgement by a Notary Public requires that the notary identify each person who signs the document, witness each signature, sign a notarial clause and affix his/her notarial seal for each signature.

.... We recommend that the preparation of any original declaration of restrictions or amendment be reviewed by an attorney to be sure the form is correct, that the amendment procedure in the existing recorded restrictions is followed and that consent of the county government is obtained if required.

If you aren't sure whether your development is subject to deed restrictions, the Recorder of Deeds can supply copies of any restrictions and /or subdivision plans on record in this office for a small copying fee. Please feel free to contact the Recorder of Deeds office by mail at:

**Recorder of Deeds  
800 French Street  
Wilmington, Delaware 19801**

Or by phone at **571-7550** if you have any questions or require further instructions.

## **Statutory Procedures for Suits Enforcing Deed Covenants or Restrictions**

If a dispute over the enforcement of the Sharpley Deed Restrictions should arise, and if that dispute cannot be resolved in negotiations between the Sharpley Civic Association and the homeowner, the dispute will be brought before the Court of Chancery where the procedures detailed in the following pages will be followed.

These procedures provide for dealing with both complaints alleging violation of the deed restrictions and complaints by homeowners that deed restrictions are being unfairly enforced.

Disputes over deed restrictions are always best resolved without resorting to the courts, but, if that is not possible, these procedures permit either the association or an aggrieved homeowner to bring their complaint before the Court of Chancery. If both parties agree, the court will attempt to resolve a dispute in a mandatory mediation hearing. This hearing does not require a lawyer and offers one last opportunity to resolve a dispute before an expensive and time-consuming trial before a Master of Chancery.

A powerful incentive to resolve any such dispute before going to trial is the requirement that the losing party must pay the winning party's attorney fees and court costs.

Sharpley Civic Association has successfully defended its deed restrictions for over 40 years, and only on rare occasion has it been forced to resort to Court of Chancery. Quiet diplomacy and negotiations almost always successfully resolve such disputes. Only when all else has failed have we taken legal action. We strongly believe that the Sharpley Deed Restrictions protect both property value and the quality of life in Sharpley, and we will continue to defend those restrictions just as we have in the past.

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

**STANDING ORDER**

WHEREAS, the legislature has passed a new statute, 10 *Del. C.* § 348, providing for mandatory mediation and an expedited procedure in certain deed restriction cases; and,

WHEREAS, the statute is of limited scope and does not apply to all cases involving deed restrictions; and,

WHEREAS, statutory procedure requires cases to adhere to an expedited mediation track that is inappropriate for those cases not eligible for expedited treatment under the statute;

NOW, THEREFORE, it is ORDERED this 31 day of January, 2007:

1) In any deed restriction case where the plaintiff or petitioner determines that the matter to be placed before the Court is eligible and appropriate for expedition under 10 *Del. C.* § 348, the plaintiff or petitioner shall attach to the complaint a certification that the case is eligible to proceed under that statute.

2) In any case where the plaintiff or petitioner fails to attach the certification described above, the case will be placed on a normal litigation track.

  
Chancellor

## **NEW STATUTORY PROCEDURE FOR SUITS ENFORCING DEED COVENANTS OR RESTRICTIONS<sup>1</sup>**

There is now an **expedited** statutory procedure for disputes involving deed covenants or restrictions in subdivisions.<sup>2</sup>

### **WHAT IS THE EXPEDITED STATUTORY PROCEDURE?**

After an eligible complaint to enforce a deed covenant or restriction in a subdivision is filed in the Court of Chancery, the following process occurs:

1. The matter will be referred to a mediator whose role is to assist the parties in trying to resolve the dispute;
2. A mandatory mediation hearing will be held within 60 days of the filing of the complaint;
3. If the parties are unable to resolve the dispute through mediation, a trial will be held before a Master in Chancery within 120 days of the unsuccessful mediation hearing.<sup>3</sup>

### **WHO IS ELIGIBLE TO USE THE EXPEDITED STATUTORY PROCEDURE?**

Not every case involving a deed covenant or restriction is eligible for the expedited statutory procedure. Only cases brought by homeowners associations or individual homeowners and/or lot owners in subdivisions are eligible for expedition under the following circumstances:

1. A duly qualified officer of a homeowners association or other entity representing the homeowners or lot owners of a subdivision may file suit in the Court of Chancery against a homeowner or lot owner in the same subdivision to enforce a deed covenant or restriction;

OR

2. If no homeowners association or similar entity exists, then any homeowner or lot owner in the subdivision may file suit in the Court of Chancery against a homeowner or lot owner in the same subdivision to enforce a deed covenant or restriction.

### **IS IT NECESSARY TO HAVE LEGAL COUNSEL?**

Neither party is required to be represented by counsel during the mediation process. However, if mediation is unsuccessful, then:

1. A homeowners association or other entity **must** be represented by counsel in order to proceed to trial;

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<sup>1</sup> 10 Del. C. § 348 also provides an expedited procedure for suits to avoid improper enforcement of deed covenants or restrictions.

<sup>2</sup> See attached statutory provision.

<sup>3</sup> Trial may be scheduled for a later time upon good cause shown.

2. An individual homeowner or lot owner may represent himself at trial, but will find the assistance of counsel to be extremely useful.

### **WHAT HAPPENS AFTER TRIAL?**

If mediation is unsuccessful and the dispute goes to trial,

1. The losing party is responsible for paying the winning party's attorney fees and court costs.<sup>4</sup>

### **HOW DO I BEGIN THE PROCESS?**

1. Prepare a complaint describing the dispute and requesting appropriate relief;

2. Complete the attached certification form certifying that the case is eligible for the expedited statutory procedure;<sup>5</sup>

3. Present the verified complaint and certification to a clerk in the Register in Chancery in the county in which the subdivision is located; and

4. Pay the required filing fee of \$250.00 to the Register in Chancery.

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<sup>4</sup> The payment of attorney fees and court costs may not result if the court finds the outcome of enforcing this provision to be unfair, unreasonable or harsh.

<sup>5</sup> Failure to complete and attach the certification form to the complaint will result in the case being placed on the normal litigation track.

\*The \$250 filing fee cited above is out of date. As of this printing the fee is \$500 and must be paid by both parties.



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN AND FOR \_\_\_\_\_ COUNTY

_____	:	
_____	:	
Plaintiff,	:	C.A. No.
v.	:	
_____	:	
_____	:	
Defendant(s).	:	

CERTIFICATION OF ELIGIBILITY OF PROPERTY OWNER SEEKING TO ENFORCE DEED COVENANT

AND NOW comes Plaintiff(s) \_\_\_\_\_, who certifies/certify that:

1. Plaintiff(s), property owner(s) in \_\_\_\_\_ subdivision, is/are seeking to enforce a deed covenant or restriction against Defendant(s) \_\_\_\_\_, property owner(s) in the same subdivision.
2. There exists no homeowners association or other similar legal entity comprised of all the property owners of \_\_\_\_\_ subdivision.
3. Plaintiff(s) is/are eligible for expedition under 10 *Del. C.* § 348.

Dated:

\_\_\_\_\_





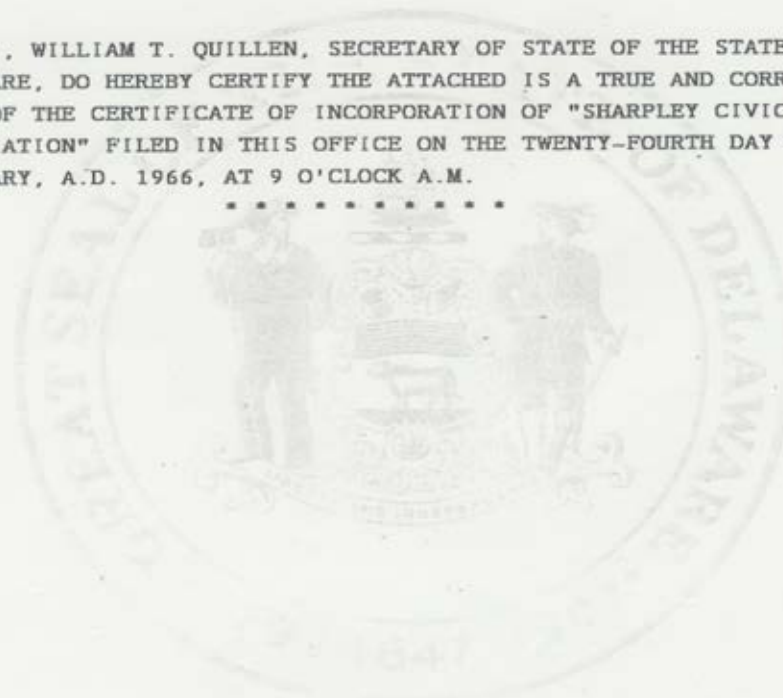
State of Delaware  
Office of the Secretary of State

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PAGE 1

I, WILLIAM T. QUILLEN, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "SHARPLEY CIVIC ASSOCIATION" FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF FEBRUARY, A.D. 1966, AT 9 O'CLOCK A.M.

\*\*\*\*\*



*William T. Quillen*  
\_\_\_\_\_  
William T. Quillen, Secretary of State

931885047

AUTHENTICATION: \*3990164  
DATE: 07/26/1993

CERTIFICATE OF INCORPORATION  
OF  
SHARPLEY CIVIC ASSOCIATION

-ooOoo-

FIRST: The name of this corporation is Sharpley Civic Association.

SECOND: Its principal office in the State of Delaware is located in the community known as Sharpley in New Castle County. Its Resident Agent is Sharpley Civic Association, located in Brandywine Hundred and whose post-office address is Talleyville, Wilmington, Delaware.

THIRD: The objects or purposes to be promoted and carried on are to promote discussion and improvement of conditions and affairs in the community of Sharpley, located in the County of New Castle, State of Delaware; to participate in such activities as will promote the welfare of the residents of Sharpley; and to engage in programs of civic improvement and advancement.

In furtherance, and not in limitation, of the general powers conferred by the laws of the State of Delaware, and the objects and purposes herein set forth, it is expressly provided that this corporation shall also have the following powers, viz:

Acting through its Board of Directors, its President and other officers, subject to the powers and restrictions of this Certificate of Incorporation, and its By-Laws, to do all such acts as are necessary or convenient to the attainment of the objects and purposes herein set forth, and to the same extent and as fully as any natural person might or could do.

To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of, real or personal property; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association; to do any acts

necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in this Certificate of Incorporation and not forbidden by the laws of the State of Delaware.

To have offices and promote and carry on its objects and purposes within or without the State of Delaware.

In general, to have all the powers conferred upon a corporation by the laws of the State of Delaware, except as herein prohibited or forbidden by the By-Laws of this corporation.

FOURTH: The corporation shall not have any capital stock and shall not be conducted for profit. No part of the net earnings of the corporation shall inure to the benefit of any member, but this provision shall not prohibit the corporation from paying such persons reasonable compensation for services rendered.

The conditions of membership shall be stated in the By-Laws.

FIFTH: The names and places of residence of the incorporators are as follows:

<u>Name</u>	<u>Residence</u>
B. C. Robbins	710 Halstead Road Wilmington, Delaware 19803
George W. Pfautz	606 Ashford Road Wilmington, Delaware 19803
William E. Kirk, Jr.	302 Brockton Road Wilmington, Delaware 19803

SIXTH: The corporation shall have perpetual existence.

SEVENTH: The private property of the members shall not be subject to the payment of corporate debts.

EIGHTH: The activities and affairs of the corporation shall be managed by a Board of Directors. The number of directors which shall constitute the whole Board shall be such as from time to time shall be fixed by, or in the manner provided in, the By-Laws, but in no case shall the number be less than three. The Board of Directors shall be elected as the By-Laws may provide and shall hold office until their successors are respectively elected and qualified. The By-Laws shall specify the number of directors necessary to constitute a quorum. The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees which, to the extent provided in said resolution or resolutions or in the By-Laws of the corporation, shall have, and may exercise, all the powers of the Board of Directors in the management of the activities and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it; and such committee or committees shall have such name or names as may be stated in the By-Laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors. The corporation may elect such officers as the By-Laws may specify, who shall, subject to the provision of the statute, have such titles and exercise such duties as the By-Laws may provide. The Board of Directors is expressly authorized to make, alter or repeal the By-Laws of this corporation.

This corporation may, in its By-Laws, confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon them by statute.

NINTH: The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be from time to time designated by the Board of Directors.

TENTH: The corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation.

We, the undersigned, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the laws of the State of Delaware, do make this

Certificate, hereby declaring and certifying that the facts herein stated are true and, accordingly, have hereunto set our hands and seals this 22nd day of February, A. D. 1966.

BC Robbins [SEAL]

George W. Plumb [SEAL]

William F. Kirk Jr. [SEAL]

STATE OF DELAWARE }  
COUNTY OF NEW CASTLE } SS.

BE IT REMEMBERED that on this 22<sup>d</sup> day of February, 1966, personally came before me, a Notary Public for the State of Delaware, B. C. ROBBINS, GEORGE W. PFAUTZ and WILLIAM E. KIRK, JR., all of the parties to the foregoing Certificate of Incorporation, known to me personally to be such, and severally acknowledged the Certificate to be the act and deed of the signers, respectively, and that the facts therein stated are truly set forth.

[Signature]  
Notary Public

My commission expires March 6, 1967



01601

REC-86 PAGE 52

ASSIGNMENT

THIS ASSIGNMENT made this 22nd day of September,  
A. D. 1972,

WHEREAS WOODLAWN TRUSTEES, INCORPORATED, a Delaware corporation, by Indenture bearing date the 15th day of October, 1956, and recorded in the Office of the Recorder of Deeds, in and for New Castle County in Deed Record X, Volume 55, Page 457, amended by Indenture bearing date the 27th day of October, 1960, and recorded in the Office aforesaid in Deed Record Y, Volume 66, Page 337, and amended by Indenture bearing date the 3rd day of March, 1964, and recorded in the Office aforesaid in Deed Record P, Volume 72, Page 698, did impose various and sundry restrictions upon certain lands situate in Brandywine Hundred, New Castle County and State of Delaware, known as "SHARPLEY"; and

WHEREAS, the said Woodlawn Trustees, Incorporation, a Delaware corporation, did by the terms of said Indentures reserve unto itself said rights and powers; and

WHEREAS, the said Woodlawn Trustees, Incorporation, a Delaware corporation, desires to set over and assign unto SHARPLEY CIVIC ASSOCIATION, a Delaware corporation, certain of said powers and rights.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00), to it in hand paid, and other valuable consideration, Woodlawn Trustees, Incorporated does hereby sell, assign, transfer and set over unto Sharpley Civic Association, a Delaware corporation, its successors and assigns, all of its rights and powers reserved as aforesaid, including but not limited to approval of plans, the right to determine the front side and

