

Primary Order Information

State DE
County / Town New Castle
Order Type Property Report
Application No. 4308333
Application Date / Time 3/26/2013 4:39:55 PM
Contact User Name Porto, Tiffany
Contact User Phone 302-892-6210
Company Name Megan Broomall-Filliben, LLC
Associated Company
Sales Rep Christina Gray
Production User (if opened internally)
Email Confirmation When Complete: sylvia.thiemann@prufoxroach.com
Brand Commonwealth
Customer Reference No. CSDE0034
Additional Reference No.
BackTitle No.

Seller / Owner

Individual

First Name	Middle Name	Last Name	Status
------------	-------------	-----------	--------

Entity/ Estate / Trust

Entity / Estate / Trust(s)

Pine Tree Properties, Inc.

Property Information

Street No 0	Street Name DuPont Parkway
City Townsend	State DE
Municipality Appoquinimink Hundred	Zip Code 19734
	Unit Number
Condominium Name	Building
Subdivision / Development Pine Tree Estates	Phase
Lot 18	Block
Section	Township
Tax ID / Parcel No 14-012.00-236	Range
New Construction No	New Plat No
	Vacant Land No
Section 1/4	1/4 1/4 Section
Last Deed Book	Page
Plat / Condo Book	Page
Recorded Lot	Recorded Plat
Plat Instrument Number	Map No.
Certificate No	Torrens No
	Abstract No

Request Product

Selected Product	Due Date
Present Owner Search	4/2/2013 12:00:00 AM

Comments

PLEASE INCLUDE DEED RESTRICTIONS, THANK YOU.



File Number: 4308333
CSDE0034

Present Owner Search
Issued by:
Commonwealth Land Title Insurance Company

The attached Present Owner Search is issued for the use of agent listed, a policy issuing agent for Commonwealth Land Title Insurance Company, herein 'agent', and is to be used only by agent in the determination of the insurability of title to the property described herein in conjunction with the issuance of Commonwealth Land Title Insurance Company commitments, policies and endorsements. Use of the attached Present Owner Search for any other purpose is not authorized. The attached Present Owner Search may not be relied upon by any other party nor may it be relied upon for any other purpose. No liability is assumed by Commonwealth Land Title Insurance Company for any unauthorized use or reliance. This Present Owner Search does not insure or guarantee the validity or sufficiency of any documents attached, **nor is it to be considered a title insurance commitment and/or title insurance policy.** Any liability under the attached Present Owner Search is limited to the liability under the Commonwealth Land Title Insurance Company policy or policies issued pursuant to this Present Owner Search.

The Agent who reviews this Present Owner Search must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by Commonwealth Land Title Insurance Company. The Agent is responsible for obtaining appropriate updates or continuations of this Present Owner Search prior to the issuance of any commitment or policy in accordance with Commonwealth Land Title Insurance Company guidelines and prudent underwriting practices. The Agent is responsible for any errors, omissions, defects, liens, encumbrances or adverse matters not shown by this Present Owner Search but known to or discovered by the Agent prior to the issuance of a Commonwealth Land Title Insurance Company policy or endorsement.

Present Owner Search

SUMMARY

DATE: March 27, 2013

SEARCH NO.: 4308333

PROPERTY: 0 DuPont Parkway

SUBDIVISION: Pine Tree Estates **HUNDRED:** Appoquinimink Hundred

PARCEL NUMBER: 14-012.00-236

LOT NUMBER: 18 **BLOCK:** **SECTION:**

DEED RECORD:

SELLERS/OWNERS: Pine Tree Properties, Inc.

BUYERS/BORROWERS:

DEED RECORD: P/O 20040326-0034307

DIRECT CONVEYANCES: NONE

MORTGAGES: NONE

ASSIGNMENTS: NONE

FEDERAL TAX LIEN: NONE

FINANCE STATEMENT: NONE

JUDGEMENTS: NONE **(PLEASE NOTE THE EFFECTIVE DATE FOR JUDGEMENTS IS 3/15/13)**.

MECHANICS LIENS: NONE

US BANKRUPTCY: NONE

PATRIOT ACT: NONE

NOTES: THIS IS A PRESENT OWNER SEARCH ONLY!

NOTICE: This Title Search Report does not constitute title insurance; liability hereunder is assumed by the Company solely in its capacity as abstractor for its negligence, mistakes or omissions in a sum not exceeding Five Hundred Dollars unless otherwise endorsed hereon.

RESTRICTIONS as set forth in Deed Record 2605, Page 326.

MAINTENANCE DECLARATION as set forth in Deed Record 2657, Page 323.

Application No.: 4308333

SEWER AGREEMENT as set forth in Deed Record 2315, Page 101.

UTILITY AGREEMENTS as set forth in Deed Record 2463, Page 3; Deed Record 2600, Page 50 and Deed Record 2770, Page 138.

EASEMENTS AND CONDITIONS as shown in Microfilm Nos. 12760 and 13902.

Present Owner Search

20040326-0034307
Pages: 2 F: \$25.00
03/26/04 03:41:53 PM
T20040325878
Michael E. Kozikowski
New Castle Recorder DEE

Tax Parcel No. P/O14-012.00-224
and 14-012.00-236
Prepared by and Return to:
Kiet Rooney Lieber & Schorling
The Brandywine Building
1000 West Street, Suite 1410
Wilmington, DE 19801

THIS DEED, Made this 2nd day of March, 2004,

BETWEEN, K.V. Corporation, a corporation of the State of Delaware,
party of the first part,

- AND -

Pine Tree Properties, Inc. a corporation of the State of Delaware, party of
the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
One and 00/100 Dollar (\$1.00) lawful money of the United States of America, the receipt
whereof is hereby acknowledged, hereby grants and conveys unto the party of the second
part, its successors and assigns

ALL those certain lots, pieces or parcels of land, situate in Appoquinimink
Hundred, New Castle County, State of Delaware, being Lot No. 13 and a portion of Lot No.
18, Pine Tree Estates, located on the corner of U.S. Route 13 and Blackbird Landing
Road, as shown on a plan prepared by Ramesh C. Batta Associates, P.A., Consulting
Engineers, Planners and Land Surveyors, dated April 12, 2001, on Plan No. 87871-A-
14370, Microfilm No. 12760.

SUBJECT to any and all easements, restrictions, reservations and conditions
of record.

BEING a part of the same lands and premises which Francis B. Bartsch and
Florence A. Bartsch, husband and wife, by Deed dated December 20, 1989 and recorded
in the Office of the Recorder of Deeds, in and for New Castle County, State of Delaware
in Deed Record Book 971, Page 137, granted and conveyed unto K.V. Corporation, in fee.

NCC 61763 03/26/04 10:39:03
\$1500.00 ST
\$4500.00 NC

2

GRANTEE'S ADDRESS:
2612 Grubb Road
Wilmington, DE 19810

IN WITNESS WHEREOF, the said K.V. Corporation, has caused its name by _____
its (Vice) President to be hereunto set, and the common and corporate
seal of the said corporation to be hereunto affixed, duly attested by its (Assistant)
Secretary, the day and year aforesaid.

K.V. CORPORATION

By [Signature] (SEAL)

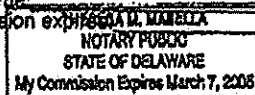
Attest: [Signature] (SEAL)

STATE OF DELAWARE, NEW CASTLE COUNTY) ss.:

BE, IT REMEMBERED That on this 2 day of March, 2004, personally
came before me, a Notary Public for the State and County aforesaid,
James M. Masella (Vice) President of K.V. Corporation, a corporation existing under
the laws of the State of Delaware, party of the Indenture, known to me personally to be
such, and he acknowledged this Indenture to be his act and deed and the act and deed
of said corporation.

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

James M. Masella (SEAL)
Notary Public
Print Name: _____
Commission expires _____



020638

CHER 12 12:11:36

BK2605P60326

MICHAEL S. CATIAGLIA
RECORDER OF DEEDS
NEW CASTLE CO. DE

Parcel No.: 14-012.00-103

Prepared by, Recorded by
and Return to:
Michael A. Poppo, P.A.,
Pennsylvania Building, Suite 405
110 South French Street
Wilmington, Delaware 19801

DECLARATION OF RESTRICTIONS

THIS DECLARATION, made this second day of March, 1999, by E. V. CORPORATION, a corporation of the State of Delaware, herein referred to as "Declarant".

WHEREAS, the Declarant is the owner of all those certain lots, pieces or parcels of land, set forth in Exhibit A, (hereinafter "Lots") situate in Mill Creek Hundred, New Castle County and State of Delaware, as shown on the Record Major Subdivision Plan for PINE TREE ESTATES, as said Plan is of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Microfilm No. 12776, hereinafter "Plan", and;

WHEREAS, the said Declarant desires to declare that the covenants, agreements, conditions, easements, reservations and restrictions herein contained, the "Restrictions", shall be restrictions running with the Lots and running with the land and bind the Declarant, its successors and assigns, and all succeeding owners of individual Lots;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Declarant, for itself, its successors and assigns, does covenant and declare that it shall hold and stand seized of said Lots as they appear on the Plan, under and subject to these Restrictions, which shall be covenants running with the Lots and running with the land and which shall be binding upon the Declarant, its successors and assigns, and all future owners of Lots, as follows:

1. Only one single family dwelling may be constructed on any designated lot, which

5/7609

8K2605PG0327

dwelling shall be detached and shall not exceed two and one-half stories in height, and have appurtenant thereto not more than a four car garage. Each dwelling must have a minimum of 2,500 square feet of living space, excluding basement and garage areas. Exterior finish shall be of brick or stone or stucco or siding.

2. The dwelling house on each Lot shall be of a type and design appropriate for a single family residence in this Development. Every dwelling house shall be built pursuant to plans and specifications submitted to and approved by Declarant. Failure to submit the plans and specifications to Developer prior to construction, shall be a violation of these restrictions. The Declarant shall have the right to refuse to approve any such plans or specifications which in its sole discretion and opinion are not suitable or desirable; and in so passing upon said plans and specifications, Developer may take into consideration the suitability of the proposed building or other structure, the materials with which it is to be built, the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building on other structures as planned on the out-look from the adjacent or neighboring properties.

3. No building or structure, or parts thereof shall be erected at a distance closer from the front, side or rear lines than permitted by the applicable Zoning Code of New Castle County. Declarant shall have the right to determine which are the front, side and rear lines of any lot.

4. A. No industrial, manufacturing or commercial use whatsoever shall be permitted or maintained upon any of the said Lots, except for the sample houses maintained by Declarant or assigns for the sale of houses until all lots are sold to third party owners, and except as set forth in 4B.

B. Notwithstanding any of the foregoing, approximately three acres of the

BK2605P60328

property located at the corner of Blackbird Landing Road and Route 13, and which is currently a part of Lots Nos. 13 and 14, is zoned "CR" under the New Castle County Unified Development Code (the "Commercial Property") may be developed for any purpose permitted under the current zoning classification or any classification to which such Commercial Property may be rezoned. Moreover, the portion of Lot No. 13 which is currently zoned NC2a can be used for any purpose in connection with the development of the Commercial Property, including but not limited to stormwater management or septic. Furthermore, Declarant reserves the right, but is not obligated to subdivide existing Lots Nos. 13 and 14, thereby causing the Commercial Property to become its own independent parcel, or to subdivide the existing lot line between Lots Nos. 13 and 14, so that the entire Commercial Property is entirely a part of Lot No. 13 or Lot No. 14.

5. No more than three household domesticated animals commonly classified as pets shall be permitted to be kept or remain on any Lot. Suitable kennels may be maintained upon the premises, which kennels shall conform with the plans of the dwelling house. The design, structure and site of the kennels or any other type of building or structure to be used by such pets must be approved by Declarant prior to construction. No livestock or non-domesticated animals shall be kept upon any of the said Lots.

6. There shall not be erected or permitted upon any of the Lots or roadways within the boundaries of the Lots hereby described any signs, notices or advertising matter of any description without approval of Declarant, except "for sale" signs.

7. No one shall be permitted to place or expose any trash, garbage or debris on any lot. Receptacles for trash shall not be permitted at any place beyond the front wall of the building fronts, nor more than five feet from the rear of any buildings except for collection. Debris and

8K2605P60329

garbage shall be kept in secured and closed receptacles. Sheds may be constructed and maintained so long as they conform with the harmony and exterior of the dwelling and are approved by Declarant as provided in Paragraph 2.

8. No fence, wall, hedge, mass planting or screen planting shall be permitted on any lot, except post or hedge fence, not exceeding four feet in height, may be erected to the rear of the main structure, (determined by the construction of the main house structure) but in no event may the fence be erected or maintained nearer to any street line than the set back distance or requirements shown on the Record Plan, and only with the approval and consent of the Declarant as provided in Paragraph 2. This provision shall not be construed to permit the construction or maintenance of any fence over, across or through any easement or right-of-way imposed by any other section of these restrictions or by the Record Subdivision Plan.

9. No house trailer, boat trailer, truck (excepting a pickup truck or Jeep styled truck) tractor or trailer or any commercial or commercial-type vehicle, having more than four wheels or longer than 22 feet, or farm type vehicle or machinery, shall be parked or stored on any residential building plot, except in a closed garage.

10. Easements and rights-of-way are hereby reserved on, over, under and along each Lot for poles, wires, pipes and conduits for lighting, heating, electricity, gas, telephone cable and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds all of which shall be confined so far as practicable within six feet from the front and rear lines of each lot or lots, and six feet from the side lines of each lot or lots together with the right of access thereto at any time for the purpose of further construction and repair.

11. These covenants and restrictions are to run with the land and shall be binding on

BK2605PG0330

Declarant and all succeeding owners of each and every lot under them. Every purchaser of any Lot is subject to these Restrictions and shall acquire no vested rights which would prevent the said Declarant from making changes in the future as to these Restrictions or to the arrangement or use of remaining lands on the Plan.

12. Declarant hereby reserves the right to modify this Declaration of Restrictions or any parts thereof without the consent of the Lot owners or Mortgagees of Lots at any time prior to Developer's conveying 85% of the Lots to third party homebuyers. Thereafter, these Restrictions may be amended in whole or in part at any time by vote of the majority of the then owners of the Lots, each Lot being entitled to one vote regardless of the number of actual owners of each Lot.

13. If any Lot owner, or any of them or their heirs, executors, administrators, successors and assigns shall violated or attempt to violate any of the covenants or restrictions herein on or before the termination thereof, it shall be lawful for the Declarant, or owner of either lot, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him, her or them from doing so and/or to recover damages or other relief for such violations.

14. Failure by the said Declarant or any lot owner to enforce any restrictions, conditions, covenants or agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to the one occurring prior or subsequent thereto.

15. Invalidity of any one of these covenants by Judgment or Court Order shall in no way affect any other of the provisions which shall remain in full force and effect.

BK2605P60331

16. Any or all of the rights and powers, titles and estate reserved or given to the Declarant herein may be assigned to any one or more individuals, corporations or associations that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein provided by the said Declarant.

17. All conditions, easements, reservations and restrictions shown, established or imposed by the Plan, are incorporated herein by reference.

18. All Lots shall be subject to the terms and conditions of a Declaration for Maintenance Association for Pine Tree Estates imposing membership of each lot owner in the Association.

BK2605PG0332

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

SEALED AND DELIVERED
IN THE PRESENCE OF:

K. V. CORPORATION:

Ch. C. Poppitt

Vernon Kershaw
President
Attest: Vernon Kershaw
Secretary

STATE OF DELAWARE
NEW CASTLE COUNTY

)
: SS.
)

BE IT REMEMBERED, that on this second day of March, 1999, personally came before
me, the Subscriber, a Notarial Officer for the State and County aforesaid, Vernon Kershaw,
President of K. V. Corporation, a corporation existing under the laws of the State of Delaware,
party to this Indenture, known to me personally to be such, and acknowledged this Indenture to
be his act and deed, and the act and deed of the said corporation, that the signature of the
President thereto is in his own proper handwriting and the seal affixed is the common and
corporate seal of said corporation, and that his act of sealing, executing, acknowledging and
delivering said Indenture was duly authorized by a resolution of the Board of Directors of said
corporation.

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

Ch. C. Poppitt
Notarial Officer

CHAS. C. POPPITT
A Notary Public for the State of Delaware
My Comm. Expires 12/31/00
NEWCASTLE COUNTY

EX2605PG0333

ALL that certain farm, plantation or tract of land with the frame dwelling house and farm buildings thereon erected, situate in Appoquinimink Hundred, New Castle County and State of Delaware, and fronting in part on U. S. Route 13 and in part on the Taylor's Bridge Road, and containing by calculation 97 acres of land, more or less, more particularly bounded and described as follows, to-wit:

BEGINNING at an iron spike driven in the middle of the intersection of the public road leading from Fieldsboro to Taylor's Bridge, with the public road leading from Fieldsboro to the "Pine Tree", the latter road being part of the State Road; thence with the middle of the public road leading toward the "Pine Tree", as follows, to-wit: South six degrees, forty-two minutes West, eighteen and five-tenths rods (305.25 feet, more or less); thence South seventeen degrees West, thirty-nine and seven-tenths rods (633.05 feet, more or less); thence South eighteen degrees, fifty minutes West, forty-two and six-tenths rods (702.90 feet, more or less); thence South nineteen degrees, twenty minutes West, eighty-six rods (1,419.0 feet, more or less); thence South twenty degrees West, forty-four and five-tenths rods (734.25 feet, more or less) to the middle of the intersection of the last mentioned road with the public road leading from the "Pine Tree" to Hopkins Landings; thence with the middle of the road leading to Hopkins Landings, South forty-two degrees, sixteen minutes East, thirty-six and nine-tenths rods (608.85 feet, more or less) to the line of the Lee's Chapel lands; thence with said Lee's Chapel lands and with lands formerly of William Polk, deceased, and late of George Wiggin, but now of Charles J. Kennedy, North forty-seven degrees, eighteen minutes East, forty-five and six-tenths rods (752.4 feet, more or less) to a stake, a corner for the land aforesaid, late of George Wiggin; thence therewith North forty-four degrees, forty-five minutes West, thirteen and eight-tenths rods (227.7 feet, more or less) to a stone, corner for land late of said Wiggin; thence with his lands, North forty-nine degrees, thirty minutes East, one hundred thirty-five and four-tenths rods (2,234.1 feet, more or less) to a stake, a corner for lands late of said Wiggin and for lands of Henry Mathis, et al.; thence with said Mathis' lands, North no degrees, two minutes West, seventy-three and three-tenths rods (1,209.45 feet, more or less) to the middle of the public road leading from Fieldsboro to Taylor's Bridge; thence toward Fieldsboro as follows, to-wit: North sixty-four degrees West, twenty-three and four-tenths rods (386.1 feet, more or less); thence North sixty degrees West, thirty-six rods (594.0 feet, more or less); thence North fifty-nine degrees, four minutes West, thirty-three rods (544.5 feet, more or less) to the place of Beginning.

EXCEPTING THEREOUT AND THEREFROM the lands and premises conveyed as follows: (1) Deed from Francis B. Bartsch and Florence A. Bartsch, his wife, to State of Delaware, dated June 14, 1942, and of record in the Office of the Recorder of Deeds in and for New Castle County, Delaware, in Deed Record U, Volume 118, Page 81; (2) Deed from Nathaniel Williams and Elizabeth Williams, his wife, to Lee's Chapel, a Delaware religious corporation, dated February 23, 1892, and of record in the Office aforesaid, in Deed Record K, Volume 21, Page 93; (3) Deed from John P. Collins, single man, to State of Delaware, dated December 30, 1931, and of record in the Office aforesaid, in Deed Record H, Volume 38, Page 48; (4) Deed from Edward M. Slaughter and Helen D. Slaughter, his wife, to Trustees of Lee's Chapel and Cemetery, dated September 22, 1949, and of record in the Office aforesaid, in Deed Record Q, Volume 49, Page 398; and (5) the reservation set forth in Deed from Edward J. Slaughter and Helen Slaughter, his wife, to Francis B. Bartsch and Florence A. Bartsch, his wife, dated February 23, 1953, and of record in the Office aforesaid, in Deed Record E, Volume 53, Page 562.

EXHIBIT A

Parcel # 1401200236

Property Address: 0 DUPONT PY
TOWNSEND, DE 19734-
Subdivision: PINE TREE ESTATES
Owner: PINE TREE PROPERTIES INC
2612 GRUBB RD
Owner Address:
WILMINGTON, DE 19810
Municipal Info: Unincorporated

Lot #: 18	Property Class: RESIDENTIAL
Location:	Lot Size: 2.97
Map Grid: 08202780	Lot Depth: 0
Block:	Lot Frontage: 0
Census Tract: 168.04	Street Finish:
Street Type:	
Water:	
Microfilm #: 013902	

Related Project Plans

	A/P No.	Project Name	Work Type	Status
Details	19981930	COUNTYWIDE (ORD. 98-131) - 666 PARCELS		COMPLETE
Details	19990262	PINETREE ESTS.1-18 LG# 37-99		ACTIVE

District & Zoning Info**Districts**

- APPOQUINIMINK SCHOOL DIST-TRES
- COUNCIL 12 - JAMES W BELL
- FIRE/RESCUE - TOWNSEND
- DE REP 09-REBECCA WALKER
- TRAFFIC ZONE T331 (YR2000)
- DE SEN 14-BRUCE C ENNIS
- PLANNING 7 - MOT
- SOUTH OF C & D CANAL
- LIGHT-ORNAM POLE HPSODIUM-TRES
- SEWER DISTRICT SOUTHERN-ASMT

Zoning

- CR - UDC - COMMERCIAL REGIONAL

Sales History

Owner	Deed	Current Owner?	Multi?	Sale Date	Sale Amount
K V CORPORATION	971 137	N	Y	12/20/1989	\$500,000.00
	20010817	N	Y	8/1/2001	\$1.00
	0067138				
PINE TREE PROPERTIES	20040326	Y	Y	3/2/2004	\$1.00
INC	0034307				

Tax/Assessment Info**Assessment****Land:** 7000**Structure:** 0**Homesite:** 0**Total:** 7000**County Taxable:** 7000**School Taxable:** 7000**Tax History as of 3/29/2013 6:21:03 AM**

Tax Year	County				School			
	Principal Due	Penalty Due	Date Paid	Amt Paid	Principal Due	Penalty Due	Date Paid	Amt Paid
2010A	\$0.00	\$0.00	9/13/2010	\$50.72	\$0.00	\$0.00	9/13/2010	\$111.28
2010L2	\$0.00	\$0.00	2/1/2011	\$3.41	\$0.00	\$0.00	Not Available	\$0.00
2011A	\$0.00	\$0.00	9/21/2011	\$58.20	\$0.00	\$0.00	9/21/2011	\$111.56
2012A	\$0.00	\$0.00	10/2/2012	\$57.42	\$0.00	\$0.00	10/2/2012	\$122.69

County Balance Due: \$0.00**School Balance Due:** \$0.00

These amounts are valid through the last day of the month. For accounts with delinquent balances, statutory penalty will accrue on the first day of next month.