

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC.", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF APRIL, A.D. 2011, AT 2:08 O'CLOCK P.M.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

4262791 8100

110474402

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8806928

DATE: 06-03-11

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF**

THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC.

The Villages of Noble's Pond Homeowners Association, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is The Villages of Noble's Pond Homeowners Association, Inc. The Villages of Noble's Pond Homeowners Association, Inc. was originally incorporated under the name The Villages of Noble's Pond Homeowners Association, Inc., and its original Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on February 6, 2007.

2. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. The text of the Certificate of Incorporation of The Villages of Noble's Pond Homeowners Association, Inc. is hereby restated and amended to read in its entirety as follows:

FIRST: The name of this corporation is "The Villages of Noble's Pond Homeowners Association, Inc." (hereinafter referred to as the "**Association**"). Any capitalized terms not otherwise expressly defined herein shall have the meanings and definitions provided in that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Association) dated April 26, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "**Recorder's Office**") at Volume 5787, Page 98, as it may be amended from time to time (the "**Common Facilities Master Declaration**").

SECOND: The address, including, street, number, city and county of the registered office of the Association in the State of Delaware is 13 Noble's Pond Crossing, Dover, Kent County, Delaware 19904; and the name of the registered agent of the Association in the State of Delaware at such address is Mary A. Field, whose business office is identical with the Association's registered office.

THIRD: The nature of the business of the Association is generally to provide for the maintenance of the Common Facilities and to assess and collect assessments, to promulgate and enforce rules and regulations, enforce restrictive covenants, and to perform all other activities allowed by law and as provided for under in accordance with the provisions and requirements of the Common Facilities Master Declaration. The duties and responsibilities of the Association shall not include any responsibility or obligation for the Lots under that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Service Corporation), dated April 26, 2011, and recorded in the Recorder's Office at Volume 5787, Page 178, as it may be amended from time to time (the "**Service Corporation Declaration**") and managed by The Villages of Noble's Pond Service Corporation in accordance with the Service Corporation Declaration, except as expressly authorized under the Common Facilities Master Declaration.

FOURTH: The Association is not a corporation organized for profit and it shall have no capital stock. The members of the Association shall be the Class A members and Class B members as hereinafter defined. The members shall be required to pay such assessments as may from time to time be levied by the Board of Directors of the Association (the "Board"). The Association shall have two (2) classes of Members; Class A and Class B Members.

a. Class A Members. With the exception of Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC and Eddie Evans Farm Phase VII, LLC (collectively, "Declarant"), each a Delaware limited liability company (until conversion of the Class B memberships as provided below), every Person or any combination thereof, who is an Owner of any Lot which is part of the Property shall be a Class A Member of the Association; provided, however, that any such Person or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. At all the meetings of the Association, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership which vote or votes may be cast in person or by proxy. When more than one (1) Persons are Owners of any Lot, all such Persons shall be Class A Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by any one or more Class A Members. In the event that Owners who hold title to any Lot either by the entirety, as joint tenants, as tenants in common, or in any other manner, attempt to cast the vote for such Lot in conflicting ways, then it shall be deemed that such Owners are unable to agree as to how such vote shall be cast and such vote shall not be counted or recorded for such Lot, except for purposes of determining if a quorum is present.

b. Class B Members. The Class B member shall be Declarant, its successors and assigns, at any time and from time to time as Declarant owns all or any portion of the Property, including by way of illustration and not of limitation, any one or more of the Lots and/or all or any portions of the Annexable Property annexed into the Property in accordance with the Common Facilities Master Declaration. The Class B membership shall be entitled to three (3) votes for each Lot which is part of the Property, whether or not such Lot is owned by such Class B member. By way of illustration and not of limitation, if the Property consists of a total of one hundred (100) Lots, then there shall be a total of four hundred (400) votes at all meetings of the Association with the Class B membership being entitled to three hundred (300) votes at all meetings of the Association and the Class A membership being entitled to one hundred (100) votes at all meetings of the Association; provided, however, that the Class B membership shall cease and be converted to Class A membership when, in its sole subjective and absolute discretion, the Class B Member elects to convert its Class B membership(s) into one or more Class A membership(s).

At the regular annual meeting of the Board in each year, the Directors shall levy an assessment upon owners of each Lot for the Association to carry-out its purposes. Said assessment shall, in any year, be apportioned pursuant to a method to be established in the Bylaws, and it shall be payable semi-annually, in advance, and on such date or dates as the Board may fix from time to time. To the extent that any such assessment shall remain unpaid after they are due in any year for which such assessment is made, it shall become a lien on said Lot(s) and may be recovered by appropriate execution and sale of said parcel of land by the Association or its attorney, or any other right or remedy available at law or in equity, subject nevertheless to

institutional liens and mortgages. Notwithstanding the foregoing, however, the Board may elect to make the semi-annual assessment payable annually, quarterly, or monthly; and may assess for a partial year in the Association's first year of existence. The Board may also elect to levy special assessments pursuant to the relevant provisions of the Bylaws.

Nothing herein shall be regarded as imposing on the members personal liability to the Association's creditors. Nothing herein shall authorize the Association to make levies or assessments except for a proper corporate purpose as set forth in this Certificate of Incorporation or the Bylaws of the Association, unless this Certificate of Incorporation or the Bylaws of the Association have been amended to expand or change such purpose by the affirmative vote of members entitled to cast not less than sixty-seven percent (67%) of the votes of the members present, in person or by proxy, and voting at a meeting duly called for this purpose.

To the extent the Board does not specifically perform the covenants of the Association under the Common Facilities Master Declaration, the individual Lot Owners are specifically empowered to enforce those covenants in order to carry out the purpose of the Association.

FIFTH: The business and affairs of the Association shall be carried on by the Board. The initial Board shall consist of three (3) Directors. Thereafter, upon the turnover of the Association to the Owners of the Lots, the Board shall consist of three (3) Directors. The terms of the Directors may be fixed by the Bylaws of the Association. Any vacancy occurring in the Board may be filled by a majority of the remaining members of the Board until the next annual meeting of the members. Until such time as successors are elected and qualified, the following persons are to serve as the Directors of the Association, with a mailing address as set forth opposite such Director's name below:

	<u>Name</u>	<u>Address</u>
1.	Mary Field	13 Noble's Pond Crossing Dover, DE 19904
2.	Judy Pry	13 Noble's Pond Crossing Dover, DE 19904
3.	Colleen Ostafy	13 Noble's Pond Crossing Dover, DE 19904

SIXTH: The Association shall have the power to acquire by purchase, devise or donation, or in any other manner, and to dispose of, any property, or property rights, real or personal, and to enter into and perform any and all contracts, leases, licenses or other agreements or undertakings relative to the rights, obligations and duties in the Common Facilities Master Declaration and to mortgage, pledge, restrict the use of, or otherwise encumber or grant and convey easements, declaration of restrictions or other agreements of record with respect to any of its property, and to draw, make, endorse and accept promissory notes and bills of exchange, provided that any such action by the Association shall be for the purpose of carrying

out the purposes for which it is incorporated, and provided that any such action is consistent with the foregoing provisions and the provisions of the Common Facilities Master Declaration.

SEVENTH: The Association shall be considered a "civic organization" as defined in 9 *Del. C.* §8110 (a) (1) and is subject to the following provisions:

- (i) The Association is not organized for profit;
- (ii) No part of the net earnings of the Association shall inure to the benefit of any private shareholder, member or individual; and
- (iii) Upon liquidation or dissolution of the Association, or abandonment by the Association, none of the assets of the Association nor benefits from its property will inure to the benefit of any person or organization except a community chest, public or nonprofit, foundation, government, governmental agency, civic organization, maintenance corporation or other nonprofit organization.

EIGHTH: A Director shall not be personally liable for monetary damages for a breach of a fiduciary duty as a director unless: (i) such breach constitutes a breach of the duty of loyalty to the Association or its members; (ii) the act or omission was not in good faith or otherwise involved intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the Director derived an improper personal benefit. A Director shall not be liable for a breach of the duty of loyalty for a self-interested transaction if the provisions of 8 *Del. C.* §144 are satisfied.

NINTH: This Certificate of Incorporation may not be amended except by the affirmative vote of members entitled to cast not less than sixty-seven percent (67%) of the votes of the members present, in person or by proxy, and voting at a meeting duly called for this purpose. The power to make, alter or repeal the Bylaws of the Association shall be in the members of the Association as provided in the Bylaws of the Association.

TENTH: The election of the Directors of the Association need not be by ballot unless the Bylaws of the Association shall so provide.

ELEVENTH: The Association shall exist perpetually.

THE UNDERSIGNED, being an authorized officer of The Villages of Noble's Pond Homeowners Association, Inc., for the purpose of amending and restating the Certificate of Incorporation of The Villages of Noble's Pond Homeowners Association, Inc. pursuant to the General Corporation Law of Delaware and the Acts amendatory thereof and supplemental thereto, does make and file this Amended and Restated Certificate of Incorporation, hereby declaring and certifying that the facts stated herein are true, and accordingly hereunto has set my hand and seal this 26th day of April, 2011.


Mary A. Field, President and Director



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

Instrument Number: 2011-189304

Recorded On: May 11, 2011

As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND HOMEOWNERS ASSOC

To VILLAGES OF NOBLES POND HOMEOWNERS ASSOC

of Pages: 23

Comment:

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

Miscellaneous With Notation	251.00	Marginal Notation	7.00
# of Pages	22	# of Notes	1
	0		0
Total:	258.00		

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

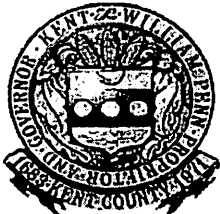
****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2011-189304
Receipt Number: 289929
Recorded Date/Time: May 11, 2011 03:03:20P
Book-Vol/Pg: BK-RE VL-5808 PG-212
User / Station: C Yerkes - Cashier 4

PARCELS INC
PO BOX 27
WILMINGTON DE 19899



Betty Lou McKenna

Accepted for Filing in:
Kent County
Doc# 189304
On: May 11, 2011 at 03:03P

22
1 note
\$ 258.

Tax Parcel Nos: See Schedule "A" attached hereto

Prepared by and return to:
John E. Tracey, Esquire
John C. Kuffel, Esquire
Young Conaway Stargatt & Taylor, LLP
The Brandywine Building - 17th Floor
1000 West Street
Wilmington, DE 19801

AMENDED AND RESTATED
BYLAWS
OF
THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC.
(April 26, 2011)

**AMENDED AND RESTATED
BYLAWS
OF
THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC.
(April 26, 2011)**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is "The Villages of Noble's Pond Homeowners Association, Inc." (hereinafter referred to as the "**Association**"). Any capitalized terms not otherwise expressly defined herein shall have the meanings and definitions provided in that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Association) dated April 26, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "**Recorder's Office**") at Volume 5787, Page 98, as it may be amended from time to time (the "**Common Facilities Master Declaration**").

Meetings of members and directors may be held at such places within the State of Delaware, Kent County, as may be designated by the Board of Directors.

The name and address of the Association's registered agent in the State of Delaware is as set forth in the Certificate of Incorporation.

**ARTICLE II
CORPORATE SEAL**

The corporate seal shall have inscribed thereon the name of the Association and the year of its incorporation.

**ARTICLE III
MEMBERS**

The Association is not a corporation organized for profit and it shall have no capital stock. The members of the Association shall be the Class A members and Class B members as hereinafter defined. The members shall be required to pay such assessments as may from time to time be levied by the Board of Directors of the Association (the "**Board**"). The Association shall have two (2) classes of Members; Class A and Class B Members.

a. Class A Members. With the exception of Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC and Eddie Evans Farm Phase VII, LLC (collectively, "**Declarant**"), each a Delaware limited liability company (until conversion of the Class B memberships as provided below), every Person or any combination thereof, who is an Owner of any Lot which is part of the Property shall be a Class A member of the Association; provided, however, that any such Person or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A member solely on account of such interest. At all the meetings of the Association, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership which vote or votes

may be cast in person or by proxy. When more than one (1) Persons are Owners of any Lot, all such Persons shall be Class A Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by any one or more Class A Members. In the event that Owners who hold title to any Lot either by the entireties, as joint tenants, as tenants in common, or in any other manner, attempt to cast the vote for such Lot in conflicting ways, then it shall be deemed that such Owners are unable to agree as to how such vote shall be cast and such vote shall not be counted or recorded for such Lot, except for purposes of determining if a quorum is present.

b. Class B Members. The Class B member shall be Declarant, its successors and assigns, at any time and from time to time as Declarant owns all or any portion of the Property, including by way of illustration and not of limitation, any one or more of the Lots and/or all or any portions of the Annexable Property annexed into the Property in accordance with the Common Facilities Master Declaration. The Class B membership shall be entitled to three (3) votes for each Lot which is part of the Property, whether or not such Lot is owned by such Class B member. By way of illustration and not of limitation, if the Property consists of a total of one hundred (100) Lots, then there shall be a total of four hundred (400) votes at all meetings of the Association with the Class B membership being entitled to three hundred (300) votes at all meetings of the Association and the Class A membership being entitled to one hundred (100) votes at all meetings of the Association; provided, however, that the Class B membership shall cease and be converted to Class A membership when, in its sole subjective and absolute discretion, the Class B Member elects to convert its Class B membership(s) into one or more Class A membership(s).

ARTICLE IV MEETING OF MEMBERS

Section 1. First Meeting of the Members. The first meeting of the Members shall held within ninety (90) days after the Class B membership ceases and is converted to Class A membership in accordance with Article III of these Bylaws, shall be called by the initial Board of Directors and shall be for the purpose of nominating and electing a Board of Directors. The initial Board of Directors shall send each Owner notice of the meeting at least thirty (30) days before the meeting. The notice shall specify the place, day, and hour of the meeting and shall state that the purpose of the meeting is to nominate and elect a new Board of Directors. Nominations shall be accepted by the initial Board of Directors in any form up and until the time of the election. A list of nominations, including the offices in which the nominee is interested, shall be prepared by the initial Board of Directors. Notwithstanding anything contained herein to the contrary, at any time and from time to time as there are any Class B members, the Board of Directors shall be elected and appointed by Declarant and Directors need not be members of the Association or Owners of any Lots in the Community. Thereafter, Directors must be members of the Association. Elections shall be by ballot, by plurality vote. Notwithstanding any contrary provision in the governing documents, quorum requirements for nomination and election of the first Board of Directors shall be duly satisfied if the meeting is properly noticed in conformance with this section.

Section 2. Annual Meeting of the Members. Commencing in the calendar year immediately following the date that the Class B membership ceases and is converted to Class A

membership in accordance with Article III of these Bylaws, the members of the Association shall meet at least once per year (which shall be a period of twelve consecutive months), at a time and place established by the Directors, for the purpose of nominating and electing a Board of Directors, or replacements thereto (subject to Article IV, Section 1 hereof), consisting of members of the Association and conducting other business as it may properly come before the meeting. Nominations shall be by written notice from any member received by the Board of Directors prior to the election of the Directors. In addition to nominations received by proxy, nominations may be made at the meeting. A list of nominations, including the offices in which the nominee is interested, shall be prepared by the Board of Directors. The Board of Directors shall oversee the election and a Director shall remain in office until a replacement is duly elected. Elections shall be by ballot, by plurality vote.

Section 3. Special meetings. Special meetings of the members may be called at any time by the President and must be called on the request, in writing or by the vote of the majority, of the Directors. The purpose of any special meeting(s) shall be limited to those purposes described in the notice of such special meeting(s).

Section 4. Notice of meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing, postage prepaid, or delivering by hand a copy of the notice, at least ten (10) days before the meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of notice. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. No change in the time or place of a meeting for the election of Directors, as fixed by these Bylaws, shall be made within ten (10) days next before the day on which such election is to be held. In case of any change in such time or place for such election of Directors, notice thereof shall be given to each member entitled to vote in person, or mailed to such member's last known post office address, at least ten (10) days before the election is held. Notwithstanding anything contained herein to the contrary, at any time and from time to time as there are any Class B members, no annual or special meetings need be called or held by the Directors or Association.

Section 5. List of members. A complete list of members entitled to vote, arranged in alphabetical order, shall be prepared by the Secretary and shall be open to the examination of any member at the principal office of the Association and the place of election, for ten (10) days prior thereto, and during the whole term of the election.

Section 6. Proxies. Each member entitled to vote shall, at every meeting of the members, be entitled to vote in person or by proxy, in writing and signed by such member, but no proxy shall be voted after one (1) year from its date, unless it specifically provides for a longer period. Every proxy shall be revocable, at any time, and shall automatically cease upon conveyance of the Lot. Such right to vote shall be subject to the right of the Board of Directors to close the transfer books or to fix a record date for voting members as hereinafter provided and if the Directors shall not have exercised such right, no vote shall be cast at any election for Directors by anyone who shall have accepted membership in the Association within ten (10) days of such election.

Section 7. Quorum. The presence at a duly noticed meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the total votes shall constitute a quorum for any action except as otherwise provided in the Certificate of Incorporation, these Bylaws or the Common Facilities Master Declaration. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

ARTICLE V BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The property and business of the Association shall be managed and controlled by its Board of Directors, consisting of three (3) Directors.

Section 2. Election. The initial three (3) Directors shall be designees appointed by the Class B Member. At any time and from time to time as there are any Class B Members, the Directors shall be elected and appointed by Declarant and need not be members of the Association or Owners of any Lots in the Community. Thereafter, Directors must be members of the Association and shall be elected by ballot, by plurality vote and, thereafter, any Director who ceases to be a member of the Association shall also automatically cease to be a Director and Officer of the Association. At the meeting of the members, as set forth above, the members shall elect the Directors for a one (1) year term. The Directors shall hold office until the next annual election and until their successors are elected and qualify.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board, though less than a quorum, by majority vote, and shall serve for the unexpired term of such Director's predecessor.

Section 4. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of such Director's duties.

Section 5. Action taken without a meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular meetings. After each annual election of Directors, the newly elected Directors may meet for the purpose of organization, the election of officers, and the transaction of other business, at such place and time as shall be fixed by the members at the annual meeting, and if a majority of the Directors are present at such place and time, no prior notice of such meeting shall be required to be given to the Directors. The place and time of such meeting may also be fixed by written consent of the Directors.

Section 2. Special meetings. Meetings of the Directors may be called by the President on five (5) days notice in writing or on two (2) days notice by telephone to each Director and shall be called by the President in like manner on the written request of two (2) Directors. A majority of the Directors shall constitute a quorum, but a smaller number may adjourn from time to time, without further notice, until a quorum is secured.

ARTICLE VII POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Determine and collect the assessments (as defined in the Common Facilities Master Declaration) and exercise all powers as provided in the Common Facilities Master Declaration;
- (b) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Certificate of Incorporation, or the Common Facilities Master Declaration;
- (c) Declare, if they choose, the office of a member of the Board of Directors to be vacant in the event the member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (d) Employ a manager, an independent contractor, or other employees as they deem necessary, and to prescribe their duties; and
- (e) Close the membership rolls of the Association for a period not exceeding ten (10) days preceding the date of any meeting of members.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement of its acts and corporate affairs to the members at the annual meeting of the members or at any special meeting when the statement is requested in writing by six (6) or more members of the Association;
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided herein, and in the Common Facilities Master Declaration, to:
 - (1) determine the amount of the annual assessment against each Lot by majority vote of Directors; and
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (3) keep an Assessment Lien Docket (the "Docket") for the purposes and as provided for herein;
- (d) Issue, upon demand by any Person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, not to exceed Fifty Dollars (\$50.00), may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain adequate liability and other insurance as deemed necessary or desirable in connection with the services to be performed by the Association under the Common Facilities Master Declaration;
- (f) Cause all officers, employees or independent contractors having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause all Common Facilities to be maintained as required;
- (h) Maintain the Docket as provided herein; and
- (i) Perform such other duties as provided in the Common Facilities Master Declaration.

ARTICLE VIII COMMITTEES

The Board of Directors may, by resolution or resolutions passed by a majority of the whole Board of Directors, designate such committees as it deems necessary or desirable, each such committee to consist of one (1) or more of the Directors of the Board of Directors and such member(s) of the Association as are designated by the Board of Directors in such resolution. Such committees may consist entirely of Directors of the Board of Directors. Such committees shall meet at stated times or on notice to all by any of their own number. They shall fix their own rules of procedure. A majority shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary in every case. Such committees shall have and may exercise the powers of the Board of Directors to the extent as provided in such resolution or resolutions.

ARTICLE IX OFFICERS OF THE ASSOCIATION

The officers of the Association shall be a President, one or more Vice-Presidents, Secretary, Treasurer, and such other officers as may from time to time be chosen by the Board of Directors. The President and Vice-President(s) shall be chosen from among the Directors. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer chosen or appointed by the Board of Directors may be removed with or without cause at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer or officers becomes vacant for any reason, the vacancy shall be filled by the affirmative vote of a majority of the whole Board of Directors.

Section 1. Duties of the President. The President shall be the chief executive officer of the Association. It shall be the President's duty to preside at all meetings of the members and Directors; to have general and active management of the business of the Association; to see that all orders and resolutions of the Board of Directors are carried into effect; to execute all agreements and other instruments in the name of the Association and to affix the corporate seal thereto when authorized by the Board of Directors.

The President shall have the general supervision and direction of the other officers of the Association and shall see that their duties are properly performed.

The President shall submit a report of the operations of the Association for the year to the Directors at their meeting next preceding the annual meeting of the members and to the members at their annual meeting.

The President shall be ex-officio a member of all committees and shall have the general duties and powers of supervision and management usually vested in the office of the president of a corporation.

Section 2. Vice-President. The Vice-President or Vice-Presidents, in the order designated by the Board of Directors, shall be vested with all powers and required to perform all the duties of the President in the President's absence or disability and shall perform such other duties as may be prescribed by the Board of Directors.

Section 3. President Pro Tem. In the absence or disability of the President and the Vice-Presidents, the Board may appoint from their own number a president pro tem.

Section 4. Secretary. The Secretary shall attend all meetings of the Association, the Board of Directors, and any committee meetings. The Secretary shall act as clerk thereof and shall record all of the proceedings of such meetings in a book kept for that purpose. The Secretary shall give proper notice of meetings of members and Directors and shall perform such other duties as shall be assigned to the Secretary by the President or the Board of Directors.

Section 5. Treasurer. The Treasurer shall have custody of the funds and securities of the Association and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Association as may be ordered by the Board or President, taking proper vouchers for such disbursements, and shall render to the President and Directors, whenever they may require it, an account of all the Treasurer's transactions as Treasurer, and of the financial condition of the Association, and at the regular meeting of the Board next preceding the annual members' meeting, a like report for the preceding year.

The Treasurer shall keep an account of the members of record in such manner and subject to such regulations as the Board of Directors may prescribe.

The Treasurer shall give the Association a bond, if required in writing by the Board of Directors, in sum and in form and with corporate security satisfactory to the Board of Directors for the faithful performance of the duties of the Treasurer's office and the restoration to the Association, in case of the Treasurer's death, resignation or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the Treasurer's possession, belonging to the Association. Such bond and security shall, if required, be provided at the Association's sole expense. The Treasurer shall perform such other duties as the Board of Directors may from time to time prescribe or require.

The Treasurer shall keep the Docket at the registered office of the Association. Immediately upon an assessment becoming delinquent as provided in the Common Facilities Master Declaration, the Treasurer shall cause an entry thereof to be made in the Docket, which entry shall disclose the date the entry is made, the names of the Owners of the Lot as shown in the Association's records, the number of the Lot, the amount of the delinquent assessment, the due date and the assessment period of the delinquent assessment. Upon written inquiry of any Owner or any attorney-at-law who certifies to the Association that he represents either an Owner of a Lot or a prospective purchaser thereof, the Treasurer, upon receipt of a reasonable service charge (as established by the Association from time to time but not to exceed Fifty Dollars (\$50.00)), shall certify to the inquiring Owner or attorney-at-law as to the assessment status of the Lot which is the subject of the inquiry, stating:

- (a) Whether the current assessment is paid; and/or
- (b) If there are any delinquent assessments or fines, all of the information entered in the Docket with respect to the Lot which is the subject of the inquiry, together with the per diem interest thereon, to be computed on each delinquent assessment from its respective due date to the date of receipt by the Association of payment thereof in full. Upon receipt by the Association of payment of any delinquent assessment, with interest and costs, if applicable, as herein above provided, the Treasurer shall enter in the Docket the date and amount of the payment received, together with the notation "Paid in Full."

Section 6. Delegation of duties. In case of the absence or disability of any officer of the Association or for any other reason deemed sufficient by the majority of the Board, the Board of Directors may delegate such officer's powers or duties to any other officer or to any Director for the time being.

ARTICLE X ASSESSMENTS

Section 1. Creation of the lien and personal obligation of assessments. By the Association Master Agreement, each member is deemed to covenant and agrees to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments.

The annual and special assessments, together with interest and costs of collection, as provided below, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which each assessment is made. Each assessment together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of the Lot at the time when the assessment fell due and shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of assessments. The assessments levied by the Association shall be used for the purposes more particularly described and defined in the Common Facilities Master Declaration and such incidental costs and expenses associated therewith, including, but not limited to, the payment of wage taxes and liability insurance thereon, and for the cost of labor, services, equipment, materials, management and supervision thereof and to generally carry out the purposes of the Association as set forth in the Certificate of Incorporation, these Bylaws, and the Common Facilities Master Declaration.

Section 3. Annual assessment. In accordance with Section 2(c)(1) of Article VII of these Bylaws, an annual assessment shall be set by a majority vote of the directors voting in person or by proxy. In the event that an annual assessment is not set as aforesaid for any period, then the annual assessment shall be the annual assessment for the immediately preceding period until such time as the annual assessment is set as aforesaid.

Section 4. Special assessments. In addition to the annual assessments authorized above, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, any of the aforementioned purposes of the assessments and/or the cost of any maintenance and upkeep of the Lots, as set forth in the Common Facilities Master Declaration. A special assessment, if necessary, shall be set by a majority vote of the directors voting in person or by proxy.

Section 5. Uniform rate. Both annual and special assessments shall be fixed at a uniform rate for all similarly situated Lots.

Section 6. Remedies for non-payment of assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse or abandonment of such Owner's Lot. It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the Lot with respect to which said assessments are made and it is expressly stated that by acceptance of title to any Lot included in the Community from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the Association. The lien of all assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any Lot which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages,

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

Section 7. Excluded property. The following property subject to the Common Facilities Master Declaration shall be excepted from the assessments, charges and liens created herein: (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) all Common Facilities and the Club Property; and (c) any and all Lots titled in the name of Declarant or any Participating Builder which are not occupied or used for residential purposes, including, but not limited to, sales or model homes. Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling use shall be excepted from said assessments, charges or liens.

ARTICLE XI BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Common Facilities Master Declaration, the Certificate of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost to be determined by the Board of Directors (to defray copying and administrative costs) not to exceed Fifty Dollars (\$50.00) for all three (3) documents.

ARTICLE XII ASSOCIATION PAYMENTS

All checks, drafts or orders for the payment of money shall be signed by the President and the Treasurer or by such other officer or officers as the members of the Association may approve.

ARTICLE XIII MEMBERS OF RECORD

The Association shall be entitled to treat the title holder or holders of record of any Lot as members in fact of the Association, and accordingly shall not be bound to recognize any equitable or other claim to or interest in such Lot or memberships on the part of any other person, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of Delaware.

ARTICLE XIV FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January of each year.

**ARTICLE XV
AMENDMENT**

Section 1. Amendment. These Bylaws may be amended, altered, repealed or added to at any regular meeting of the members or at any special meeting called for that purpose, by affirmative vote of not less than sixty-seven percent (67%) of the votes of the members of the Association.

**ARTICLE XVI
INCORPORATED BY REFERENCE**

All of the terms, conditions, matters and information contained and more fully set forth in the Certificate of Incorporation and the Common Facilities Master Declaration are incorporated by reference.

**ARTICLE XVII
MISCELLANEOUS**

All reference herein to the masculine shall be deemed to include the feminine or neuter genders, and vice versa, as appropriate. All reference herein to the singular shall be deemed to include the plural, and vice versa, as appropriate.

[End of text - Signature Page and Acknowledgment to follow]

IN WITNESS WHEREOF, the undersigned, being all of the Directors of the Association, have hereunto set their hands this 9 day of May, 2011.

Witness:

Donna D. Faubel

Mary Field, Director
Mary Field, Director

Donna D. Faubel

Judy Pry, Director
Judy Pry, Director

Donna D. Faubel

Colleen Ostafy, Director
Colleen Ostafy, Director

STATE OF DE)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, that on this 9 day of May, 2011, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Mary Field, Judy Pry, and Colleen Ostafy, each a Director of The Villages of Noble's Pond Homeowners Association, Inc., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed on behalf of each Director and the corporation.

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

Donna D. Faubel (Seal)
Notary Public or Notarial Officer
Print Name: Donna D. Faubel
My Commission Expires: 9/4/11

Donna D. Faubel
Comm. #20072949718
My commission expires:
9/4/11

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of The Villages of Noble's Pond Association, a Delaware corporation, and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 9 day of May, 2011.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 9 day of May, 2011.

Colleen Ostafy, Secretary
Colleen Ostafy, Secretary

STATE OF DE)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, that on this 9 day of May, 2011, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Colleen Ostafy, Secretary of The Villages of Noble's Pond Homeowners Association, Inc., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed on behalf of the corporation.

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

Donna D. Faubel
Comm. #20072949716
My commission expires:
9/4/11

Donna D. Faubel (Seal)
Notary Public or Notarial Officer
Print Name: DONNA D. FAUBEL
My Commission Expires: 9/4/11

SCHEDULE "A"
Tax Parcel Numbers

"Eddie I Tax Parcel Numbers"

PHASE 1A

Lot Number	Tax Parcel Number	Property Address
1	KH-00-056.02-01-01.00-000	SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-000	61 SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-001	31 SILVER MEADOWS LN
3	KH-00-056.02-01-03.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-001	57 SILVER MEADOWS LN
5	KH-00-056.02-01-05.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-001	87 SILVER MEADOWS LN
7	KH-00-056.02-01-07.00-000	642 NOBLE'S POND CROSSING DR
7	KH-00-056.02-01-07.00-001	642 NOBLE'S POND CROSSING RD
8	KH-00-056.02-01-08.00-000	NOBLE'S POND CROSSING LN
8	KH-00-056.02-01-08.00-001	628 NOBLE'S POND CROSSING LN
9	KH-00-056.02-01-09.00-000	NOBLE'S POND CROSSING LN
10	KH-00-056.02-01-10.00-000	602 NOBLE'S POND CROSSING RD
10	KH-00-056.02-01-10.00-001	602 NOBLE'S POND CROSSING 590 NOBLE'S POND CROSSING
11	KH-00-056.02-01-11.00-000	RD
11	KH-00-056.02-01-11.00-001	590 NOBLE'S POND CROSSING
12	KH-00-056.02-01-12.00-000	NOBLE'S POND CROSSING LN
13	KH-00-056.02-01-13.00-000	WATERS EDGE DR

Lot Number	Tax Parcel Number	Property Address
13	KH-00-056.02-01-13.00-001	21 WATERS EDGE DR
14	KH-00-056.02-01-14.00-000	WATERS EDGE DR
15	KH-00-056.02-01-15.00-000	WATERS EDGE DR
16	KH-00-056.02-01-16.00-000	61 WATERS EDGE DR
16	KH-00-056.02-01-16.00-001	61 WATERS EDGE DR
17	KH-00-056.02-01-17.00-000	WATERS EDGE DR
18	KH-00-056.02-01-18.00-000	89 WATERS EDGE DR
18	KH-00-056.02-01-18.00-001	89 WATERS EDGE DR
19	KH-00-056.02-01-19.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-001	115 WATERS EDGE DR
21	KH-00-056.02-01-21.00-000	WATERS EDGE DR
22	KH-00-056.02-01-22.00-000	WATERS EDGE DR
23	KH-00-056.02-01-23.00-000	NOBLE'S POND CROSSING DR
24	KH-00-056.02-01-24.00-000	NOBLE'S POND CROSSING DR
25	KH-00-056.02-01-25.00-000	NOBLE'S POND CROSSING DR
26	KH-00-056.02-01-26.00-000	NOBLE'S POND CROSSING DR
27	KH-00-056.02-01-27.00-000	NOBLE'S POND CROSSING DR
28	KH-00-056.02-01-28.00-000	NOBLE'S POND CROSSING DR
29	KH-00-056.02-01-29.00-000	NOBLE'S POND CROSSING DR
30	KH-00-056.02-01-30.00-000	NOBLE'S POND CROSSING DR
31	KH-00-056.02-01-31.00-000	NOBLE'S POND CROSSING DR
32	KH-00-056.02-01-32.00-000	NOBLE'S POND CROSSING DR
33	KH-00-056.02-01-49.00-000	WATERS EDGE DR
34	KH-00-056.02-01-50.00-000	WATERS EDGE DR
35	KH-00-056.02-01-51.00-000	WATERS EDGE DR
36	KH-00-056.02-01-52.00-000	WATERS EDGE DR
37	KH-00-056.02-01-53.00-000	WATERS EDGE DR
38	KH-00-056.02-01-54.00-000	WATERS EDGE DR
39	KH-00-056.02-01-55.00-000	WATERS EDGE DR
40	KH-00-056.02-01-56.00-000	NOBLE'S POND CROSSING DR
41	KH-00-056.02-01-57.00-000	NOBLE'S POND CROSSING DR
42	KH-00-056.02-01-58.00-000	NOBLE'S POND CROSSING DR
43	KH-00-056.02-01-59.00-000	NOBLE'S POND CROSSING DR
44	KH-00-056.02-01-60.00-000	NOBLE'S POND CROSSING DR
45	KH-00-056.02-01-61.00-000	NOBLE'S POND CROSSING DR
46	KH-00-056.02-03-16.00-000	PONDS EDGE WAY

Lot Number	Tax Parcel Number	Property Address
47	KH-00-056.02-03-15.00-000	PONDS EDGE WAY
48	KH-00-056.02-03-14.00-000	PONDS EDGE WAY
49	KH-00-056.02-03-13.00-000	PONDS EDGE WAY
50	KH-00-056.02-03-12.00-000	PONDS EDGE WAY
51	KH-00-056.02-03-11.00-000	PONDS EDGE WAY
52	KH-00-056.02-03-10.00-000	PONDS EDGE WAY
53	KH-00-056.02-03-09.00-000	CASSELBERRY LN
54	KH-00-056.02-03-08.00-000	CASSELBERRY LN
55	KH-00-056.02-03-07.00-000	CASSELBERRY LN
56	KH-00-056.02-03-06.00-000	CASSELBERRY LN
57	KH-00-056.02-03-05.00-000	CASSELBERRY LN
58	KH-00-056.02-03-04.00-000	CASSELBERRY LN
59	KH-00-056.02-03-03.00-000	CASSELBERRY LN
60	KH-00-056.02-03-02.00-000	CASSELBERRY LN
61	KH-00-056.02-03-01.00-000	CASSELBERRY LN
62	KH-00-056.02-02-87.00-000	CASSELBERRY LN
63	KH-00-056.02-02-86.00-000	CASSELBERRY LN
64	KH-00-056.02-02-85.00-000	CASSELBERRY LN
65	KH-00-056.02-02-84.00-000	CASSELBERRY LN
66	KH-00-056.02-02-83.00-000	CASSELBERRY LN
67	KH-00-056.02-02-82.00-000	CASSELBERRY LN
68	KH-00-056.02-02-81.00-000	CASSELBERRY LN
69	KH-00-056.02-02-80.00-000	CASSELBERRY LN
70	KH-00-056.02-02-79.00-000	CASSELBERRY LN
71	KH-00-056.02-02-94.00-000	CASSELBERRY LN
72	KH-00-056.02-02-95.00-000	CASSELBERRY LN
73	KH-00-056.02-02-96.00-000	CASSELBERRY LN
74	KH-00-056.02-02-97.00-000	CASSELBERRY LN
75	KH-00-056.02-02-98.00-000	CASSELBERRY LN
76	KH-00-056.02-02-99.00-000	CASSELBERRY LN
77	KH-00-056.02-02-88.00-000	CASSELBERRY LN
78	KH-00-056.02-02-89.00-000	CASSELBERRY LN
79	KH-00-056.02-02-90.00-000	CASSELBERRY LN
80	KH-00-056.02-02-91.00-000	CASSELBERRY LN
81	KH-00-056.02-02-92.00-000	CASSELBERRY LN
82	KH-00-056.02-02-93.00-000	CASSELBERRY LN
83	KH-00-056.02-02-78.00-000	CASSELBERRY LN
84	KH-00-056.02-02-46.00-000	FAIRMONT LN
85	KH-00-056.02-02-45.00-000	FAIRMONT LN
86	KH-00-056.02-02-44.00-000	FAIRMONT LN
87	KH-00-056.02-02-43.00-000	FAIRMONT LN
88	KH-00-056.02-02-42.00-000	FAIRMONT LN
89	KH-00-056.02-02-41.00-000	FAIRMONT LN
90	KH-00-056.02-02-40.00-000	FAIRMONT LN

Lot Number	Tax Parcel Number	Property Address
91	KH-00-056.02-02-39.00-000	FAIRMONT LN
92	KH-00-056.02-02-38.00-000	FAIRMONT LN
93	KH-00-056.02-02-37.00-000	FAIRMONT LN
94	KH-00-056.02-02-36.00-000	FAIRMONT LN
95	KH-00-056.02-02-35.00-000	FAIRMONT LN
96	KH-00-056.02-02-34.00-000	FAIRMONT LN
97	KH-00-056.02-02-33.00-000	FAIRMONT LN
98	KH-00-056.02-02-32.00-000	FAIRMONT LN
99	KH-00-056.02-02-31.00-000	30 FAIRMONT LN
99	KH-00-056.02-02-31.00-001	30 FAIRMONT LN
100	KH-00-056.02-02-30.00-000	98 NOBLE'S POND CROSSING RD
100	KH-00-056.02-02-30.00-001	98 NOBLE'S POND CROSSING
101	KH-00-056.02-02-47.00-000	FAIRMONT LN
102	KH-00-056.02-02-48.00-000	FAIRMONT LN
103	KH-00-056.02-02-49.00-000	FAIRMONT LN
104	KH-00-056.02-02-50.00-000	FAIRMONT LN
105	KH-00-056.02-02-51.00-000	FAIRMONT LN
106	KH-00-056.02-02-52.00-000	FAIRMONT LN
107	KH-00-056.02-02-53.00-000	FAIRMONT LN
108	KH-00-056.02-02-54.00-000	FAIRMONT LN
109	KH-00-056.02-02-55.00-000	FAIRMONT LN
110	KH-00-056.02-02-56.00-000	FAIRMONT LN
111	KH-00-056.02-02-29.00-000	82 NOBLE'S POND CROSSING DR
111	KH-00-056.02-02-29.00-001	82 NOBLE'S POND CROSSING
112	KH-00-056.02-02-28.00-000	WINDING CARRIAGE LN
112	KH-00-056.02-02-28.00-001	226 WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-000	WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-001	216 WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-000	WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-001	206 WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-000	WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
115	KH-00-056.02-02-25.00-001	198 WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-000	WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-001	192 WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-000	WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-001	182 WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-000	WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-001	170 WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-000	WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-001	160 WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-000	WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-001	154 WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-000	WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-001	146 WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-000	WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-001	136 WINDING CARRIAGE LN
123	KH-00-056.02-02-17.00-000	WINDING CARRIAGE LN
124	KH-00-056.02-02-16.00-000	WINDING CARRIAGE LN
125	KH-00-056.02-02-15.00-000	WINDING CARRIAGE LN
126	KH-00-056.02-02-14.00-000	WINDING CARRIAGE LN
127	KH-00-056.02-02-13.00-000	WINDING CARRIAGE LN
128	KH-00-056.02-02-12.00-000	WINDING CARRIAGE LN
129	KH-00-056.02-02-11.00-000	WINDING CARRIAGE LN
130	KH-00-056.02-02-10.00-000	WINDING CARRIAGE LN
131	KH-00-056.02-02-09.00-000	NOBLE'S POND CROSSING LN
132	KH-00-056.02-02-08.00-000	NOBLE'S POND CROSSING LN
133	KH-00-056.02-02-07.00-000	NOBLE'S POND CROSSING LN
134	KH-00-056.02-02-05.00-000	WINDING CARRIAGE LN
135	KH-00-056.02-02-04.00-000	WINDING CARRIAGE LN
136	KH-00-056.02-02-06.00-000	GUARD HOUSE LN
137	KH-00-056.02-02-01.00-000	WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
138	KH-00-056.02-02-02.00-000	WINDING CARRIAGE LN
139	KH-00-056.02-02-03.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-001	80 WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-000	WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-001	66 WINDING CARRIAGE LN
142	KH-00-056.02-01-93.00-000	KATY CT
142	KH-00-056.02-01-93.00-001	KATY CT
143	KH-00-056.02-01-92.00-000	KATY CT
144	KH-00-056.02-01-91.00-000	KATY CT
145	KH-00-056.02-01-90.00-000	46 WINDING CARRIAGE LN
145	KH-00-056.02-01-90.00-001	46 WINDING CARRIAGE LN
146	KH-00-056.02-01-89.00-000	WINDING CARRIAGE LN
147	KH-00-056.02-01-88.00-000	WINDING CARRIAGE LN
148	KH-00-056.02-01-84.00-000	NOBLE'S POND CROSSING LN
149	KH-00-056.02-01-83.00-000	NOBLE'S POND CROSSING LN
150	KH-00-056.02-01-82.00-000	NOBLE'S POND CROSSING CT
150	KH-00-056.02-01-82.00-001	80 SILVER MEADOWS LN
151	KH-00-056.02-01-85.00-000	SILVER MEADOWS LN
152	KH-00-056.02-01-86.00-000	SILVER MEADOWS LN
153	KH-00-056.02-01-87.00-000	SILVER MEADOWS LN
154	KH-00-056.02-01-81.00-000	KENDRA CT
155	KH-00-056.02-01-80.00-000	KENDRA CT
156	KH-00-056.02-01-74.00-000	KENDRA CT
157	KH-00-056.02-01-73.00-000	KENDRA CT
158	KH-00-056.02-01-72.00-000	STEEPLECHASE DR
159	KH-00-056.02-01-71.00-000	STEEPLECHASE DR
160	KH-00-056.02-01-70.00-000	STEEPLECHASE DR
161	KH-00-056.02-01-69.00-000	STEEPLECHASE DR
162	KH-00-056.02-01-68.00-000	STEEPLECHASE DR
163	KH-00-056.02-01-67.00-000	STEEPLECHASE DR
164	KH-00-056.02-01-66.00-000	STEEPLECHASE DR
165	KH-00-056.02-01-65.00-000	STEEPLECHASE DR
166	KH-00-056.02-01-64.00-000	STEEPLECHASE DR
167	KH-00-056.02-01-63.00-000	STEEPLECHASE DR

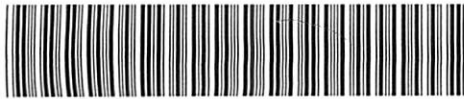
Lot Number	Tax Parcel Number	Property Address
168	KH-00-056.02-01-62.00-000	STEEPLECHASE DR
169	KH-00-056.02-01-48.00-000	BROWN DERBY DR
170	KH-00-056.02-01-47.00-000	BROWN DERBY DR
171	KH-00-056.02-01-46.00-000	BROWN DERBY DR
172	KH-00-056.02-01-45.00-000	BROWN DERBY DR
173	KH-00-056.02-01-44.00-000	BROWN DERBY DR
174	KH-00-056.02-01-43.00-000	BROWN DERBY DR
175	KH-00-056.02-01-42.00-000	BROWN DERBY DR
176	KH-00-056.02-01-41.00-000	BROWN DERBY DR
177	KH-00-056.02-01-40.00-000	BROWN DERBY DR
178	KH-00-056.02-01-39.00-000	BROWN DERBY DR
179	KH-00-056.02-01-38.00-000	NOBLE'S POND CROSSING DR
180	KH-00-056.02-01-37.00-000	NOBLE'S POND CROSSING DR
181	KH-00-056.02-01-36.00-000	NOBLE'S POND CROSSING DR
182	KH-00-056.02-01-35.00-000	NOBLE'S POND CROSSING DR
183	KH-00-056.02-01-34.00-000	NOBLE'S POND CROSSING DR
184	KH-00-056.02-01-33.00-000	NOBLE'S POND CROSSING DR
185	KH-00-056.02-02-67.00-000	COUNTRY CLUB DR
186	KH-00-056.02-02-66.00-000	COUNTRY CLUB DR
187	KH-00-056.02-02-65.00-000	COUNTRY CLUB DR
188	KH-00-056.02-02-64.00-000	COUNTRY CLUB DR
189	KH-00-056.02-02-63.00-000	COUNTRY CLUB DR
190	KH-00-056.02-02-62.00-000	COUNTRY CLUB DR
191	KH-00-056.02-02-61.00-000	COUNTRY CLUB DR
192	KH-00-056.02-02-60.00-000	COUNTRY CLUB DR
193	KH-00-056.02-02-59.00-000	COUNTRY CLUB DR
194	KH-00-056.02-02-58.00-000	COUNTRY CLUB DR
195	KH-00-056.02-02-57.00-000	COUNTRY CLUB DR
196	KH-00-056.02-02-77.00-000	NOBLE'S POND CROSSING DR
197	KH-00-056.02-02-76.00-000	NOBLE'S POND CROSSING DR
198	KH-00-056.02-02-75.00-000	NOBLE'S POND CROSSING DR
199	KH-00-056.02-02-74.00-000	NOBLE'S POND CROSSING DR
200	KH-00-056.02-02-73.00-000	NOBLE'S POND CROSSING DR
201	KH-00-056.02-02-72.00-000	NOBLE'S POND CROSSING DR
202	KH-00-056.02-02-71.00-000	NOBLE'S POND CROSSING DR
203	KH-00-056.02-02-70.00-000	NOBLE'S POND CROSSING DR
204	KH-00-056.02-02-69.00-000	NOBLE'S POND CROSSING DR
205	KH-00-056.02-02-68.00-000	NOBLE'S POND CROSSING DR
206	KH-00-056.02-01-78.00-000	BRIDLE CT
207	KH-00-056.02-01-79.00-000	BRIDLE CT
208	KH-00-056.02-01-75.00-000	BRIDLE CT
209	KH-00-056.02-01-77.00-000	BRIDLE CT
210	KH-00-056.02-01-76.00-000	COUNTRY CLUB DR

“Eddie VI Tax Parcel Number”

Lot Number	Tax Parcel Number	Property Address
PR. RD	KH-00-056.02-01-98.00-000	GUARD HOUSE LN

“Eddie VII Tax Parcel Numbers”

Lot Number	Tax Parcel Number	Property Address
OPEN SPACE	KH-00-056.02-01-96.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-01-97.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-03-17.00-000	PONDS EDGE WAY
OPEN SPACE, 15.6 A.	KH-00-056.02-03-18.00-000	NOBLE'S POND CROSSING



70 2014 00252968

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

Instrument Number: 2014-252968

Recorded On: March 26, 2014

As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND HOMEOWNERS ASSOC

To VILLAGES OF NOBLES POND HOMEOWNERS ASSOC

of Pages: 20

Comment:

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

Miscellaneous With Notation	221.00	Marginal Notation	7.00
# of Pages	19	# of Notes	1
	0		0
Total:	228.00		

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

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

File Information:

Record and Return To:

Document Number: 2014-252968
Receipt Number: 329026
Recorded Date/Time: March 26, 2014 10:23:21A
Book-Vol/Pg: BK-RE VL-7163 PG-296
User / Station: C Yerkes - Cashier 3

PARCELS INC
PO BOX 27
WILMINGTON DE 19899



Betty Lou McKenna

19
note
1228-

Tax Parcel Numbers: See **Schedule A-1** attached hereto

Prepared by and Return to:
John C. Kuffel, Esquire
Young Conaway Stargatt & Taylor, LLP
P. O. Box 391
Wilmington, DE 19899-0391

**FIRST SUPPLEMENT TO SCHEDULE "A" OF
AMENDED AND RESTATED BYLAWS OF
THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST SUPPLEMENT TO SCHEDULE "A" OF AMENDED AND RESTATED BYLAWS OF THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC. (this "**Supplement**") is made effective the 26th day of March, 2014 (the "**Effective Date**"). Any capitalized term not otherwise defined herein shall have the meaning given to such term in that certain Amended and Restated Bylaws of The Villages of Noble's Pond Homeowners Association, Inc., dated May 9, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "**Recorder's Office**") at Volume 5808, Page 212 (the "**Bylaws**").

Recitals

189304 | 11

WHEREAS, in accordance with Section 2.2 of the Common Facilities Master Declaration, Declarant has extended the covenants, conditions, and restrictions contained in the Common Facilities Master Declaration, and annexed within the Property and Community, the Annexed Property (as defined in that certain Third Amendment to Master Declaration of Easements, Covenants and Restrictions for the Villages of Noble's Pond (Association), dated March 20, 2014, and recorded in the Recorder's Office at Volume 7163, Page 238); and

WHEREAS, in connection with the annexation of the Annexed Property as aforesaid, Schedule "A" of the Bylaws is supplemented as hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, in consideration of the foregoing Recitals which are incorporated by reference herein, and for and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Schedule "A" of the Bylaws is hereby supplemented by adding the tax parcel numbers contained in Schedule "A-1" attached hereto to the end of Schedule "A" of the Bylaws.

In the event any provision of the Bylaws is inconsistent with the terms and provisions of this Supplement, the terms and provisions of this Supplement shall govern and control. This Supplement shall be governed by and construed in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the undersigned, being all of the Directors of the Association, have hereunto set their hands effective as of the Effective Date.

Witness:

Mary Field

Mary Field, Director

Judy Pry

Judy Pry, Director

Colleen Ostafy

Colleen Ostafy, Director

STATE OF Delaware)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, that on this 20th day of March, 2014, personally came before me, the Subscriber, a Notary Public in and for the State and County aforesaid, Mary Field, Judy Pry, and Colleen Ostafy, each a Director of The Villages of Noble's Pond Homeowners Association, Inc., a Delaware corporation, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their act and deed on behalf of each Director and the corporation.

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

JOHN E. TRACEY
Attorney at Law
State of Delaware
Notarial Officer Pursuant to
29 Del.C. § 4323(a)(3)
This Commission Has No Expiration

[Signature] (Seal)
Notary Public or Notarial Officer
Print Name: _____
My Commission Expires: _____

**FIRST SUPPLEMENT TO SCHEDULE "A" OF
AMENDED AND RESTATED BYLAWS OF
THE VILLAGES OF NOBLE'S POND HOMEOWNERS ASSOCIATION, INC.**

**Schedule "A-1"
Tax Parcel Numbers of Annexed Property**

"Eddie Farm Tax Parcel Numbers"

PHASE 2-A

Map #

Lot #

KH-00-056.02-04-98.00-000	OPEN SPACE
KH-00-056.02-04-99.00-000	OPEN SPACE
KH-00-056.02-05-97.00-000	ALL THE PRIVATE ROAD
KH-00-056.02-05-98.00-000	PUMP ST
KH-00-056.02-05-99.00-000	OPEN SPACE
KH-00-056.02-06-19.00-000	211
KH-00-056.02-06-18.00-000	212
KH-00-056.02-06-17.00-000	213
KH-00-056.02-06-16.00-000	214
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KH-00-056.02-04-01.00-000	422

PHASE 3-A

MAP #

LOT #

KH-00-056.02-07-01.00-000	423
KH-00-056.02-07-02.00-000	424
KH-00-056.02-07-03.00-000	425
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KH-00-056.02-07-15.00-000	437
KH-00-056.02-07-16.00-000	438
KH-00-056.02-07-17.00-000	439
KH-00-056.02-07-18.00-000	440
KH-00-056.02-07-19.00-000	441
KH-00-056.02-07-20.00-000	442
KH-00-056.02-07-21.00-000	443
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KH-00-056.02-07-27.00-000	449
KH-00-056.02-07-28.00-000	450
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PHASE 4-A

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KH-00-056.02-09-58.00-000 Roads on phases 3A and 4A

PHASE 5-A (FUTURE)

KH-00-056.02-08-99.00-000 Other Lands of Developer



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

Instrument Number: 2011-188325

Recorded On: April 26, 2011

As-Miscellaneous Without Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

of Pages: 80

Comment:

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

Miscellaneous Without Notation 821.00

of Pages 79

0

Total: 821.00

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

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

File Information:

Record and Return To:

Document Number: 2011-188325

Receipt Number: 289234

Recorded Date/Time: April 26, 2011 10:45:16A

Book-Vol/Pg: BK-RE VL-5787 PG-98

User / Station: C Yerkes - Cashier 4

REGAL CONTRACTORS LLC

410 SOUTH BRANDYWINE AVE

DOWNINGTOWN PA 19335



Betty Lou McKenna

Tax Parcel Nos: See Schedule "A" attached hereto

Prepared by and return to:
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**MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
THE VILLAGES OF NOBLE'S POND
(ASSOCIATION)**

THIS MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Declaration**") is made effective the 26th day of April, 2011, by Eddie Evans Farm Phase I, LLC ("**Eddie I**"), Eddie Evans Farm Phase VI, LLC ("**Eddie VI**"), and Eddie Evans Farm Phase VII, LLC ("**Eddie VII**"), each a Delaware limited liability company (Eddie I, Eddie VI, and Eddie VII are sometimes referred to collectively as [**"Declarant"**]).

RECITALS

WHEREAS, Eddie I is the owner of all those certain lots, generally known as the Tax Parcel Numbers listed on Schedule "A" attached hereto under the heading "Eddie I Tax Parcel Numbers", being Lot Nos. 1 through 210, inclusive, located in Kent County, Delaware, and more particularly described and depicted on that certain Record Plan for Villages of Nobles Pond Phase IA, prepared by McCrone, dated February 22, 2011, last revised on April 19, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "**Recorder's Office**") at Plot Book 113, Page 60 (collectively, and as amended from time to time, the "**Plan**") (collectively, the "**Eddie I Property**"); and

WHEREAS, Eddie VI is the owner of all those certain private roads situate in Phase IA of The Villages of Noble's Pond and consisting of 7.72 acres of land, more or less, in the aggregate, generally known as the Tax Parcel Number listed on Schedule "A" attached hereto under the heading "Eddie VI Tax Parcel Number", located in Kent County, Delaware, and more particularly described and depicted on the Plan (collectively, the "**Eddie VI Property**"); and

WHEREAS, Eddie VII is the owner of all those certain open spaces situate in Phase IA of The Villages of Noble's Pond and consisting of 16.57 acres of land, more or less, in the aggregate, generally known as the Tax Parcel Numbers listed on Schedule "A" attached hereto under the heading "Eddie VII Tax Parcel Numbers", located in Kent County, Delaware, and more particularly described and depicted on the Plan (collectively, the "**Eddie VII Property**"); and

WHEREAS, the Eddie I Property, Eddie VI Property and Eddie VII Property are sometimes referred to collectively as the “**Property**”, which Property is more particularly bounded and described on **Exhibit “A”** attached hereto; and

WHEREAS, Declarant currently intends to develop the Property as an age-restricted active adult single family community known as “The Villages of Noble’s Pond” (the “**Community**”) in accordance with the Plan; and

WHEREAS, Declarant desires to control and restrict both the construction of dwellings, structures and other improvements on the Property and the use to which all such dwellings, structures, and other improvements on the Property are put so as to promote and facilitate the development of a healthful, safe, harmonious, attractive and valuable community and for the preservation of the values and amenities in the community, and to this end, desires to subject the Property to certain covenants, restrictions and agreements as hereinafter more particularly set forth, all of which Declarant deems to be for the benefit of the Property and each Owner (as hereinafter defined) thereof.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the premises and other good and valuable consideration, Declarant, intending hereby to establish a legally binding plan of easements, covenants and restrictions on which prospective purchasers, Owners, mortgagees and other interested parties may rely, does hereby covenant and declare that henceforth it stands seized of the hereinbefore mentioned and described Property under and subject to the following covenants, restrictions, easements, obligations, conditions and agreements, which shall be covenants running with the land, and which shall be binding upon on all parties having any right, title or interest in all or any portion of the Property, their successors and assigns in title, and which shall inure to the benefit of Declarant, the Club Property Owner, the Association, each Provider and the Owners and their respective successors and assigns in title.

ARTICLE 1 **DEFINITIONS**

Section 1.1. “**Access Easement**” shall have the meaning ascribed in Section 7.1(s) hereto.

Section 1.2. “**Adjacent Property**” shall mean and refer to all those certain lots, pieces or parcels of land consisting of approximately **222.57 acres**, more or less, as more particularly described or depicted as “Lands of Eddie Evans Farm, LLC” on the Plan and being more particularly bounded and described on **Exhibit “B”** attached hereto.

Section 1.3. “**Annexable Property**” shall mean and refer to any real property contiguous to or in the vicinity of the Property, including all or any portion of the Adjacent Property and the Club Property.

Section 1.4. “**Association**” shall mean and refer to The Villages of Noble’s Pond Homeowners Association, Inc., its successors and assigns, a non-profit corporation incorporated under the laws of the State of Delaware in accordance with, and subject to the terms, covenants and conditions contained in, this Declaration.

Section 1.5. "attached hereto" shall mean "attached hereto and made a part hereof by reference as if fully rewritten herein".

Section 1.6. "Board" shall mean and refer to the Board of Directors of the Association.

Section 1.7. The terms "Club", "Club Base Membership", "Club Base Membership Charges", "Club Charges", "Club Property Documents", "Club Upgraded Membership", and "Club Upgraded Membership Charges" shall each have the meaning ascribed thereto in Article 12 hereof.

Section 1.8. "Club Property" shall mean and refer to all those certain lots, pieces or parcels of land consisting of approximately 6.23 acres, more or less, as more particularly described or depicted as "Active Open Space" and "Proposed Clubhouse" on the Plan and being more particularly bounded and described on Exhibit "C" attached hereto, together with any and all buildings, structures, betterments or other improvements located thereon. Subject to the terms, covenants and conditions contained in Article 12 hereof, captioned "Affirmative Obligations of Association and Owners and Club Rights". (1) the Club Property shall be owned, operated, controlled, managed and maintained by the Club Property Owner, or its successors or assigns, and (2) is not part of the Property or Community, including the Common Facilities.

Section 1.9. "Club Property Owner" shall mean and refer to Eddie Evans Farm Phase V, LLC, a Delaware limited liability company, its successors and assigns.

Section 1.10. "Common Facilities" shall mean and refer to all private open space and any common areas or common amenities located on the Property and more particularly depicted and described on the Plan and all improvements now and hereafter located thereon, including streets, drives and alleys unless accepted for dedication by DelDOT, curbs, sidewalks, stormwater management facilities, recharge systems, parks, recreational facilities and equipment, fire hydrants, landscaping, street furniture, lighting, fencing, trash receptacles, parking areas not located on public streets or within a fee simple lot, easements, monuments and markers, community signage, wetland and woodland preservation areas and the guard house, and contemplated and addressed in this Declaration and consisting of those areas intended and devoted to the private common use and enjoyment of the Owners and others entitled to the use thereof as provided in this Declaration and which are managed by the Association in accordance with this Declaration and the certificate of incorporation and bylaws of the Association. Notwithstanding anything contained herein to the contrary, Common Facilities shall expressly except and exclude any and all Lots and the Club Property.

Section 1.11. "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association, including a reasonable reserve and expenses for the maintenance of the Common Facilities in accordance with Article 5 hereof, all as may be found to be necessary or appropriate by the Board pursuant to this Declaration and the bylaws and certificate of incorporation of the Association and any and

all Club Charges due from the Owners under this Declaration and/or the Club Property Documents.

Section 1.12. “**Community**” shall have the meaning ascribed in the Recitals to this Declaration. Notwithstanding anything contained herein to the contrary, the Community shall expressly except and exclude the Club Property.

Section 1.13. “**Community-Wide Standard**” shall mean the standard of conduct, maintenance or other activity generally prevailing in the Community. Such standard may be more specifically determined and set forth by the Board.

Section 1.14. “**Construct**” or “**Construction**” or any variation thereof shall mean and refer to the development, design, layout, installation, erection, construction, addition, demolition, removal, replacement, reduction, enlargement, connection to, or any other activity that does not constitute Maintenance.

Section 1.15. “**Declarant**” shall mean and refer to Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC, and Eddie Evans Farm Phase VII, LLC, each a Delaware limited liability company, collectively, their respective successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges, memberships or powers of Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing. In no event shall a conveyance of all or any portion of the Property, including any one or more Lots, by Declarant be deemed to include any such assignment or transfer, but such assignment or transfer must be by a separate instrument to be effective.

Section 1.16. “**Declarant Control Period**” shall mean and refer to the period commencing on the date of this Declaration and expiring on the date that the Class B membership shall cease and be converted to Class A membership in accordance with the provisions of Section 4.2(b) hereof.

Section 1.17. “**Declaration**” shall mean and refer to this Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble’s Pond (Association), as the same may be amended from time to time.

Section 1.18. “**DUCIOA**” shall mean the Delaware Uniform Common Interest Ownership Act, 25 Del. C. §81-101, et seq., as amended.

Section 1.19. “**Eligible Mortgage Holder**” shall mean a holder, insurer or guarantor of a First Mortgage on a Lot who has submitted a written request for notice from the Association of amendments to this Declaration, or the bylaws and certificate of incorporation of the Association or other significant matters which would affect the interests of the mortgagee.

Section 1.20. “**Emergency**” and its various derivations shall mean and refer to any event, circumstance or condition created or arising out of the use, operation, or occupancy of all or any portion of the Property or the Club Property which may, in the absence of immediate action by Declarant, the Club Property Owner, the Association, or an

Owner, as applicable, and as otherwise provided under this Declaration (i) pose an immediate threat or irreparable harm to Declarant, the Club Property Owner, the Association or any Owner, or their respective successors, assigns, tenants, subtenants, agents, officers, directors, employees, agents, contractors, customers, visitors, licensees, invitees, guests, members or concessionaires or any other third party or (ii) pose an immediate threat or irreparable harm or significant property damage to all or any portion of the Property, the Club Property or to any property adjacent to the Property, or (iii) violate or result in the revocation of any or all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the occupancy, use and operation of all or any portion of the Property or Club Property, or (iv) invoke, create or impose civil or criminal liability upon Declarant, the Club Property Owner, the Association or any Owner by any governmental authority or third parties or (v) as reasonably determined by Declarant.

Section 1.21. “**Facilities Easements**” shall have the meaning ascribed thereto in Section 7.1(s) hereof.

Section 1.22. “**Facilities Improvements**” shall mean any and all pipes, lines, wires, cables and conduits, including any accessory or appurtenant facilities, structures or improvements, including meters, utility vaults, substations and pumping or treatment stations now or in the future associated with any Utilities.

Section 1.23. “**Facilities Services**” shall mean the supply of any one or more Utilities through any one or more Facilities Improvements to all or any portion of the Property and Community, including any Lots and Common Facilities, and the Improvements located thereon, in accordance with the terms, covenants and conditions contained herein and in the Service Agreement by and between a Provider and each Owner.

Section 1.24. “**Facilities Services Fees**” shall mean the fees, rates and other charges, including such fees, rates and charges associated with consumption, deposits, meter reading and other provided services for the Facilities Services as established by each Provider from time to time and at any time in accordance with the provisions hereof and the Service Agreement by and between such Provider and each Owner.

Section 1.25. “**Improvements**” or any variation thereof means the existing, as well as any future, buildings, dwellings, structures or other improvements and betterments located on all or any portion of the Property and Community, including the Lots and Common Facilities.

Section 1.26. “**including**” shall mean “including, without limitation,” and shall be construed as a word or phrase of illustration and not a term of limitation.

Section 1.27. “**Landscaping**” shall have the meaning ascribed in Section 7.1(s) hereto.

Section 1.28. “**Laws**” shall mean any and all statutes, laws, rules, regulations, ordinances and similar enactments or promulgations, by and from any local, county, state or federal agency or body, including environmental laws and regulations, any and all

applicable zoning, subdivision, health and building codes and any and all authorizations, approvals, certificates or permits or other instruments or documents that are issued by and from any local, county, state or federal agency or body which govern the ownership, occupancy, use, or operation (including any maintenance, repair and or replacement) of all or any portion of the Property or Community, including any Lot or Common Facilities, or the Club Property.

Section 1.29. "Lot" shall mean and refer to any plot of land intended for private individual residential use by subdivision as shown on the Plan, including any one or more residential dwelling units. Notwithstanding anything contained herein to the contrary, Lot shall expressly except and exclude the Common Facilities and the Club Property.

Section 1.30. "Lot Maintenance" shall have the meaning ascribed thereto in the Service Corporation Declaration.

Section 1.31. "Maintain" or "Maintenance" or any variation thereof shall mean the maintenance, management, installation, repair, restoration, addition, demolition, removal, replacement, enlargement, reduction, connection to, or any other change, alteration or modification of all or any portion of all or any portion of the Property or Community, including any Lots and Common Facilities.

Section 1.32. "Member" shall mean and refer to every person, group of persons, associations, limited liability company, corporation, partnership, trust, or other legal entity, or any combination thereof, who is an Owner and who holds any class of membership in the Association.

Section 1.33. "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more of the Lots. "First Mortgage", as used herein, shall mean a mortgage with priority over all other mortgages. As used in this Declaration, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees. As used in this Declaration, the term "institutional mortgagee" or "institutional holder" shall include banks, trust companies, insurance companies, mortgage insurance companies, savings and loan associations, trusts, mutual savings banks, credit unions, pension funds, mortgage companies, Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC"), all corporations and any agency or department of the United States Government or of any state or municipal government, or any other organization or entity which has a security interest in any Lot. In the event any mortgage is insured by the Federal Housing Administration ("FHA") or guaranteed by the Department of Veterans Affairs ("VA"), then as to such mortgage the expressions "mortgagee" and "institutional mortgagee" include the FHA or the VA as the circumstances may require, acting, respectively, through the Federal Housing Commission and the Secretary of Veterans Affairs or through other duly authorized agents.

Section 1.34. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property or

Community, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.35. "**Participating Builder**" shall mean and refer to any Person other than Declarant that, in the ordinary course of such Person's business, constructs residential structures on any portion of the Property or Community, including the Lots, for sale or lease to others.

Section 1.36. "**Persons**" or any variation thereof shall mean and refer to individuals, partnerships, co-tenancies, joint ventures, firms, associations, corporations, limited liability companies, business trusts, real estate investment trusts, trusts, banking associations or institutions, governmental bodies or authorities, or any other form of business or entity.

Section 1.37. "**Plan**" shall mean and refer to that certain Record Plan for Villages of Nobles Pond Phase 1A, prepared by McCrone, dated February 22, 2011, last revised on April 19, 2011, and recorded in the Recorder's Office at Plot Book 113, Page 100, together with any and all amendments, modifications or extensions thereof or thereto as may be made from time to time, as well as any subsequent subdivision, resubdivision, land development or other plan relating to all or any portion of the Property, including any individual Lot and all or any portion of the Common Facilities.

Section 1.38. "**Property**" shall mean and refer to that certain real property described on Exhibit "A" attached hereto, together with any Annexable Property to the extent any such Annexable Property is annexed into the Property and Community and the jurisdiction of the Association in accordance with the provisions of this Declaration. Notwithstanding anything contained herein to the contrary, Property shall expressly except and exclude the Club Property.

Section 1.39. "**Provider**" shall have the meaning ascribed in Section 7.1(s) hereto.

Section 1.40. "**Recorder's Office**" shall mean and refer to the Office of the Recorder of Deeds in and for Kent County, Delaware.

Section 1.41. "**Road**" or any variation thereof shall mean those rights-of-ways, streets, roads or other improved areas (whether public or private) designed for vehicular and pedestrian traffic located on all or any portion of the Property or Community, including the Lots and Common Facilities, which (1) provide access, ingress, egress, regress or movement on, over, to, from, between and within all or any portion of the Property or Community, including the Lots and Common Facilities, and one or more public or private streets, and/or (2) may connect to or with one or more rights-of-ways, streets, roads or other such improved areas (whether public or private) located on all or any portion of the Property or Community, including the Lots and Common Facilities.

Section 1.42. "**Service Agreement**" shall have the meaning ascribed thereto in Section 7.1(s) hereof.

Section 1.43. "Service Corporation" shall mean and refer to The Villages of Noble's Pond Service Corporation, its successors and assigns, a non-profit corporation incorporated under the laws of the State of Delaware in accordance with, and subject to the terms, covenants and conditions contained in, the Service Corporation Declaration.

Section 1.44. "Service Corporation Declaration" shall mean and refer to that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Service Corporation) by Declarant, dated April ~~26~~¹⁴, 2011, and recorded in the Recorder's Office at Book 113, Page 60, as the same may be amended from time to time.

Section 1.45. "Temporary Easements" shall have the meaning ascribed in Section 7.1(s) hereto.

Section 1.46. "Utilities" or any variation thereof shall mean and refer to electric power, natural, propane or any other type of gas, telephone, communications services, internet services, solar, cable television, sanitary and storm sewer, potable water, storm sewer lines, and other related utility services now or hereinafter located on, or provided to, all or any portion of the Property or Community, including the Lots and Common Facilities, and any Improvements located thereon, together with all pipes, lines, wires, cables and conduits, including any accessory or appurtenant facilities, structures or improvements, including meters, utility vaults, substations and pumping or treatment stations now or in the future associated with any one or more such Utilities.

ARTICLE 2

DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION

Section 2.1. Property Subject to this Declaration. The Property shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to all of the covenants, conditions and restrictions of this Declaration.

Section 2.2. Annexations of Annexable Property.

(a) The covenants, conditions, and restrictions of this Declaration may be extended to any Annexable Property. Any portion of the Annexable Property may be annexed within the Property and Community by Declarant without the consent of any Owner, Member, or other third party, or the Association, for a period of twenty (20) years from the date of recordation of this Declaration; provided, however, that if Declarant is delayed in the improvement and development of the Property or Community on account of a sewer, water or building permit moratorium or any other causes or events beyond Declarant's control, then the aforesaid twenty (20)-year period shall be extended by a period of time equal to the length of the delays or an additional three (3) years, whichever is greater. The scheme of this Declaration shall not, however, be extended to include any Annexable Property unless and until the same is annexed within the Property and Community, as determined by Declarant in its sole subjective and absolute discretion and in compliance with all Laws, by the recordation of a Supplementary Declaration as provided in Section 2.2(b) hereof. Except as otherwise provided above with respect to annexations of real property by Declarant, annexations of real property within the

Property and Community and the jurisdiction of the Association shall require the consent of two-thirds (2/3) of each class of Members.

(b) Any annexations made pursuant to this Article, or otherwise, shall be made by recording a Supplementary Declaration with the Recorder's Office, which Supplementary Declaration shall extend the scheme of this Declaration to such annexed property. Any Supplementary Declaration made pursuant to the provisions of this Article, or otherwise, may contain such complementary or supplemental additions and modifications to the covenants, conditions, restrictions, and easements set forth in this Declaration as may be considered necessary by the maker of such Supplementary Declaration to reflect the different character or use, if any, of the annexed property, including a partial or complete waiver of all or any portion of the covenants, conditions, restrictions, and/or easements of this Declaration with respect to the annexed property. Every Owner of a Lot in property annexed within the Property and Community and the jurisdiction of the Association shall have a non-exclusive easement (in common with others entitled thereto) of enjoyment in and to the Common Facilities and such other rights of use as are provided in Article 3 of this Declaration.

(c) Deannexation. Declarant may deannex any property annexed within the Property or Community and the jurisdiction of the Association as provided in Section 2.2 or any other portion of the Property without the consent of any Owner, Member, or any other third party, or the Association, for a period of twenty (20) years from the date of recordation of this Declaration subject to and in accordance with all Laws; provided, however, that (i) Declarant is the owner of such property at the time of deannexation, or (ii) if Declarant is not the owner of such property. Declarant deannexes such property with the written consent of the owner thereof. If Declarant is delayed in the improvement and development of the annexed property or any portion of the Community or Property on account of a sewer, water or building permit moratorium or any other cause or event beyond Declarant's control, then the aforesaid twenty (20)-year period to exercise the deannexation right shall be extended by a period of time equal to the length of the delays or an additional three (3) years, whichever is greater. Any deannexed property shall no longer be subject to the covenants, conditions, restrictions and easements of this Declaration except for (i) any easements, rights, reservations, exemptions, powers or privileges reserved to Declarant pursuant to this Declaration which affect the deannexed property and (ii) any other easements, rights, reservations, exemptions, powers or privileges which are expressly reserved to Declarant in the instrument effectuating such deannexation. Such deannexation shall be made by recording a Supplementary Declaration with the Recorder's Office, withdrawing the effect of the covenants, conditions, restrictions, and easements of this Declaration from the deannexed property. Such deannexed property may be utilized by Declarant and any successor, assign or transferee thereof, for any lawful purpose or use.

(d) Annexation of Property and Community. All or any portion of the Property may be annexed within and into any one or more towns, municipalities, villages, cities and the like by Declarant without the consent of any Owner, Member, or other third party, or the Association, for a period of twenty (20) years from the date of recordation of this Declaration; provided, however, that if Declarant is delayed in the improvement and development of the Property or Community on account of a sewer, water or building permit moratorium or any other causes or events beyond Declarant's control, then the aforesaid twenty (20)-year period shall be

extended by a period of time equal to the length of the delays or an additional three (3) years, whichever is greater.

ARTICLE 3 PROPERTY RIGHTS

Section 3.1. Owners' Easements of Enjoyment. Every Owner shall have a non-exclusive right and easement (in common with others entitled thereto) to use and enjoy the Common Facilities, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable, uniform and nondiscriminatory admission and other fees and assessments for the use of the Common Facilities;

(b) the right of the Association to suspend an Owner's voting rights and, subject to Section 3.2 hereof, right to use such Common Facilities (i) for any period during which any assessment against such Owner's Lot remains unpaid and (ii), after notice and an opportunity for a hearing, for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; provided, however, that the obligation of such Owner to pay assessments shall continue unabated during such period of suspension of voting rights or right to utilize such Common Facilities;

(c) the right of the Association to dedicate, sell or transfer all or any part of such Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective without the consent of Declarant (at any time and from time to time as Declarant shall own any portion of the Property or Community, including any one or more of the Lots and/or all or any portion of any Annexable Property annexed into the Property and Community in accordance with this Declaration) and two-thirds (2/3) of the total votes of the Members. Notwithstanding anything contained in this Declaration to the contrary, Declarant shall retain control of such Common Facilities until the expiration of Declarant Control Period, upon the expiration of which Declarant shall transfer control of the Association to the Owners;

(d) the right of the Association to limit the number of guests, visitors, licensees, invitees, or lessees of Owners utilizing such Common Facilities;

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of such Common Facilities;

(f) the right of the Association to provide for the exclusive use by specified Owners of certain designated parking spaces within such Common Facilities;

(g) the right of the Association, Declarant, utility companies and other Owners with respect to the easements established by this Declaration;

(h) the right of the Association, in accordance with its certificate of incorporation and bylaws, and with the consent of Declarant (at any time and from time to time

as Declarant shall own any portion of the Property or Community, including any one or more of the Lots and/or all or any portion of any Annexable Property annexed into the Property and Community in accordance with this Declaration) and two-thirds (2/3) of the total votes of the Members, to borrow money for the purpose of improving such Common Facilities in a manner designed to promote the enjoyment and welfare of the Members and in aid thereof to mortgage any portion of such Common Facilities;

(i) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosures; provided, however, that the same are in conformity with the other provisions of this Declaration;

(j) the right of Declarant, as more fully set forth in this Declaration, including Section 7.1 hereof, to grant easements, to utilize reserved rights and easements, and to otherwise utilize such Common Facilities as it deems appropriate in connection with the development of the Property and Community;

(k) the right of the Association, acting by and through the Board, to grant easements, licenses or other rights of use of such Common Facilities to persons or entities that are not Members of the Association for such consideration and on such terms and conditions as the Board may from time to time consider appropriate or in the best interest of the Association, Property or Community;

(l) the right of the Association to be the lessee of any portion or all of such Common Facilities and the right of the Association to enforce the terms of the lease with respect to such Common Facilities against such property and the Owners and their guests, visitors, licensees, invitees, or lessees; and

(m) the right of the Association, acting by and through the Board, to transfer or convey portions of such Common Facilities for purposes of adjusting the boundary lines of one or more Lots, Common Facilities and/or the Club Property; provided, however, that such transfer or conveyance has been approved, as necessary, by applicable local governmental authorities or agencies, or is otherwise in conformance with applicable Law, local zoning and subdivision ordinances, governmental guidelines, or restrictions.

Section 3.2. Limitations on Associations Rights. Notwithstanding any other provision of this Declaration to the contrary, the Association shall have no right to suspend the right of any Member of the Association to use the Common Facilities for necessary, ordinary and reasonable vehicular and pedestrian ingress and egress to and from such Owner's Lot, or to suspend any easement, license or other property interest over the Common Facilities for storm water drainage, electrical energy, water, sanitary sewer, gas, communication, or similar services or utilities to the Lots. The Common Facilities will be available for the type of active and passive recreational and open space uses contemplated under the Plan and the Laws. All Owners shall have the non-exclusive right (in common with others entitled thereto) to access and make reasonable use of the Common Facilities in accordance with the terms contained in this Declaration and as described in the approved Plan and the Laws both before and after they are conveyed to the Association, with the exception of those areas as may be reasonably and

necessarily restricted for access because of temporary safety reasons in connection with the development of the Property or Community.

Section 3.3. Delegation of Use. Any Owner may delegate, in accordance with the bylaws and rules and regulations of the Association, such Owner's right of enjoyment to the Common Facilities to such Owner's family members, guests, visitors, licensees, invitees, or lessees.

ARTICLE 4 **MEMBERSHIP AND VOTING RIGHTS**

Section 4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 4.2. Voting Rights. The Association shall have two (2) classes of voting membership: Class A and Class B Members:

(a) Class A. With the exception of Declarant (until conversion of the Class B memberships as provided below), every Person or any combination thereof, who is an Owner of any Lot which is part of the Property shall be a Class A Member of the Association; provided, however, that any such Person or any combination thereof, who holds such interest solely as security for the performance of an obligation shall not be a Class A Member solely on account of such interest. At all meetings of the Association, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership which vote or votes may be cast in person or by proxy. When more than one (1) Persons are Owners of any Lot, all such Persons shall be Class A Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot owned by any one or more Class A Members. In the event that Owners who hold title to any Lot either by the entirety, as joint tenants, as tenants in common, or any other manner, attempt to cast the vote for such Lot in conflicting ways, then it shall be deemed that such Owners are unable to agree as to how such vote shall be cast and such vote shall not be counted or recorded for such Lot, except for purposes of determining if a quorum is present.

(b) Class B. The Class B Member shall be Declarant, its successors and assigns, at any time and from time to time as Declarant owns all or any portion of the Property, including, by way of illustration and not of limitation, any one or more of the Lots and/or all or any portions of any Annexable Property annexed into the Property in accordance with this Declaration. The Class B membership shall be entitled to three (3) votes for each Lot which is part of the Property, whether or not such Lot is owned by such Class B Member. By way of illustration and not of limitation, if the Property consist of a total of one hundred (100) Lots, then there shall be a total of four hundred (400) votes at all meetings of the Association with the Class B membership being entitled to three hundred (300) votes at all meetings of the Association and the Class A membership being entitled to one hundred (100) votes at all meetings of the Association; provided, however, that the Class B membership shall cease and be converted to Class A membership when, in its sole subjective and absolute discretion, the Class B Member elects to convert its Class B membership(s) into one or more Class A membership(s).

Section 4.3 Proxies. Each Owner entitled to vote at a meeting of the Association, is entitled to vote in person or by proxy, in a writing signed by such Owner and provided to the Association, but no proxy shall be voted after one (1) year from its date, unless it provides for a longer period. Every proxy shall be revocable and shall automatically cease upon conveyance of the Lot owned by the Owner executing the proxy. Such right to vote shall be subject to the right of the Board to close the transfer books or to fix a record date for voting Owners as hereinafter provided and if the Board shall not have exercised such right, no vote shall be cast at any election for Directors of the Board by anyone who shall have accepted membership in the Association within ten (10) days of such election.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5.1. Creation of the Lien and Personal Obligation for Assessments. There are hereby created assessments for Common Expenses as may be from time to time specifically authorized by the Board to be commenced at the time and in the manner set forth in this Article 5. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments and (ii) special assessments. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a prior Owner's successors in title unless expressly assumed by such successors.

Section 5.2. Purpose of Assessments.

(a) The assessments levied by the Association shall be used exclusively to (i) promote the recreation, health, safety, and welfare of the residents in the Property and Community; (ii) for the improvement, maintenance, repair, and replacement of the Common Facilities; (iii) for the payment of real estate taxes, assessments and utility services for the Common Facilities; (iv) for management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including reserves for replacements or contingencies and charges accruing under any cross-easement or other agreement (including any such agreement for the maintenance of any Common Facilities), and (v) pay all fees and costs under or associated with the Club Charges as assessed under this Declaration and/or the Club Property Documents. The assessments (with the exception of, and expressly excluding, the Club Charges) may also be used for the maintenance, repair and replacement of any property or facilities serving or appurtenant to the Property or Community which the Association is obligated or elects to maintain whether or not such property or facilities are owned by the Association or are located within the Property or Community (including any property or facilities which the Association is authorized to maintain pursuant to this Declaration) or obligated to maintain pursuant to the Club Property Documents.

(b) The assessments levied by the Association with respect to the Common Facilities shall also be used for maintenance, repair and replacement (including reserves) of any and all storm water management facilities to the extent they are part of the Common Facilities and Kent County, Delaware does not assume responsibility for the maintenance, repair and replacement of the storm water management facilities, including drainage pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, whether such storm water management facilities are located within the Property or Community or not, as long as such storm water management facilities are designed to benefit or serve any portion of the Property or Community, or are required or intended to be maintained by the Association pursuant to any easement, agreement or the direction of any governmental authority or agency. The Association shall not refuse to accept the conveyance of any such facilities from Declarant. Such storm water management facilities may also benefit property not within the jurisdiction of the Association and the maintenance of such facilities may be set forth in a cross-easement or other agreement, in which event the Association shall maintain the facilities pursuant to such agreement.

Section 5.3. Annual Assessments; Budgets.

(a)

(i) During the Declarant Control Period, the sum of the annual average Common Expense liability of each Lot plus the annual average Club Base Membership Charges of each Lot, exclusive of optional user fees and any insurance premiums paid by the Association, shall not exceed \$500, as adjusted pursuant to Subsection 5.3(a)(ii) below.

(ii) Notwithstanding anything contained in this Declaration to the contrary, the assessment (with respect to the annual average Common Expense liability and the annual average Club Base Membership Charges) may not be increased during the Declarant Control Period without the consent of all Owners; except that commencing with the July 1 next following the effective date of DUCIOA (such effective date being October 1, 2009) and each July 1 thereafter during the Declarant Control Period, the assessment specified on this Declaration may be increased by an amount not in excess of three percent (3%) over the amount so calculated for the previous year.

(iii) After the expiration or earlier termination of the Declarant Control Period, the Board shall from time to time set the annual assessment at an amount sufficient to meet the Common Expenses of the Association. Without limiting the generality of the foregoing, the Association shall, at all times, levy and collect annual assessments in sufficient amounts to (i) maintain the Common Facilities in accordance with sound property and facility management standards and (ii) establish necessary reserves for the future repair and replacement of any capital improvements compromising the Common Facilities. The Board shall determine the amount of the annual assessment before the beginning of each fiscal year in connection with preparation of the Association's annual budget, and may do so at more frequent intervals should circumstances so require. Upon resolution of the Board, installments of annual assessments may be levied and collected on a monthly, quarterly, semi-annual or annual basis. Any Class A

Member may prepay one or more installments of any annual assessment levied by the Association without premium, penalty, discount or reduction.

(b) The Board shall make a reasonable effort to prepare a budget at least thirty (30) days before the beginning of each fiscal year. The Board shall make a reasonable effort to cause a copy of the budget, and the amount of the assessments to be levied against each Lot for the following year, to be delivered to each Owner at least thirty (30) days prior to the commencement date of the new assessments. The budget shall be approved by majority vote of the Board; provided, however, that (after the termination of all of the Class B memberships) any budget under consideration by the Board pursuant to this Section 5.3 that (i) would result in an increase in the Common Expenses of the Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year, or (ii) would result in an increase in the annual assessments payable by the Members in excess of thirty percent (30%) of the budgeted amount for annual assessments set forth in the budget for the immediately preceding fiscal year, shall be approved by the affirmative vote of Members entitled to cast not less than sixty-seven percent (67%) of the votes of the Members present, in person or by proxy, and voting at any meeting of the Association duly called for this purpose. Subject to the foregoing, all budgets approved by the Board shall become effective unless a special meeting of the Association is duly held and at such special meeting the budget is disapproved by a vote of Members entitled to cast not less than sixty-seven percent (67%) of the votes of Members present, in person or by proxy, and voting at such meeting. Notwithstanding the foregoing, however, in the event that the membership disapproves the budget or the Board fails for any reason to determine the budget for any fiscal year of the Association, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding fiscal year shall continue for the succeeding fiscal year.

Section 5.4. Working Capital Contribution. Declarant shall establish a working capital fund for the ongoing operation of the Association. Such working capital fund shall be funded by a one-time assessment equal to **Three Hundred and 00/100 Dollars** for each Lot listed on **Schedule "C"** attached hereto payable by the Declarant and **Five Hundred and 00/100 Dollars (\$500.00)** for all other Lots, which shall be payable by the initial purchaser of each such other Lot at the earlier of settlement or occupancy of such other Lot.

Section 5.5. Special Assessments, Budget Amendments.

(a) In addition to the annual assessments authorized by this Article, the Association may levy, in any assessment year, a special assessment or special assessments applicable to that year only for such purposes as the Board may deem appropriate, including for purposes of funding, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement located upon the Common Facilities and all fixtures and personal property related thereto, and to meet unforeseen or special expenditures as well as any budget deficit; provided, however, that (after the termination of all of the Class B memberships) any such assessment shall be approved by Members entitled to cast not less than sixty-seven percent (67%) of the votes of Members present, in person or by proxy, and voting at any meeting of the Association duly called for this purpose; provided, further, that any special assessment required because of conditions which, if not corrected, could constitute an Emergency or reasonably result in a threat to the health or safety of the Members or a significant risk of damage

to the Common Facilities may be approved by the Board without the foregoing vote of the Members.

(b) The Association may also levy a special assessment against any Owner to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the provisions of this Declaration, or the certificate of incorporation, bylaws and rules and regulations of the Association, or any applicable Laws; provided, that such special assessment may only be levied upon the affirmative vote of a majority of the Board, after notice and an opportunity for a hearing has been provided to the Owner.

(c) Any amendment to a previously approved budget shall be approved by majority vote of the Board; provided, however, that (after the termination of all of the Class B memberships) any amendment to a budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof that (i) would result in an increase in the Common Expenses of the Association in excess of fifteen percent (15%) of the budgeted amount for Common Expenses set forth in the budget for the immediately preceding fiscal year (including any increase in Common Expenses adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), or (ii) would result in an increase in the annual assessments payable by the Members in excess of fifteen percent (15%) of the budgeted amount for annual assessments set forth in the budget for the immediately preceding fiscal year (including any increase in assessments adopted in the budget for the then current fiscal year previously approved in accordance with Section 5.3 hereof), shall be approved by the affirmative vote of Members entitled to cast not less than sixty-seven percent (67%) of the votes of Members present, in person or by proxy, and voting at any meeting of the Association duly called for this purpose.

Section 5.6. Notice and Quorum. Written notice of any meeting called for the purpose of establishing a special assessment or budget amendment in accordance with Section 5.5 hereof or to approve a budget increase or Special Action in accordance with Section 5.3 or Section 5.13 hereof, shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast fifty percent (50%) of the votes of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

(a) Initial Meeting of Members. Notwithstanding any contrary provision in this Declaration, quorum requirements for nomination and election of the first Board consisting of Owners shall be duly satisfied if the meeting is properly noticed in conformance with the provisions of the bylaws and the certificate of incorporation of the Association.

Section 5.7. Uniform Rate of Assessment.

(a) Except as otherwise provided in this Declaration, including Section 5.8 of this Declaration, both annual and special assessments shall be fixed at a uniform and equitable rate for all Lots and may be collected in advance on a monthly, quarterly, semi-annual, or annual basis, or upon such other basis as may be determined by the Board.

(b) In the event that the actions or activities of any Owner causes or results in increased expenses for the Association, the Board may assess such increase in expenses against the Owner and such Owner's Lot, after notice to such Owner and an opportunity for a hearing. For example, and for purposes of illustration only, the Board may assess the amount of any insurance deductible paid by the Association against any Owner and such Owner's Lot if the Association is required to pay such deductible as a result of the misuse or neglect of the Owner. Such assessment shall be a lien against the Owner's Lot and shall be payable and collectible in the same manner as any other assessments required to be paid to the Association; provided, however, that Declarant shall not be subject to any assessment based on this Section 5.7(b).

Section 5.8. Exemptions from Annual and Special Assessments.

Notwithstanding anything contained herein to the contrary, Lots owned by Declarant or any Participating Builder and any Lot containing a model or sample home that is leased by Declarant or any Participating Builder, for so long as such home is used by Declarant or such Participating Builder as a model or sample home, and the Club Property, shall not at any time be subject to any annual assessments, special assessments, fees or other charges levied by the Association, and Declarant, such Participating Builder and the Club Property Owner shall not have any obligation whatsoever to pay any such annual assessments, special assessments, fees or other charges.

Section 5.9. Date of Commencement of Annual Assessments; Due Dates; Lien

Docket. Subject to Section 5.8 hereof, the annual assessments provided for herein shall commence and be payable as to each Lot upon the conveyance of title to such Lot or the occupancy of such dwelling by a party other than Declarant or any Participating Builder. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall make reasonable efforts to fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall keep an assessment lien docket (the "Docket") at the registered office of the Association, which, at the date of recording hereof, is 13 Noble's Pond Crossing, Dover, DE 19904, or such other location as the Association may determine from time to time. Immediately upon an assessment becoming delinquent as herein above provided, the Treasurer of the Association shall cause an entry thereof to be made in the Docket, which entry shall disclose the date the entry is made, the names of the Owners of the Lot as shown in the Association's records, the number of the Lot, the amount of the delinquent assessment, and the due date and the assessment period of the delinquent assessment. Upon written inquiry of any Owner or any attorney-at-law who certifies to the Association that he, she or it represents either an Owner of a Lot or a prospective purchaser or mortgagee thereof, the Treasurer, upon receipt of a reasonable service charge (as established by the Association from time to time), shall certify to the inquiring Owner, attorney-at-law, prospective purchaser or mortgagee as to the assessment status of the Lot which is the subject of the inquiry, stating:

(a) Whether the current assessment(s) is paid: and/or

(b) If there are any delinquent assessments or late fees, interest or costs, all of the information entered in the Docket with respect to the Lot which is the subject of the inquiry, together with the per diem interest thereon, to be computed on each delinquent assessment from

its respective due date to the date of receipt by the Association of payment thereof in full. Upon receipt by the Association of payment of any delinquent assessment, with late fees, interest and costs, if applicable, as herein above provided, the Treasurer shall enter in the Docket the date and amount of the payment received, together with the notation "Paid in Full." A properly executed certificate of the Association setting forth the status of assessments on a Lot shall be binding on the Association as of the date of its issuance.

Section 5.10. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date until paid at a rate determined by the Board, up to the maximum rate of interest permitted under the laws of the State of Delaware. The Association may also charge a reasonable late fee, not to exceed any limit established under applicable Laws, against any Owner (and/or such Owner's Lot) who is more than fifteen (15) days delinquent in the payment of any assessment. Additionally, the entire balance of the unpaid annual assessments for the remainder of the fiscal year may be accelerated at the option of the Board and be declared due, payable and collectible in the same manner as the delinquent portion of such annual assessment. By an Owner's acceptance of title to any Lot, each Owner shall be held to vest in the Association the right and power in its own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be, in the opinion of the Association, necessary or advisable for the collection of such assessments. The Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot (and all improvements thereon). No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Facilities or abandonment of such Owner's Lot. The Owner shall also be obligated to pay all attorneys' fees, court costs and administrative costs incurred in connection with the collection of assessments if not paid when due. This Section shall not be deemed to limit or waive, and shall be without prejudice to, any and all rights, remedies, or recourses as may be available to the Association for non-payment of assessments.

Section 5.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for liens or claims for a pro-rata share of such assessments resulting from a pro-rata reallocation of such assessments to all Lots, including the mortgaged Lot. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. No amendment to this Section shall affect the rights of the holder of any First Mortgage on any Lot (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof (or the indebtedness secured thereby) shall join in the execution of such amendment. Except where an Emergency requires an expenditure to prevent or minimize loss from further damage to, or deterioration of, the Common Facilities, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Board and by the affirmative vote of Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose.

(a) Right to Discontinue Services. Notwithstanding anything contained in this Declaration to the contrary, in addition to any other rights and remedies available to the Association as provided herein, or at law or in equity, the Association shall have the right, (but not the obligation or duty) to discontinue all or a portion of the services provided to any such Owner by the Association under this Declaration (without being liable to the Owner or any third party for any such discontinuance of services) until such time as full payment (including any other fines, costs, fees and other charges that may be assessed under this Declaration in connection with delinquent payments) is received as provided herein above.

Section 5.12. Reserve Fund Budget and Contribution. The Board shall annually prepare a reserve fund budget which shall take into account the number and nature of the replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset. The Board shall set the required reserve fund contribution in an amount sufficient to meet the projected reserve needs of the Association, as shown on the reserve fund budget, with respect both to amount and timing by the imposition of annual assessments over the period of the budget. The reserve fund contribution shall be fixed by the Board and included within the budget and assessment, as provided in Section 5.3. Such reserve fund contribution shall be payable as part of the general assessment, applicable to all Lots (except as otherwise provided with respect to Lots owned by Declarant in Section 5.8), to the extent such reserve fund will be utilized to replace assets which are determined by the Board to benefit substantially all Owners. Reserves may also be maintained for operating contingencies and insurance deductibles. A separate, interest-bearing reserve fund account shall be established and maintained by the Association. A copy of the reserve fund budget shall be distributed to each Owner in the same manner as the operating budget.

Section 5.13. Special Actions. Any provision of this Declaration or the certificate of incorporation and bylaws of the Association to the contrary notwithstanding, after the conversion of all of the Class B memberships, the Board shall not be authorized to take any "Special Actions" (as defined below) without the affirmative vote of Members entitled to cast not less than sixty-seven percent (67%) of the votes of all the Members present, in person or by proxy, and voting at a meeting of the Association duly called for this purpose. As used herein, the term "Special Actions" shall mean any and all actions taken by or on behalf of the Association, including commencing or maintaining any litigation, arbitration or similar proceeding, which would reasonably require the expenditure of funds in excess of Ten Thousand Dollars (\$10,000.00) in the aggregate during any fiscal year of the Association; provided, however, that the term "Special Actions" shall not be deemed to include (i) routine assessment collection actions under Article 5 of this Declaration, (ii) use restrictions set forth in Article 6 of this Declaration, or any rules and regulations of the Association adopted by the Board, or (iii) any expenditure made by the Association in accordance with any budget or budget amendment duly adopted in accordance with Article 5 of this Declaration, or (iv) any special assessment duly adopted in accordance with Article 5 of this Declaration. Each planned expenditure of more than Ten Thousand Dollars (\$10,000.00) shall require the prior approval of the Members in accordance with this Section. Any meeting of the Association held to approve any Special Actions under this Section shall be subject to the notice and quorum requirements set forth in Article 5, Section 5.6 of this Declaration. The Association shall not borrow against or encumber any portion of the Common Facilities nor use any funds from reserves of the Association to pay for such Special Actions, but the same shall be paid from and limited to the amounts provided in

the annual budget for such expenditures for the fiscal year and shall be raised by special assessment levied against the Members for such purpose. If such Special Actions are not concluded within one (1) year of the date of such resolution, the continued prosecution of such Special Actions beyond such period must be reaffirmed annually at a special meeting held for such purpose by the percentage vote of the Association as was required to adopt the original resolution. If the continued prosecution of such Special Actions are not reaffirmed, the Special Actions shall be discontinued and the Association shall have no further authority to act as the attorney-in-fact for the Association in the further prosecution or defense of such Special Actions but may, with the affirmative vote of Members entitled to cast not less than sixty-seven percent (67%) of the votes of all Members present, in person by proxy, and voting at a meeting of the Association duly called for this purpose, act as its attorney-in-fact with respect to any settlement or compromise of such Special Actions; provided the same is completed within six (6) months thereafter. If the Members, by resolution approved in accordance with this Section, authorizes the Association to initiate any Special Actions, then the decisions relating to the conduct of the Special Actions shall be made by the Association and its legal counsel, consultants and others engaged or retained by the Association for such purposes.

ARTICLE 6 **USE RESTRICTIONS**

In addition to all other covenants contained herein, the use of the Common Facilities are subject to the following:

Section 6.1. House Rules, Etc. There shall be no violation of any reasonable rules for the use of the Common Facilities not inconsistent with the provisions of this Declaration which may from time to time be adopted by the Board and promulgated among the membership by the Board in writing, and the Board is hereby and elsewhere in this Declaration authorized to adopt such rules and regulations.

Section 6.2. Exemptions. None of the restrictions and provisions set forth in this Article 6 nor any other restrictions and provisions contained in this Declaration shall be applicable (i) to any portion of the Property or Community owned by Declarant or any Participating Builder or to the activities of Declarant or any Participating Builders, and their respective officers, employees, agents, successors and assigns, in their development, marketing, leasing and sales activities within the Property and Community or (ii) to the Association, its officers, employees and agents, in connection with the proper maintenance, repair, replacement and improvement of the Common Facilities or (iii) to all or any portion of the Club Property or to any activities of the Club Property Owner or its officers, employees, agents, guests, vendors, contractors, invitees, licensees, tenants, successors and assigns on the Club Property. Nothing contained in this Article 6, or elsewhere in this Declaration, shall be construed to prohibit Declarant or any Participating Builder from using any portion of the Property or the Community, or any improvements thereon, except for any Lots not owned by Declarant or any such Participating Builder for promotional or display purposes, as "model homes," as sales and/or construction offices, or the like.

Section 6.3. Notice of Agricultural Use. The Property and Community are located in the vicinity of land used primarily for agricultural purposes on which normal

agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of the Property and Community is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

ARTICLE 7
DECLARATION OF EASEMENTS AND RIGHTS

Section 7.1. Declaration of Easements and Rights. The following easements and rights are hereby declared or reserved:

(a) Declarant hereby reserves the right, power and privilege to grant, at any time and from time to time, one or more easements, both temporary and permanent, to all public authorities and utility companies over any part of the Property and Community, including the Common Facilities.

(b) Each Lot and Common Facilities are hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining Lots and Common Facilities for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, roof overhangs, gutters, architectural or other appendages, draining of rainwater from roofs, or any other similar cause, there shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of any Owner if said encroachment occurred due to the willful misconduct of said Owner. In the event a structure on any Lot or Common Facilities or the Club Property is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot and the Association agree that minor encroachments over adjoining Lots or Common Facilities shall be permitted and that there shall be easements for the maintenance of said encroachments so long as they shall exist.

(c) There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a non-exclusive, perpetual blanket easement upon, across and under the Property and Community (provided such easement does not encroach upon any building within the Property or Community or unreasonably interfere with the use and enjoyment of the Property or Community), for vehicular and pedestrian ingress and egress, curb cuts, slope, and grading easements, as well as for the installation, replacement, repair and maintenance of all utilities, including water, sewer, drainage, storm water detention and/or siltation, gas, cable television, telephones and electricity, and further including the right, power and privilege to connect to and use any such utilities which may exist or be located upon all or any portion of the Property or Community from time to time. By virtue of this easement, it shall be expressly permissible to erect and maintain the necessary poles, pipes, lines, service boxes, and other equipment on the Property or Community, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property or Community, including any improvements constructed thereon, and to have construction vehicles, equipment and the like exercise the aforesaid right of ingress and egress over the Property or Community.

There is further reserved unto Declarant and its agents the right, power and privilege to erect entry features, promotional and other similar items within the Property or Community provided they do not unreasonably interfere with the use, operation and enjoyment of the Property or Community. There is further reserved unto Declarant the right, power and privilege to grant specific easements, both temporary and permanent, to any Person, including all public authorities and utility companies, over all or any portion of the Property or Community in furtherance of the blanket easement created by this subsection. Further, without limiting the generality of the foregoing, Declarant reserves the right, power and privilege to unilaterally execute and record such additional easements and agreements as may be necessary in order to give effect to the foregoing easements and other rights, which additional easements and other agreements need not be consented to or joined in by any party having an interest in the Property or Community; provided, however, that if requested by Declarant, any party having an interest in the Property or Community shall promptly join in and execute such confirmatory easements and other agreements.

(d) The Property is hereby subject to a non-exclusive, perpetual easement and right of passage, for the benefit of the Members and the Club Property Owner and the Club Property Owner's officers, employees, agents, guests, vendors, contractors, invitees, licensees, tenants, successors and assigns, for ordinary and reasonable pedestrian ingress and egress over, across and upon any sidewalk, trail or walkway (or the replacement thereof) constructed within the Property that may reasonably be deemed to have been constructed or intended for pedestrian use.

(e) An easement is hereby reserved unto Declarant and its agents to enter all or any portion of the Property, including the Lots and Common Facilities, during the period of construction, development and sale on, or of, all or any portion of the Property and Community, and to maintain the Common Facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction or development of the Common Facilities and for the construction, development and sale of residences, including a business office, sales/leasing office, storage area, construction yards, signs, displays and model units.

(f) An easement is hereby reserved to Declarant and its agents to enter all or any portion of the Property, including the Lots and Common Facilities, for the purpose of carrying out any obligations it may have, or assume, with respect to the curing of any defects in workmanship or materials in the Property, Community, Common Facilities or the improvements thereon. There is further reserved unto Declarant and its agents a non-exclusive easement over, across and through all or any portion of the Property and Community for the purpose of access, the storage of building supplies and materials and equipment and, without any limitation, for any and all purposes reasonably related to the completion of the development, construction, rehabilitation and repair of all or any portion of the Property or Community.

(g) There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a perpetual blanket easement and right on, over and under all and every portion of the Property and Community to establish, maintain, change and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Any provision hereof to the contrary notwithstanding, Declarant shall have no obligation whatsoever to perform any

work or to take any action regarding drainage of surface water within the Property or Community. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action as may be reasonably necessary, following which Declarant shall restore the affected property to its original condition as near as practicable. Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Declarant an Emergency exists which precludes such notice. There is further reserved unto Declarant the right to grant specific easements, both temporary and permanent, to any person or entity, including all public authorities and utility companies, over all or any portion of the Property or Community in furtherance of the blanket easement created by this subsection.

(h) The rights and duties of the Association and the Owners with respect to all public and/or private utilities serving and/or benefiting all or any portion of the Property or Community, including water, sewer, gas, electricity, cable television, telephones, storm drains, down spouts, yard drains, and all pipes, wires, cables, conduits, transmission lines and other related facilities and equipment (collectively, the "Utilities") shall be governed by the following:

(i) Each Lot is hereby subject to a non-exclusive perpetual easement and right of passage upon, across and under such Lot, for the benefit of the Association and the Owners of all other Lots and the Club Property Owner for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Owner of any Lot and the Association and the Club Property Owner shall have the right, and they are hereby granted an easement and right of passage to the extent necessary therefor, to enter upon or have a utility company enter upon any portion of the Property or Community in which the Utilities lie, to inspect, repair, replace and generally maintain such Utilities.

(ii) The right granted in subsection (i) above shall be only to the extent necessary to entitle the Owner of the property serviced by the Utilities (including the Association as the owner of the Common Facilities) to their full and reasonable use and enjoyment of such property, and provided further that anyone exercising such right shall be responsible for restoring the surface of the easement area so used to its condition prior to such use.

(i) Each Lot is hereby subject to an easement and right of passage upon, across and under such Lot for the drainage and discharge of water from any storm drain, down spout or yard drain situated on all or any portion of the Property or Community, including any Lot or the Common Facilities, or the Club Property, and the Owner of such Lot may not alter or obstruct such drainage or flow of water to the detriment of all or any portion of the Property or Community, including any Lot or the Common Facilities, or the Club Property.

(j) The Association and the Club Property Owner shall have an easement to enter any portion of the Property or Community for the performance of its duties hereunder, including fenced or other similar areas of the Property or Community.

(k) With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any Lot and is constructed by Declarant and which may encroach upon any portion of the Common Facilities, there is hereby reserved for the benefit of the Lot that such step, patio, deck, downspout, drain or other structure serves, a perpetual

easement for the location, maintenance, repair and use of such structure or items within the Common Facilities, but only to the extent that Declarant's original construction thereof encroaches within the Common Facilities. The Owner of the Lot benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

(l) There is hereby created for the benefit of each Lot, which is enclosed, in whole or in part, by any wooden, brick, stone or other similar fence and/or wall constructed by Declarant, a perpetual easement to use any portion of the Common Facilities that may be located between such fence and/or wall and the record platted lot line for such benefited Lot. The obligation to maintain such portion of the Common Facilities shall be that of the Owner of the benefited Lot, and the obligation to maintain such portion of the wooden, brick, stone, or other similar fencing as is located within the Common Facilities, and which encloses the benefited Lot, in whole or in part, shall be that of the Association. The Owner of any Lot benefiting from the foregoing easement agrees to indemnify and hold the Association harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement rights provided for herein.

(m) A mutual right and easement for utility services is hereby established for the benefit of all Owners, the Club Property Owner and the Association, such that no action which would in any way interfere with utility services being provided to other Owners within the Property or Community or the Club Property Owner shall be taken by any Owner or the Association. If a Lot contains any utility pipes, ducts, conduits, wires or the like which are for the benefit, in whole or in part, of other Owners within the Property or Community or the Club Property Owner, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such utilities caused by the Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

(n) The Association and the Club Property Owner and their respective agents and employees, shall have an irrevocable right and an easement to enter the Lots and the Common Facilities for purposes of exercising the rights and fulfilling the obligations established by this Declaration and any supplementary declarations recorded hereafter.

(o) Declarant hereby reserves the right, power and privilege to modify or alter the size, number, type and location of the Common Facilities and the Lots and the Club Property and any other improvements thereon, as it deems necessary or desirable in conjunction with the development of the Property or Community or the Club Property. Without limiting the generality of the foregoing, Declarant reserves the right to subdivide and resubdivide all or a portion of the Property or Community or Club Property, to convey Common Facilities or the Club Property, to modify the site plans, to construct the Common Facilities or the Club Property, and to take whatever other action with respect to the Common Facilities and Lots and Club Property as Declarant may deem necessary or desirable.

(p) The Association is hereby granted a non-exclusive easement and right of passage on, through, over, under and across the Lots and Common Facilities to maintain, repair and replace any Common Facilities.

(q) There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a non-exclusive perpetual blanket easement upon, across and under all and every portion of the Property and Community (provided such easement does not encroach upon any building within the Property or Community or unreasonably interfere with the use and enjoyment of the Property or Community), for the following purposes: (i) ingress and egress to and from any and all portions of the Property and Community by trucks, construction equipment, construction personnel and the like; (ii) to construct, install, reconstruct, alter, modify, remove and replace the Common Facilities or any other improvements within the Property and Community; (iii) to excavate, fill and coordinate the height, grade, slope and contour of the Property and Community, and to add and remove soil from the Property; and (iv) for the conduct of all other development, construction, marketing, sales, leasing and related activities as may be deemed necessary or desirable by Declarant to implement the Plan, to comply with requirements imposed by Kent County, Delaware, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property or Community, and/or to comply with applicable Laws.

(r) Reservation and Grant of Adjacent Property Easements, Rights and Privileges.

(i) Reservation and Grant of Community Utility Easements. Declarant hereby creates, imposes, grants, establishes, retains, reserves and conveys unto Declarant and the Owners of all or any portion of the Adjacent Property, for the benefit of Declarant and all and every portion of the Adjacent Property and the Owners of all or any portion of the Adjacent Property, together with their respective mortgagees, occupants, tenants, subtenants, agents, contractors, customers, visitors, licensees, invitees, guests, members and concessionaires (collectively, "Permittees"), one or more free, perpetual and uninterrupted non-exclusive rights, privileges, and easements on, under, over, across, within and through all and every portion of the Property and Community, including any Lots and Common Facilities, in common with others entitled to the use thereof, together with the right, privilege and authority to Construct and Maintain any one or more Utilities on, under, over, across, within and through all and every portion of the Property and Community, including any Lots and Common Facilities, that are reasonably necessary or required for the use, operation, development, enjoyment, Construction and/or Maintenance of all or any portion of the Adjacent Property now or in the future, all for the benefit, in perpetuity, of Declarant, all and every portion of the Adjacent Property, and the Owners thereof, in accordance with all applicable Laws (collectively, the "Community Utility Easements"). The location of the Community Utility Easements and the associated Utilities on, under, over, across, within and through all or any portion of the Property and Community shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not unreasonably and materially interfere with, or impede the use and enjoyment of, the Property and Community as a residential community.

(ii) Reservation and Grant of Adjacent Property Utility Easements. Declarant hereby creates, imposes, grants, establishes, retains, reserves and conveys unto Declarant, for the benefit of Declarant, together with its Permittees, one or more free, perpetual and uninterrupted non-exclusive rights, privileges, and easements on, under, over, across, within and through all and every portion of the Adjacent Property, in common with others entitled to the use thereof, together with the right, privilege and authority to Construct and Maintain any one or

more Utilities on, under, over, across, within and through all and every portion of the Adjacent Property, that are reasonably necessary or required for the use, operation, development, enjoyment, Construction and/or Maintenance of all or any portion of the Property, Community and/or Adjacent Property now or in the future, all for the benefit, in perpetuity, of Declarant (collectively, the “**Adjacent Property Utility Easements**”). The location of the Adjacent Property Utility Easements and the associated Utilities on, under, over, across, within and through all or any portion of the Adjacent Property shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not unreasonably and materially interfere with, or impede the use and enjoyment of, the Adjacent Property as a residential community.

(iii) Reservation and Grant of Community Cross Access Easements.

Declarant hereby creates, imposes, grants, establishes, retains, reserves and conveys unto Declarant and the Owners of all or any portion of the Adjacent Property, for the benefit of Declarant and all and every portion of the Adjacent Property and the Owners of all or any portion of the Adjacent Property, together with their respective Permittees, one or more free, perpetual and uninterrupted non-exclusive rights, privileges, easements and rights-of-way over and across any and all rights-of-ways, streets, roads or other improved areas (whether public and/or private) (collectively, the “**Community Roads**”) designed for vehicular and pedestrian traffic now or in the future created or located on all or any portion of the Property or Community for purposes of vehicular and pedestrian access, ingress, egress, regress and movement on, over, to, from, between and within the Community Roads (collectively, the “**Community Cross Access Easements**”). The location of the Community Roads on the Property shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not unreasonably and materially interfere with, or impede the use and enjoyment of, the Property or Community as a residential community.

(iv) Reservation and Grant of Adjacent Property Cross Access Easements. Declarant hereby creates, imposes, grants, establishes, retains, reserves and conveys unto Declarant, for the benefit of Declarant, together with its Permittees, one or more free, perpetual and uninterrupted non-exclusive rights, privileges, easements and rights-of-way over and across any and all rights-of-ways, streets, roads or other improved areas (whether public and/or private) (collectively, the “**Adjacent Property Roads**”) designed for vehicular and pedestrian traffic now or in the future created or located on all or any portion of the Adjacent Property for purposes of vehicular and pedestrian access, ingress, egress, regress and movement on, over, to, from, between and within the Adjacent Property Roads (collectively, the “**Adjacent Property Cross Access Easements**”). The location of the Adjacent Property Roads on the Adjacent Property shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not unreasonably and materially interfere with, or impede the use and enjoyment of, the Adjacent Property as a residential community.

(v) Reservation and Grant of Community Temporary Easements. In connection with the exercise and enjoyment of any one or more of the rights, privileges and easements, including the Community Utility Easements and Community Cross Access Easements, created, imposed, granted, established, retained, reserved or conveyed under this Declaration, Declarant does hereby create, impose, grant, establish, retain, reserve and convey unto Declarant and the Owners of all or any portion of the Adjacent Property, for the benefit of

Declarant and all and every portion of the Adjacent Property and the Owners of all or any portion of the Adjacent Property, together with their respective Permittees, one or more temporary and non-exclusive Construction and Maintenance easements (collectively, the "Community Temporary Easements") on, under, over, across, within and through all and every portion of the Property and Community as may be reasonably necessary or convenient, from time to time and at any time, in connection with the use, operation, enjoyment, Construction or Maintenance of any one or more of the rights, privileges and easements, including the Community Utility Easements and Community Cross Access Easements, or any modifications to any of the foregoing, as permitted under this Declaration. The location of the Community Temporary Easements shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not unreasonably and materially interfere with, or impede the use and enjoyment of, the Property or Community as a residential community.

(vi) Reservation and Grant of Adjacent Property Temporary Easements. In connection with the exercise and enjoyment of any one or more of the rights, privileges and easements, including the Adjacent Property Utility Easements and Adjacent Property Cross Access Easements, created, imposed, granted, established, retained, reserved or conveyed under this Declaration, Declarant does hereby create, impose, grant, establish, retain, reserve and convey unto Declarant, together with its Permittees, one or more temporary and non-exclusive Construction and Maintenance easements (collectively, the "Adjacent Property Temporary Easements") on, under, over, across, within and through all and every portion of the Adjacent Property as may be reasonably necessary or convenient, from time to time and at any time, in connection with the use, operation, enjoyment, Construction or Maintenance of any one or more of the rights, privileges and easements, including the Adjacent Property Utility Easements and Adjacent Property Cross Access Easements, or any modifications to any of the foregoing, as permitted under this Declaration. The location of the Adjacent Property Temporary Easements shall be determined by Declarant, in its sole subjective and absolute discretion, provided that such location does not unreasonably and materially interfere with, or impede the use and enjoyment of, the Adjacent Property as a residential community.

(s) Reservation and Grant of Exclusive Provider Rights.

(i) Reservation of Right to Grant and Grant of Facilities, Access and Temporary Easements

(A) Reservation of Right. Declarant hereby creates, imposes, grants, establishes, retains, reserves and conveys unto itself the absolute right, power, privilege and authority (but not the obligation), without the consent of, or notice to, any Owner, any Participating Builder, the Service Corporation, the Association, or any other Person, at any time and from time to time, for any reason or no reason whatsoever, in its sole subjective and absolute discretion, to grant one or more free, perpetual, irrevocable, exclusive and uninterrupted rights, privileges, and easements on, under, over, across, within and through all and any portion of the Property and Community, including the Lots and Common Facilities, to any one or more Persons, including Cavalier Telephone, LLC, Galaxy Networks, LLC and County Propane of Delmarva, LLC (herein referred to as a "Provider") for the purpose of providing any one or

more Utilities to all and any portion of the Property and Community, including the Lots and Common Facilities, and any Improvements located thereon.

(B) Grant of Facilities Easements. Declarant hereby reserves unto itself, for the benefit of Declarant and its Permittees, and grants to each such Provider, its successors and assigns, together with their respective Permittees, a free, perpetual, irrevocable, exclusive and uninterrupted right, privilege, and easement on, under, over, across, within and through all and every portion of the Property and Community, including the Lots and Common Facilities, for the purpose of (1) Constructing and Maintaining the Facilities Improvements associated with the Utilities that such Provider has been granted the right, privilege and easement to provide by Declarant on, under, over, across, within and through all and every portion of the Property and Community, including the Lots and Common Facilities, and (2) providing the Facilities Services associated with such Utilities through such Facilities Improvements to all and every portion of the Property and Community, including the Lots and Common Facilities, and any Improvements located thereon, all for the benefit, in perpetuity, of such Provider, its successors and assigns, together with their respective Permittees (collectively, the “**Facilities Easements**”). The location of the Facilities Easements and the associated Facilities Improvements on, under, over, across, within and through all or any portion of the Property and Community, including the Lots and Common Facilities, shall be mutually agreed upon by, and such location may be modified, amended, relocated and otherwise changed by the mutual agreement of Declarant and such Provider; provided that such location does not unreasonably and materially interfere with, or impede the development, construction, sales, use and enjoyment of the Property and Community.

(C) Grant of Access Easements. Declarant hereby reserves unto itself, for the benefit of Declarant and its Permittees, and grants to each of the Providers, their respective successors and assigns, together with their respective Permittees, a free, perpetual, irrevocable, exclusive and uninterrupted right, privilege and easement on, under, over, across, within and through all and every portion of the Property and Community, including the Lots and Common Facilities, for purposes of vehicular and pedestrian access, ingress, egress, regress and movement on, over, to, from, between and within (1) all and every portion of the Property and Community, including the Lots and Common Facilities, and (2) all and every portion of the Property and Community, including the Lots and Common Facilities, and the Roads, public or private, adjacent to and servicing all and every portion of the Property and Community, including the Lots and Common Facilities (collectively, the “**Access Easements**”) as may be reasonably necessary or convenient, from time to time and at any time, in connection with the use, operation, enjoyment, Construction or Maintenance of any one or more of the rights, privileges and easements created, imposed, granted, reserved, established, or conveyed under this Section 7.1(s). The location of the Access Easements on, under, over, across, within and through all and every portion of the Property and Community, including the Lots and Common Facilities, shall be mutually agreed upon by Declarant and such Provider; provided that such location does not unreasonably and materially interfere with, or impede the development, construction, sales, use and enjoyment of, the Property and Community.

(D) Grant of Temporary Easements. Declarant hereby reserves unto itself, for the benefit of Declarant and its Permittees, and grants to each of the Providers,

their respective successors and assigns, together with their respective Permittees, one or more free, temporary and non-exclusive Construction and Maintenance easements (collectively, the “**Temporary Easements**”) on, under, over, across, within and through all and every portion of the Property and Community, including the Lots and Common Facilities, as may be reasonably necessary or convenient, from time to time and at any time, in connection with the use, operation, enjoyment, Construction or Maintenance of any one or more of the rights, privileges and easements created, imposed, granted, reserved, established, or conveyed under this Section 7.1(s). The location of the Temporary Easements on, under, over, across, within and through all or any portion of the Property and Community, including the Lots and Common Facilities, shall be mutually agreed upon by Declarant and such Provider; provided that such location does not unreasonably and materially interfere with, or impede the development, construction, sales, use and enjoyment of, the Property and Community.

(ii) Facilities Services Fees/Lien Rights. The complete terms and conditions of the Facilities Services Fees for the Facilities Services provided to each Owner shall be set forth in a separate service agreement (the “**Service Agreement**”) by and between each Owner and each Provider. Each and every Owner of a Lot shall execute and deliver to each Provider, on or before the date on which fee simple or leasehold title to such Lot is conveyed to such Owner, the applicable Service Agreement, which Service Agreement shall (i) detail the terms, covenants and conditions of the supply of the applicable Utilities to such Owner’s Lot by the applicable Provider; (ii) be drafted by the applicable Provider and in form and content acceptable to the applicable Provider, in its sole subjective and absolute discretion; (iii) be binding on such Owner, its heirs, executors, personal representatives, successors and assigns, and their respective Permittees, and (iv) otherwise be in accordance with all Laws.

(iii) Prohibition Against Other Facilities Improvements and Facilities Services. Each and every Owner of all or any portion of the Property or Community, including the Lots and Common Facilities, together with their respective Permittees, shall be required to use, and shall use, the Facilities Improvements and the Facilities Services, and shall be required to pay, and shall pay, directly to the Provider of each of the Facilities Services in accordance with the Service Agreement by and between such Owner and such Provider, except as otherwise provided by Law. No Owner nor any of their respective Permittees shall have any right to, and none shall, install or use, and each Owner and their respective Permittees are expressly prohibited from installing or using, any other source for, or supplier of, any one or more of the Utilities (including, but not limited to, above or below ground fuel tanks), other than the Facilities Improvements and the Facilities Services, on or to all or any portion of the Property and Community, including the Lots and Common Facilities, except as otherwise provided by Law. No Owner nor any of their respective Permittees shall have any right to, and none shall, use any supplier of any one or more of the Utilities to all or any portion of the Property or Community, including the Lots and Common Facilities, other than the Providers selected by Declarant, except as otherwise provided by Law. Notwithstanding the foregoing, this Section shall not prohibit an Owner from using a 20 pound or less liquid petroleum tank in connection with such Owner’s use of an outdoor grill on such Owner’s Lot.

(iv) Limitation on Improvements in the Easements. The Association, Service Corporation and Owners, their respective heirs, executors, personal representatives,

successors and assigns, together with their respective Permittees, shall have the right to use the Property and Community in common with each of the Providers, its successors and assigns, together with their respective Permittees, for any lawful purpose not inconsistent with or in contravention of the rights, privileges and easements hereby created, imposed, granted, reserved, established, or conveyed; provided, however, that the Association, Service Corporation and Owners, their respective heirs, executors, personal representatives, successors and assigns, together with their respective Permittees, shall not, and hereby covenant and agree not to, Construct or Maintain, or cause, or permit to be caused, the Construction or Maintenance of, or permit or suffer to remain Constructed or Maintained, upon all or any portion of the Property and Community, including the Lots and Common Facilities, any Improvements and/or any shrubs, trees or other vegetation or other landscaping (collectively, "**Landscaping**") that would extend into, on, under, over or across all or any portion of the Property or Community, including the Lots and Common Facilities, in such a manner as to create any unreasonable interference with, or to otherwise materially restrict, impede or inhibit, the use and enjoyment of the rights, privileges and easements created, imposed, granted, reserved, established, or conveyed hereunder. The Association, Service Corporation and Owners, their respective heirs, executors, personal representatives, successors and assigns, together with their respective Permittees, shall not unreasonably interfere with or restrict the use or enjoyment of the rights, privileges and easements created, imposed, granted, reserved, established, or conveyed hereunder and shall limit or restrict the installation, placement, planting and subsequent Construction and Maintenance of any Improvements and/or Landscaping on all or every portion of the Property and Community, including the Lots and Common Facilities, as reasonably requested or directed by each of the Providers, their successors and assigns, together with their respective Permittees.

Section 7.2. Association Easements. The Board shall have the right to grant easements, rights-of-way, licenses and similar interests over any part of the Common Facilities for any lawful purpose which the Board determines, in its sole discretion, to be in the best interests of the Association.

ARTICLE 8

COMMON FACILITIES AND LOT MAINTENANCE

Section 8.1. Common Facilities Maintenance.

(a) The Association shall maintain, repair and replace the Common Facilities and shall keep the Common Facilities in good order and repair at all times. This obligation shall include (i) the maintenance, repair and, as necessary, replacement of any private streets and parking areas within the Common Facilities, (ii) the maintenance, repair and, as necessary, replacement of any landscaping, pathways, sidewalks, trails and walkways within the Common Facilities, (iii) the removal of accumulated snow and ice from within all private streets and parking areas within the Common Facilities and from all Common Facilities paved sidewalks or portions thereof.

(b) Further, the Association shall maintain, repair and replace (i) any rights-of-way, swales, culvert pipes, entry strips, signage, and entrance features or improvements that are situated within or that are appurtenant to and serve the Property and Community, including any landscaping and other flora and improvements situated thereon, and (ii) any other real and personal property, facilities and equipment as the Association is obligated or elects to maintain

pursuant to this Declaration, or any lease, easement or agreement, or the direction of any governmental authority or agency.

(c) Further, the Association shall be responsible for the maintenance, repair and replacement of any of the Common Facilities which consist of storm water management area or facilities situated within the Common Facilities to the extent that Kent County, Delaware does not assume the responsibility for the maintenance, repair and replacement of any storm water management area or facilities, including drainage pipes, culvert pipes, infiltration trenches, ponds, basins, swales, berms, out-flow control devices, drainage areas, filters, inlets, oil/grit separators and underground facilities, if any, which serve and/or benefit the Property or Community whether or not located within the Common Facilities if the Association is responsible therefor pursuant to any easement, agreement or the direction of any governmental authority or agency. Such responsibility may be in the form of contributing the Association's share of the maintenance costs of any such storm water management area, facility or equipment pursuant to an easement or agreement which shall be a Common Expense of the Association. The Board may enter into any such easements and/or other agreements as the Board may deem necessary or desirable for purposes of allocating and/or sharing the costs associated with the maintenance of any storm water management areas, facilities and/or equipment which serve and/or benefit the Property or Community. The Association shall not refuse to accept the conveyance of any such storm water management area, facilities or equipment from Declarant.

(d) The expenses of all such maintenance, repair and replacement of the Common Facilities shall be a Common Expense of the Association, including reserves for the maintenance, repair and replacement of any such property or improvements.

(e) Declarant and the Association shall also have the right to enter any Lot without the consent of the Owner and/or occupant or other governing body thereof, to conduct any Emergency repairs as are necessary and for the maintenance and protection of the Common Facilities or any Lot that the Association is responsible for under this Declaration. The costs of such repairs shall be collectible from the Owner of such Lot in the same manner as assessments as provided in Article 5 herein.

(f) In addition to the aforementioned repair, replacement and maintenance obligations set forth in this Article, the Association may, in the discretion of the Board, provide additional services and/or assume additional maintenance responsibilities with respect to all or any portion of the Property or Community. In such event, all costs of such services and/or maintenance shall be assessed only against those Owners residing within the portion of the Property or Community receiving the additional services. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service or maintenance then being provided is not consistent with the Community-Wide Standard.

Section 8.2. Lot Maintenance. The Service Corporation shall perform the Lot Maintenance in accordance with the terms, covenants and conditions contained in the Service Corporation Declaration.

ARTICLE 9 INSURANCE

Section 9.1. Required Coverage. The Board, or its duly authorized agent, shall be required to obtain, maintain and pay the premiums, as a Common Expense, upon a policy of hazard insurance covering the Common Facilities and any property required to be insured by the Association pursuant to any easement or lease agreement (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and building service equipment, to the extent that they are a part of the Common Facilities or such other property which the Association may insure, as well as common personal property and supplies.

(a) The hazard insurance policy shall afford, as a minimum, protection against loss or damage by fire and all other perils normally covered by the standard extended coverage endorsement, as well as all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available, and shall name the Association as a named insured. The insurance should cover one hundred percent (100%) of the current replacement cost (less a reasonable deductible) of the insured property. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage. Unless a higher maximum amount is required pursuant to the law of the State of Delaware, the maximum deductible amount for coverage of the Common Facilities is the lesser of Ten Thousand Dollars (\$10,000.00) or one percent (1%) of the policy face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

(b) Each hazard insurance policy must be written by a hazard insurance carrier which has a current rating by the Best's Key Rating Guide of B/III or better (or its equivalent). Each insurer must be specifically licensed or authorized by law to transact business within the State of Delaware. The policy contract shall provide that no assessment may be made against the mortgagee, and that any assessment made against others may not become a lien on the mortgaged Lot superior to the First Mortgage.

(c) The hazard insurance policy must provide that the insurance carrier shall notify the Association and each mortgagee named in the mortgagee clause in writing at least ten (10) days before it cancels or substantially changes the Association's coverage. In addition, each Eligible Mortgage Holder shall receive timely written notice of any lapse, material modification or cancellation of any insurance policy covering the Common Facilities.

(d) All policies of hazard insurance must contain or have attached the standard mortgagee clause commonly accepted by private institutions as mortgage investors in the area in which the mortgaged premises are located. The following endorsements are also required: (i) an Inflation Guard Endorsement (if reasonably available); (ii) a Construction Code Endorsement if the Common Facilities are subject to a construction code provision which would become operative and require changes to undamaged portions of any structures, even when only part of a structure is destroyed by an insured hazard or peril; and (iii) a Steam Boiler and Machinery Coverage Endorsement if any structure within the Common Facilities has central heating or cooling, which should provide for the insurer's minimum liability per accident per

location to be at least equal to the lesser of Two Million Dollars (\$2,000,000.00) or the insurable value of the structure(s) housing the boiler or machinery.

(e) If the Common Facilities are located in a Special Flood Hazard Area designated as A, AE, AH, AO, AI-30, A-99, V, VE, or VI-30 on a Flood Insurance Rate Map, the Association must maintain a "master" or "blanket" policy of flood insurance on the Common Facilities. The amount of flood insurance shall be at least equal to the lesser of one hundred percent (100%) of the insurable value of all structures and improvements situated in such Special Flood Hazard Area or the maximum coverage available under the applicable National Flood Insurance Administration program. Unless a higher deductible amount is required under the laws of the State of Delaware, the maximum deductible amount for flood insurance policies shall be the lesser of Five Thousand Dollars (\$5,000.00) or one percent (1%) of the policy's face amount. The funds to cover this deductible amount should be included in the Association's operating reserve account.

(f) The Association shall obtain and maintain a comprehensive general liability policy of insurance covering all of the Common Facilities, public ways and any other areas that are under the Association's supervision. The policy shall also cover any commercial space owned by the Association, even if such space is leased to others. The policy should provide coverage for bodily injury (including death) and property damage that results from the operation, maintenance or use of the Common Facilities, and any legal liability that results from law suits related to employment contracts in which the Association is a party. Supplemental coverage to protect against additional risks should also be obtained, if required by a mortgagee. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners. Liability coverage shall be at least One Million Dollars (\$1,000,000.00) per occurrence, for bodily injury and property damage, unless higher amounts of coverage are required by a mortgagee. The liability policy must provide that the insurance carrier shall notify the Association in writing at least ten (10) days before it cancels or substantially modifies the Association's coverage.

Section 9.2. Fidelity Coverage. To the extent reasonably available, blanket fidelity insurance may be maintained by the Board for all officers, directors, managers, trustees, employees and volunteers of the Association and all other persons handling or responsible for funds held or administered by the Association, whether or not they receive compensation for their services. Where the Board has delegated some or all of the responsibility for the handling of funds to a management agent, such management agent shall be covered by its own fidelity insurance policy which must provide the same coverage as fidelity insurance maintained by the Board. Except for fidelity insurance that a management agent obtains for its personnel, all other fidelity insurance policies should name the Association as the insured and should have their premiums paid as a Common Expense by the Association. Fidelity insurance obtained by a management agent shall name the Association as an additional insured. The total amount of fidelity coverage required should be sufficient to cover the maximum funds (including reserve funds) that will be in the custody of the Association or management agent at any time while the fidelity insurance policy is in force, and should at least equal the sum of three (3) months aggregate assessments on all Lots within the Association, plus any reserves. Fidelity insurance policies should contain waivers by the insurers of all defenses based upon the exclusion of

persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity insurance policies should provide that they cannot be canceled or materially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

Section 9.3. Repair and Reconstruction of Common Facilities After Fire or Other Casualty. In the event of damage to or destruction of any portion of the Common Facilities covered by insurance payable to the Association as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration thereof, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration, as appropriate. Promptly after a casualty causing damage or destruction of any portion of the Common Facilities for which the Association has the responsibility of maintenance, repair, and/or replacement, the Board shall obtain reliable and detailed estimates of the cost to place the damaged portions of the Common Facilities in as good a condition as existed prior to the casualty. Such costs may include, without limitation, professional fees and premiums for such bonds as the Board may desire.

ARTICLE 10 **MANAGEMENT**

Section 10.1. Management Agent. The Board may employ for the Association a management agent or manager (the "**Management Agent**") at a rate of compensation established by the Board to perform such duties and services as the Board shall from time to time authorize in writing, including the following:

- (a) to establish (with the approval of the Board) and provide for the collection of the annual maintenance assessments and any other assessments provided for in this Declaration and to provide for the enforcement of liens therefor in a manner consistent with the law and the provisions of this Declaration; and
- (b) to provide for the care, upkeep, maintenance and surveillance of the Common Facilities; and
- (c) to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Common Facilities; and
- (d) to promulgate (with the approval of the Board) and enforce such rules and regulations and such restrictions or requirements, "house rules" or the like as may be deemed proper respecting the use of the Common Facilities; and
- (e) to provide such other services (including legal and accounting services) for the Association as may be consistent with law and the provisions of this Declaration.

Section 10.2. Duration of Management Agreement. Any management agreement entered into by the Association shall provide, among other things, that such agreement may be terminated for cause by either party upon thirty (30) days written notice thereof to the other party. The term of any such management agreement shall not exceed three (3) years; provided, however, that the term of any such management agreement may be renewable by mutual

agreement of the parties for successive one (1) year periods. Any management agreement entered into while Declarant is in control of the Association must be terminable, without cause, any time after transfer of control from Declarant, on not less than thirty (30) nor more than ninety (90) days notice, and no charge or penalty may be associated with such termination.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Section 11.1. Common Facilities Responsibility. The Association, subject to the rights of the Owners and Declarant as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Facilities and any property, real or personal, which the Association is delegated the responsibility for pursuant to any easement or lease agreement, and all improvements thereon (including furnishings and equipment related thereto, private drainage facilities and common landscaped areas), and shall keep the Common Facilities and such other property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof.

Section 11.2. Personal Property and Real Property for Common Use. The Association may acquire, lease, hold, and dispose of tangible and intangible personal property and real property, subject to the requirements of this Declaration. The Association, and the Board, acting on behalf of the Association, shall accept title to any and all real estate, real property, personal property, leasehold property, leasehold interests, or other property interests of any kind whatsoever offered, conveyed, assigned or otherwise transferred to the Association by Declarant at any time and from time to time, including all or any portion of any Annexable Property which is annexed into the Property or Community in accordance with the provisions of this Declaration.

Section 11.3. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the certificate of incorporation, bylaws of the Association or any lease, easement or other agreement or document affecting the Association, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 11.4. Limitation of Liability. The Association shall not be liable for any failure of any services to be obtained by the Association or paid for out of the Common Expense funds, or for injury or damage to persons or property caused by the elements or resulting from water which may leak or flow from any portion of the Common Facilities or other property within the control or supervision of the Association, or from any wire, pipe, drain, conduit or the like. The Association shall not be liable to any Member for loss or damage, by theft or otherwise, of articles which may be stored upon the Common Facilities or other property within the control or supervision of the Association. No diminution or abatement of assessments, as herein elsewhere provided for, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Facilities or other property within the control or supervision of the Association, or from any action taken by the Association to comply with any of the provisions of this Declaration or with any Laws or with the order or directive of any municipal or other governmental authority.

Section 11.5. Enforcement. Declarant, the Association, or any Owner, or any Mortgagee of any Lot shall have the right to enforce, by any proceeding at law and/or in equity, all restrictions, conditions, covenants, reservations, easements, liens, charges or other obligations or terms now or hereafter imposed by the provisions of this Declaration, or the certificate of incorporation or bylaws of the Association or any rule or regulation promulgated by the Association pursuant to its authority as provided in this Declaration, or the certificate of incorporation or bylaws of the Association. Failure by Declarant, the Association or by any Owner or Mortgagee of any Lot to enforce any covenants or restrictions herein contained or any provision of the bylaws, certificate of incorporation or rules and regulations of the Association shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or attempted violation or breach of any of the within covenants or restrictions or any provision of the bylaws or certificate of incorporation of the Association cannot be adequately remedied by action at law or exclusively by recovery of damages. If Declarant, the Association, or any Owner or Mortgagee of any Lot, successfully brings an action to extinguish a violation or otherwise enforce the provisions of this Declaration or the certificate of incorporation or bylaws of the Association, the costs of such action, including legal fees, shall become a binding, personal obligation of the Owner committing or responsible for such violation, and such costs shall also be a lien upon the Lot of such Owner.

Without limiting the generality of the foregoing, and in addition to any other remedies available, the Association after reasonable written notice, in writing, provided to the Owner, may enter any Lot to remedy any violation of the provisions of this Declaration, or the bylaws, certificate of incorporation or rules and regulations of the Association provided, however, that the Association may not enter the interior of any dwelling on a Lot except in an Emergency. The costs of such action, including reasonable attorneys' fees, shall become a binding, personal obligation of the Owner otherwise responsible for such violation and shall also be a lien upon the Lot of such Owner.

Section 11.6. Fines. In addition to the means for enforcement provided elsewhere in this Declaration, the Association shall have the right to levy fines against an Owner or such Owner's guests, relatives, lessees or invitees, in the manner set forth herein, and such fines shall be collectible in the same manner as any other assessment such that the Association shall have a lien against the Lot of such Owner as provided in this Declaration, and the bylaws and the certificate of incorporation of the Association and such fine(s) shall also become the binding personal obligation of such Owner.

(a) The Board shall be charged with determining whether there is probable cause that any of the provisions of this Declaration, the bylaws, certificate of incorporation or the rules and regulations of the Association, regarding the use of the Common Facilities or other Association property, are being or have been violated. In the event that the Board determines an instance of such probable cause, the Board shall provide written notice to the Person alleged to be in violation, and the Owner of the Lot which that Person occupies or is visiting if such Person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board upon a request made within five (5) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a

separate fine not to exceed a reasonable amount established by the Board for each offense. The amount of the fine shall be based upon the costs and inconvenience caused to the Board and shall not be a penalty. The notice shall also specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice within five (5) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that the violation will thereafter cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate the enforcement activity of the Board with regard to such violation.

(b) If a hearing is timely requested, the Board shall hold the same, and shall hear any and all defenses to the charges, including any witnesses that the alleged violator, Owner, or the Board may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(d) A fine pursuant to this Section shall be assessed against the Lot which the violator occupied or was visiting at the time of the violation, whether or not the violator is an Owner of that Lot, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in this Declaration and the bylaws. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying or visiting such Owner's Lot payment of the amount of any fine(s) assessed against that Lot.

(e) Nothing herein shall be construed as a prohibition of or limitation on the right of the Association to pursue any other means of enforcement of the provisions of this Declaration, or the bylaws, certificate of incorporation or rules and regulations of the Association, including legal action for damages or any equitable action, including injunctive relief.

Section 11.7. Amendments to Declaration.

(a) Subject to the limitations set forth in Section 11.8(f) hereof, notwithstanding anything contained in this Declaration to the contrary, Declarant shall have the absolute right (but not the obligation), for a period of twenty (20) years following the date of recordation of this Declaration, without the consent of any Person, including the Service Corporation or the Association or any Member, Owner, Participating Builder, mortgagee, or any other third-party or Person, at any time and from time to time, to amend, modify, change or supplement any one or more of the provisions of any one or more of this Declaration and/or any one or more of the Property Documents (as defined in the Service Corporation Declaration), including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents (both as defined in the Service Corporation Declaration), as Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion. By way of example and not of limitation, Declarant may amend, modify, change or supplement any one or more of the provisions of any one or more of this Declaration and/or any one or more of the

Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents, from time to time and at any time, if such amendment, modification, change or supplement is: (i) required by federal, state, county or local Laws; or (ii) required by any mortgagee of all or any portion of the Property; or (iii) required by any title insurance company issuing title insurance to Owners and/or mortgagees of same; or (iv) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Community; or (v) required by any one or more local, county, state or federal agency or body, including the State of Delaware, Kent County, Delaware, and The Delaware Department of Transportation, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over all or any portion of the Property or Community, including any Lot or Common Facilities, or any one or more of the Association or the Service Corporation; or (vi) required by any public or private utility company designated by Declarant; or (vii) required by any institutional lender or title insurance company designated by Declarant; or (viii) required to comply with the Federal Fair Housing Act; or (ix) required to comply with any and all applicable Laws; or (x) required to correct or clarify any clerical or typographical errors, ambiguities, title questions or defects, technical deficiencies or imperfections; or (xi) deemed necessary or desirable by Declarant in its sole subjective and absolute discretion; or (xii) required to waive or modify any requirement as to any portion of the Property necessary to avoid hardship resulting from unintentional noncompliance with any one or more of this Declaration.

(b) Subject to the limitations set forth in Section 11.8(f) hereof, notwithstanding anything contained in this Declaration to the contrary, Declarant also expressly reserves the right, at any time and from time to time, to amend, modify, change or supplement (i) the use of any Lot, including the requirement that any Lot be used for single family residential purposes and (ii) the mix or type of Lots making up or included in the Property or Community, including increasing, decreasing, eliminating or adding any and all Lot types, including any and all manner and type of residential, commercial or retail Lot types.

(c) Notwithstanding anything contained in this Declaration to the contrary, at any time and from time to time as Declarant shall own any portion of the Property or Community, including any one or more of the Lots and/or all or any portion of any Annexable Property annexed into the Property and Community in accordance with this Declaration, this Declaration may not be amended without the prior written consent of Declarant, which consent may be granted or not granted, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion.

(d) Subject to Sections 11.7(a), (b), and (c) hereof, this Declaration may be amended by an instrument signed by, or the affirmative vote of, the Members entitled to cast not less than sixty-seven percent (67%) of the total votes of all Members, and shall require the prior written consent of Declarant as aforesaid; provided, however, that any amendment that will affect all or any portion of Property owned by Declarant or any right, easement, or privilege granted or reserved unto Declarant hereunder shall require the prior written consent of Declarant,

which consent may be granted or not granted by Declarant for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion.

(e) Any amendment must be recorded in the Recorder's Office.

(f) To accomplish the foregoing, each Owner covenants and agrees, by acceptance of a deed to all or any portion of the Property, including any Lot from Declarant or any Participating Builder, to execute and acknowledge and deliver an Irrevocable Power of Attorney Coupled with an Interest substantially in the form and content of **Schedule "B"** attached hereto and made a part hereof.

(g) The mortgagee lien or other lien of each and every mortgagee or other lien holder having a legal or equitable interest in all or any portion of the Property or the Community is and shall be, for all purposes and in all respects, subordinate to the terms of this Declaration, as amended from time to time in accordance with the terms of this Declaration.

Section 11.8. Declarants' Power of Attorney. Subject to the limitations set forth in Section 11.8(f) hereof, by acceptance of a deed to all or any portion of the Property or Community, including any Lot or Common Facilities, or by the acceptance of any other legal or equitable interest in all or any portion of the Property or the Community, including any Lot or Common Facilities, each and every such contract purchaser, Owner, mortgagee or other lien holder or party having a legal or equitable interest in all or any portion of the Property or the Community, including any Lot or Common Facilities, does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the following purposes:

(a) To amend, modify, change or supplement any one or more of the provisions of any one or more of this Declaration and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents, as Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion. By way of example and not of limitation, Declarant may amend, modify, change or supplement any one or more of the provisions of any one or more of this Declaration and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents, from time to time and at any time, if such amendment, modification, change or supplement is: (i) required by federal, state, county or local Laws; or (ii) required by any mortgagee of all or any portion of the Property; or (iii) required by any title insurance company issuing title insurance to Owners and/or mortgagees of same; or (iv) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Community; or (v) required by any one or more local, county, state or federal agency or body, including the State of Delaware, Kent County, Delaware, and The Delaware Department of Transportation, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over all or any portion of the Property or Community, including any Lot or Common Facilities, or any

one or more of the Association or the Service Corporation; or (vi) required by any public or private utility company designated by Declarant; or (vii) required by any institutional lender or title insurance company designated by Declarant; or (viii) required to comply with the Federal Fair Housing Act; or (ix) required to comply with any and all applicable Laws; or (x) required to correct or clarify any clerical or typographical errors, ambiguities, title questions or defects, technical deficiencies or imperfections; or (xi) deemed necessary or desirable by Declarant in its sole subjective and absolute discretion; or (xii) required to waive or modify any requirement as to any portion of the Property necessary to avoid hardship resulting from unintentional noncompliance with any one or more of this Declaration; and

(b) To amend, modify, change or supplement (i) the use of any Lot, including the requirement that any Lot be used for single family residential purposes and (ii) the mix or type of Lots making up or included in the Property or Community, including increasing, decreasing, eliminating or adding any and all Lot types, including any and all manner and type of residential, commercial or retail Lot types; and

(c) To do, make, file, execute, acknowledge, deliver and record any and all manner and description of instruments, agreements, plans, applications, authorizations, documents, deeds, easements, restrictions, causes of action, appeals and amendments (collectively, the "Documents"), and any other undertakings, which Declarant may deem necessary, advisable or prudent, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion, with respect to, and/or in order to exercise, any one or more of the rights, privileges, easements, titles, authorizations, and acts created, imposed, granted, established, retained, reserved and/or conveyed by or to Declarant under any one or more of this Declaration and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents; or as otherwise expressly reserved by, or granted to, Declarant hereunder; and

(d) To do, make, file, execute, acknowledge, deliver and record any one or more Documents, and any other undertakings, which Declarant may deem necessary, advisable or prudent, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion, in order to subdivide or re-subdivide all or any portion of the Property and/or transfer, assign, sell, dedicate or otherwise convey all or any portion of the Property and/or any one or more of the rights, privileges, easements, titles, authorizations, and acts created, imposed, granted, established, retained, reserved and/or conveyed by or to Declarant under any one or more of this Declaration and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents; or as otherwise expressly reserved by, or granted to, Declarant hereunder, all without any consideration, payment or compensation whatsoever to the Association, the Service Corporation or any Member, Owner, Participating Builder, or other third party or Person; and

(e) To do, make, file, execute, acknowledge, deliver and record any one or more Documents, and any other undertakings, which Declarant may deem necessary, advisable or prudent, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion, in order to amend, modify, change or supplement any one or more of this Declaration and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents, as may be (i) required by

federal, state, county or local Laws; or (ii) required by any mortgagee of all or any portion of the Property; or (iii) required by any title insurance company issuing title insurance to Owners and/or mortgagees of same; or (iv) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Community; or (v) required by any one or more local, county, state or federal agency or body, including the State of Delaware, Kent County, Delaware, and The Delaware Department of Transportation, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over all or any portion of the Property or Community, including any Lot or Common Facilities, or any one or more of the Association or the Service Corporation; or (vi) required by any public or private utility company designated by Declarant; or (vii) required by any institutional lender or title insurance company designated by Declarant; or (viii) required to comply with the Federal Fair Housing Act; or (ix) required to comply with any and all applicable Laws; or (x) required to correct or clarify any clerical or typographical errors, ambiguities, title questions or defects, technical deficiencies or imperfections; or (xi) deemed necessary or desirable by Declarant in its sole subjective and absolute discretion; or (xii) required to waive or modify any requirement as to any portion of the Property necessary to avoid hardship resulting from unintentional noncompliance with any one or more of this Declaration.

(f) Notwithstanding anything contained herein to the contrary, no permitted acts, deeds or things hereunder shall amend, modify or otherwise alter or change the existing property lines of any Lot not owned by Declarant or a Participating Builder without the prior written consent of the Owner of such Lot and all such acts, deed or things shall be undertaken and accomplished in accordance with all applicable Laws. Notwithstanding anything contained herein to the contrary, no Document which adversely affects the value of a Lot not owned by Declarant or a Participating Builder, or substantially increases the financial obligations of an Owner (other than Declarant or a Participating Builder), shall be made without the prior written consent of the affected Owner(s) and all mortgagees of any mortgage encumbering the Lot(s) owned by the affected Owner(s).

This power of attorney is expressly declared and acknowledged to be coupled with an interest with respect to the subject matter thereof and the same shall run with the title to the Property and Community, including each Lot and the Common Facilities, and shall be binding upon the heirs, personal representatives, successors, transferees and assigns of every Owner and any of the foregoing parties. Further, this power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to the power of attorney. This power of attorney shall be vested in Declarant, its successors and assigns, for a period of twenty (20) years following the date of recordation of this Declaration. To accomplish the foregoing and in order to benefit from, use and/or enjoy the benefits of Lot ownership, including any rights to vote associated therewith, each Owner covenants and agrees, by acceptance of a deed to all or any portion of the Property, including any Lot from Declarant or any Participating Builder, to execute and acknowledge and deliver an Irrevocable Power of Attorney Coupled with an Interest substantially in the form and content of **Schedule "B"** attached hereto and made a part hereof, which power of attorney shall be recorded

in the Recorder's Office at the Owner's sole cost and shall run with and bind that portion of the Property owned by such Owner.

Section 11.9. Duration. All covenants, conditions and restrictions set forth in this Declaration shall run with and bind the land and shall be perpetual, unless expressly stated otherwise in this Declaration.

Section 11.10. Construction of Declaration. This Declaration shall be construed to effectuate its purpose, under and in accordance with the laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no way affect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of Declarant, as the author hereof, but it shall be regarded the same as, and in parity with, any other Owner. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require. The headings in this Declaration shall be deemed as neither adding to nor detracting from the contents and provisions hereof.

Section 11.11. Assignment by Declarant. Declarant shall, without notice to, action by, or consent of the Service Corporation, the Association, any Owner, any Member, any mortgagee, or any other Person, have the right, power and authority at any time and from time to time to assign, convey, or otherwise transfer all or any portion of its rights, titles, interests, powers, memberships, authorities, duties, obligations and/or liabilities hereunder to any one or more other Persons, including any one or more Participating Builders, by written document specifically reciting the intent so to assign, convey or otherwise transfer, which document shall be executed and acknowledged by such other Person(s) and recorded in the Recorder's Office. In no event shall Declarant's conveyance of any one or more Lots be deemed to include any such assignment, conveyance or transfer, but such assignment, conveyance or transfer must be by a separate written instrument to be effective.

Section 11.12. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by certified mail, return receipt requested, postpaid, to the last known address of the person who appears as a Owner on the records of the Association at the time of such mailing.

Section 11.13. Severability. If any clause or provision of this Declaration is held to be illegal, invalid or unenforceable, then and in such event, it is the express intention of the parties hereto that the remainder of this Declaration shall not be affected thereby and each clause or provision of this Declaration other than those declared illegal, invalid or unenforceable shall be legal, valid and enforceable to the fullest extent permitted by law.

Section 11.14. Binding Covenants. All the covenants, agreements, conditions and restrictions set forth in this Declaration are intended to be and shall be construed as covenants running with the Property, including any and all Lots and Common Facilities, binding upon, inuring to the benefit of, and enforceable by Declarant, the Owners, and the Association as specifically provided hereinabove, and all subsequent Owners, and their respective legal representatives, heirs, successors and assigns.

Section 11.15. Waiver. The failure of Declarant, any Owner, or the Association to enforce any covenant, restriction or other provision of this Declaration shall not constitute a waiver of the right to do so thereafter. No delay or omission of any party in exercising any right occurring upon any breach of any other party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver of any of the parties of a breach under any of the terms and conditions of this Declaration by any other party shall not be construed to be a waiver of any subsequent breach or default of any other term or condition of this Declaration except as specifically otherwise provided in this Declaration, but each shall be cumulative with all other remedies provided in this Declaration and at law or in equity.

Section 11.16. Counterparts. This Declaration and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

Section 11.17. No Third Party Beneficiaries. Notwithstanding anything contained in this Declaration to the contrary, this Declaration is solely for the benefit of the parties hereto, their successors and assigns in title, and shall not benefit any third party or create or operate to create, either expressly or impliedly, any rights, title or interests hereunder in favor of any third party or any other Person.

Section 11.18. Rule Against Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions contained herein shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of John Fitzgerald Kennedy, the 35th President of the United States of America.

Section 11.19. Joinder of Mortgagee. By means of the Mortgagee Joinder and Subordination Addendum attached hereto and incorporated by reference herein, the Lender (as defined in such Addendum) joins in the execution of this Declaration to acknowledge the subordination of the Lender's existing mortgage lien with respect to the Property to the terms of this Declaration, as amended from time to time in accordance with the terms of this Declaration.

Section 11.20. Casualty Losses. In the event of substantial damage or destruction to any of the Common Facilities, the Board shall give prompt written notice of such damage or destruction to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the certificate of incorporation or bylaws of the Association shall entitle any Member to any priority over the holder of any First Mortgage of record on such Member's Lot with respect to the distribution to such Member of any insurance proceeds paid or payable on account of any damage or destruction of any of the Common Facilities.

Section 11.21. Condemnation or Eminent Domain. In the event any part of the Common Facilities are made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by any condemning authority, then the Board shall give prompt written notice of any such proceeding or proposed acquisition to the Eligible Mortgage Holders who hold First Mortgages of record on the Lots. No provision of this Declaration or the certificate of incorporation or bylaws of the Association shall entitle any

Member to any priority over the holder of any First Mortgage of record on such Member's Lot with respect to the distribution to such Member of the proceeds of any condemnation or settlement relating to a taking of any portion of the Common Facilities.

Section 11.22. Notice to Eligible Mortgage Holders; Deemed Consent.

(a) The Association shall give prompt written notice to each Eligible Mortgage Holder of (and each Owner hereby consents to, and authorizes such notice):

(i) Any condemnation loss or any casualty loss which affects a material portion of the Common Facilities or any Lot subject to a First Mortgage or security interest held, insured, or guaranteed by such Eligible Mortgage Holder.

(ii) Any delinquency in the payment of Common Expense assessments or charges owed by an Owner whose Lot is subject to a First Mortgage or security interest held, insured, or guaranteed, by such Eligible Mortgage Holder which remains uncured for a period of sixty (60) days.

(iii) Any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association.

(iv) Any other matter with respect to which Eligible Mortgage Holders are entitled to notice or to give their consent as provided in this Declaration.

(b) To be entitled to receive notice of the matters set forth in this Section, the Eligible Mortgage Holder must send a written request to the Association, stating both its name and address and the Lot or address of the Lot on which it has (or insures or guarantees) the mortgage. Any Eligible Mortgage Holder or mortgagee who is notified of any matter for which it is entitled to notice as provided herein (such notice to be delivered by certified or registered mail, return receipt requested), and which fails to respond within thirty (30) days of receipt of such notice shall be deemed to have consented, if applicable, to the matter of which the Eligible Mortgage Holder or mortgagee was provided notice.

Section 11.23. Successors of Declarant.

(a) Any and all rights, reservations, easements, interests, exemptions, privileges and powers of Declarant hereunder, or any part of them, may be assigned and transferred (exclusively or non-exclusively) by Declarant by an instrument, in writing, without notice to, or consent or approval of, any Person, including any Member or any Owner, or the Association or the Service Corporation, to one or more successors or assigns (hereinafter referred to as an "Assignee").

(b) Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed is deemed to covenant and agree to the following:

(i) Neither Participating Builder nor Declarant shall assume or be responsible for any liabilities, warranties or obligations which have or may accrue to the other, including any liabilities, warranties or obligations concerning any Lots or Common Facilities,

any buildings or other improvements constructed, or to be constructed, by or on behalf of the other, nor shall such Lots or Common Facilities or any buildings or other improvements be deemed to be part of any contract, or to constitute the basis of the bargain, between Declarant and any Lot purchaser; and

(ii) No Participating Builder makes any representation or warranty whatsoever, whether express or implied, with respect to any Lots, Common Facilities, buildings or other improvements constructed or sold by parties other than the Participating Builder, nor has any Participating Builder authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. No Participating Builder shall assume or be responsible for, and each Lot Owner expressly waives any and all claims against each Participating Builder for, any liabilities, warranties or obligations which have or may accrue to Declarant or any Assignee under the Declaration or pursuant to Law in connection with Declarant's or any Assignee's status as Declarant under this Declaration, or in connection with Declarant's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including any liabilities, warranties or obligations concerning any Lots or the Common Facilities or dwelling units or other improvements constructed, or to be constructed, by or on behalf of Declarant or any Assignee; and

(iii) Declarant makes no representation or warranty whatsoever, whether express or implied, with respect to any Lots, Common Facilities, buildings or other improvements constructed or sold by parties other than Declarant, nor has Declarant authorized any other party to make any such representation or warranty, and such other parties are without legal authority to enforce or make any such representation or warranty. Declarant shall not assume or be responsible for, and each Lot Owner expressly waives any and all claims against Declarant for, any liabilities, warranties or obligations which have or may accrue to any Participating Builder or any Assignee under this Declaration or pursuant to law in connection with such Participating Builder's or any Assignee's status as Declarant under this Declaration, or in connection with such Participating Builder's or any Assignee's development of all or any real property subjected, or to be subjected, to this Declaration, including any liabilities, warranties or obligations concerning any Lots, the Common Facilities, or dwelling units or other improvements constructed, or to be constructed, by or on behalf of such Participating Builder or any Assignee.

Section 11.24. Arbitration.

(a) Notwithstanding any provision of this Declaration or the bylaws or certificate of incorporation of the Association to the contrary, if, after good faith efforts to negotiate a satisfactory solution have failed, any dispute that cannot be resolved between (i) Declarant (including any of Declarant's employees, agents, or contractors) and (ii) the Association and/or any Member or Owner, will be submitted to arbitration in accordance with this Section, unless an alternative dispute resolution procedure is agreed to by the parties to the dispute. As used in this Section, the term "dispute" includes any controversy or claim, including, without limitation, any claim based on contract, tort, or statute, arising out of or relating to (1) the rights or obligations of such parties under this Declaration, the bylaws, or certificate of incorporation of the Association, or any rules promulgated by the Board or (2) the design, construction, or warranty of the Common Facilities. Upon the request of a party to a dispute, the issue shall be adjudicated in accordance with the provisions of the Delaware

Uniform Arbitration Act (the "Act") and the rules of the American Arbitration Association applicable to such disputes, to the extent such rules are not inconsistent with the Act.

(b) Any party may commence the arbitration process called for in this Section by filing a written demand for arbitration in accordance with the Act, with a copy to the other party. The arbitration shall be conducted at a location determined by the arbitrator in Delaware and will be administered in accordance with the provisions of the Act in effect at the time of filing of the demand for arbitration, or such other rules and procedures that are agreed to by all parties. The parties covenant that they will participate in the arbitration in good faith and that they will share equally in the fees and expenses of the arbitrator.

(c) The arbitrator shall determine which is the prevailing party and shall include in the award payment by the non-prevailing party of the prevailing party's reasonable attorneys' fees and expenses. The provisions of this Section and any judgment rendered by the arbitrator may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

(d) EVERY OWNER, MEMBER, MORTGAGEE, AND ALL OTHER PARTIES OR PERSONS WITH AN INTEREST IN ANY PORTION OF THE PROPERTY OR COMMUNITY COVENANT AND AGREE TO HAVE ALL DISPUTES DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THIS SECTION AND RELINQUISH ANY RIGHTS THAT MAY BE AVAILABLE TO HAVE SUCH MATTERS LITIGATED IN A COURT OR BY JURY TRIAL, INCLUDING JUDICIAL RIGHTS TO DISCOVERY AND APPEAL. THE REFUSAL BY A PARTY TO SUBMIT TO ARBITRATION IN ACCORDANCE WITH THIS SECTION MAY RESULT IN THE PARTY BEING COMPELLED TO ARBITRATE UNDER FEDERAL OR STATE LAW.

Section 11.25. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any portion of the Common Facilities by any public or municipal agency, authority, or utility and no public or municipal agency, authority or utility shall have any responsibility or liability for the maintenance or operation of any portion of the Common Facilities.

Section 11.26. Declarant Reserved Rights. No amendment to this Declaration or the bylaws or certificate of incorporation of the Association may remove, revoke, or modify any right, reservation or privilege of Declarant without the prior written consent of Declarant or any successors or assignees of Declarant and no amendment to this Declaration or the bylaws or certificate of incorporation of the Association may remove, revoke, or modify any right, reservation or privilege of any Participating Builder without the prior written consent of such Participating Builder.

Section 11.27. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration or to aid in the construction or interpretation of this Declaration. Whenever in this Declaration the context so requires, the

singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

Section 11.28. Prohibition Against Inconsistent Restrictions. The Association, Service Corporation and Owners shall not adopt or record any easements, covenants, agreements, or other restrictions or requirements which are materially inconsistent with, or create any unreasonable interference with, or otherwise materially restrict, impede or inhibit, the use and enjoyment of the rights, privileges and easements created, imposed, granted, reserved, established, or conveyed hereunder, and in the event of any such inconsistency in any other document adopted or executed by the Association, Service Corporation and Owners pertaining to all or any portion of the Property or Community, including the Lots and Common Facilities, the provisions of this Declaration shall prevail and supersede and be binding and control.

Section 11.29. Party Walls.

(a) **General Rules of Law to Apply.** To the extent not inconsistent with the provision of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply to each party wall, party fence, deck, or other structure and/or improvement which is built as part of the original construction of the dwellings upon the Property and any replacement thereof.

(b) **Projections.** In the event that any portion of any dwelling, structure or improvement, as originally constructed by Declarant, including, but not limited to, any party wall or fence (but expressly excluding decks) shall protrude over an adjoining Lot, then such dwelling, structure or improvement (including any party wall or fence or other projection, but expressly excluding decks) (collectively the "Projections") shall not be deemed to be an encroachment upon the adjoining Lot or Lots, and Owners shall neither maintain any action for removal of any such Projections nor any action for damages. In the event there is a Projection as described aforesaid, it shall be deemed that the Owners and, where applicable, the Association and the Service Corporation have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the Projections. The foregoing shall also apply to replacements of any such Projections if same are constructed in conformance with the original Projection constructed by the Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and, restrictions.

(c) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall in proportion to such use.

(d) **Destruction by Fire or Other Casualty.** If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(e) Weatherproofing. Notwithstanding any other provision of this Section, an Owner who by such Owner's negligent or willful act causes the party wall to be exposed to the elements, shall bear the entire cost of furnishing the necessary protection against such elements.

(f) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors and assigns in title.

ARTICLE 12
AFFIRMATIVE OBLIGATIONS
OF ASSOCIATION AND OWNERS AND CLUB PROPERTY OWNER RIGHTS

12.1. Mandatory and Optional Memberships.

(a) By acceptance of a deed to their respective Lots, all Owners (excluding Declarant, Participating Builders, the Association and the Club Property Owner) must acquire, pay for and maintain in good standing a base membership (the "**Club Base Membership**") in the "The Point" or such other name adopted by the Club Owner from time to time as provided under this Article 12 and the Club Property Documents (herein, the "**Club**"). The Club Base Membership entitles each Owner to the rights to use the Club Property that are in effect on the date that such Owner's Lot is conveyed by Declarant to the initial purchaser of such Lot (the "**Club Base Membership Rights**"), which Club Base Membership Rights shall be attached to the deed conveying such Lot to such initial purchaser and shall be subject to the terms, covenants and conditions contained in the Club Property Documents (as hereinafter defined). Notwithstanding anything contained in this Declaration and/or the deed conveying such Lot to such initial purchaser to the contrary, in the event that the Club Base Membership Rights are not attached to the deed conveying such Lot to such initial purchaser as aforesaid, then the Owner of such Lot shall be entitled to the Club Base Membership Rights more particularly described in Schedule "D" attached hereto, and no other or additional rights, uses and privileges. In addition, each Owner shall have the right (but not the obligation) to select from one or more upgrades to the Club Base Membership applicable to such Owner's Lot, if any, as may be offered by the Club Property Owner now or in the future (collectively, the "**Club Upgraded Memberships**").

(b) Membership in the Club is subject to the terms and conditions of the Club Membership Plan, the Club Rules and Regulations and the Club Membership Agreements, as the same may be amended at any time and from time to time by the Club Property Owner, in its sole subjective and absolute discretion (collectively, the "**Club Property Documents**").

(c) The Club Base Membership requires the payment by each Owner to the Club Property Owner of the base membership deposits, dues, fees and other assessments and amounts (collectively, the "**Club Base Membership Charges**"), subject to the terms, covenants and conditions contained in the Club Property Documents. If offered by the Club Property Owner as aforesaid, and selected by an Owner, each of the Club Upgraded Memberships require the payment by such Owner to the Club Property Owner of such additional membership deposits, dues, fees and other assessments and amounts (collectively, the "**Club**

Upgraded Membership Charges”), and entitles such Owner to such additional rights, uses and privileges, associated with the Club Upgraded Memberships, if any, selected by such Owner, as more particularly described in the Club Property Documents. The Club Base Membership Charges and the Club Upgraded Membership Charges are sometimes referred to herein collectively as the “Club Charges”.

(d) Club Charges shall be determined and assessed by the Club Property Owner and are subject to change as contemplated by, and otherwise provided in, the Club Property Documents. Delinquent Club Charges are deemed to constitute special assessments. The Association and the Club Property Owner, as applicable, shall have a lien against each Lot for all unpaid Club Charges in the same manner as other assessments and shall have the same rights, remedies and procedures as afforded the Association set forth in Article 5 hereof. In the event that the Association does not enforce its rights and obligations hereunder with respect to delinquent Club Charges, then the Club Property Owner shall have the same rights and remedies afforded the Association with respect to any such delinquent Club Charges in accordance with the provisions and procedures of Article 5. Transfer of membership in the Club shall be subject to and in accordance with the Club Property Documents and as otherwise provided in the Club Property Documents.

12.2. The Club Property. The Club Property shall be privately owned and operated by the Club Property Owner and is not a part of the Property or Community. In consideration of the payment by any Owner of the Club Base Membership Charges, each such Owner shall have the Club Base Membership Rights applicable to such Owner’s Lot in accordance with this Article 12, subject to the terms, covenants and conditions contained in the Club Property Documents. Notwithstanding anything contained in this Declaration to the contrary, the Club Property Owner has the exclusive right to modify, amend, limit, reduce, restrict, or otherwise change the Club Base Membership Rights applicable to any Lot, at any time and from time to time, in its sole subjective and absolute discretion and without notice or approval of any change by any third party or Person, including the Owners and the Association, provided that, any such modification, amendment, limitation, reduction, restriction, or other change shall not apply retroactively to any Owner, each such Owner being entitled to the Club Base Membership Rights more particularly described in the attachment to the deed for such Lot contemplated by Section 12.1(a) above or, if no such Club Base Membership Rights are so attached to such deed, then the Club Base Membership Rights more particularly described on Schedule “D” attached hereto, subject to the terms, covenants and conditions contained in the Club Property Documents. By way of example, but not limitation, the Club Property Owner has the right to approve the users of the Club Property and determine eligibility for use, to reserve use rights for future purchasers of Lots, to modify the Club Property Documents, to establish reasonable rules and regulations with respect to the use of the Club Property, to reserve memberships, to sell, lease or otherwise dispose of the Club Property in any manner whatsoever and to any Person whomsoever, to add, issue or modify any type, category or class of membership, to recall any membership at any time for any reason or no reason whatsoever, to convert the Club Property into a member-owned club, to make any other changes in the terms and conditions of membership or in the facilities available for use by members, to require the payment of a purchase price, initiation fee, membership deposit, dues and other charges for use privileges and to subdivide all or any portion of the Club Property. ACQUISITION OF A CLUB BASE MEMBERSHIP IN THE CLUB IS MANDATORY. OWNERSHIP OF A LOT

OR ANY PORTION OF THE PROPERTY OR MEMBERSHIP IN THE ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE CLUB PROPERTY AND DOES NOT GRANT ANY OWNERSHIP OR MEMBERSHIP INTEREST IN THE CLUB PROPERTY OWNER. THE CLUB AND/OR THE CLUB PROPERTY OF ANY NAME, KIND AND/OR NATURE WHATSOEVER.

12.3. Acknowledgments Regarding Club Property. Each Owner, by acceptance of a deed to a Lot, and the Association acknowledges understands and agrees:

(a) That the right and privilege to use the Club Property shall be subject to the terms and conditions of the Club Property Documents;

(b) Notwithstanding the fact that the Club Property is open space or a recreation area for purposes of applicable zoning ordinances and regulations, each Owner by acquisition of title to a Lot, and the Association, releases and discharges forever Declarant, the Club Property Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents from: (1) any claim that the Club Property is, or must be, owned and/or operated by the Association or the Owners, and/or (2) any claim that the Owners and/or the Association are entitled to use the Club Property by virtue of their ownership of a Lot without acquiring a membership in the Club, paying the applicable membership contribution or membership deposit and dues, fees and charges established by the Club Property Owner from time to time, and complying with the terms and conditions of the Club Property Documents. Each Owner and the Association shall jointly and severally indemnify, defend, and hold harmless Declarant, the Club Property Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and reimburse Declarant, the Club Property Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, attorney and paralegal fees and disbursements (even if incident to any appeals), that Declarant, the Club Property Owner, their affiliates, successors and assigns and their respective members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Club Property is deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Club Property must be owned and/or operated by the Association or the Owners and/or that Owners and/or the Association may use the Club Property without acquiring a membership in the Club pursuant to the Club Property Documents and paying the membership contribution or membership deposit, and dues, fees and charges established by the Club Property Owner from time to time and as otherwise provided in the Club Property Documents;

(c) That any entry upon the Club Property without permission of the Club Property Owner may be deemed a trespass and each Owner and the Association shall refrain from, and shall cause all occupants of such Owner's Lot, their guests and invitees to refrain from any unauthorized entry upon the Club Property;

(d) That the Club Property Owner shall have the right, but is not obligated to, to require the Association to collect any or all Club Charges on behalf of the Club Property Owner in the same manner as other Association assessments subject to the provisions of this Article 12. In such case, the Association will bill and collect all Club Charges for a particular semi-annual period or such other billing period as may be determined by the Club Property Owner from time to time, and remit the Club Charges to the Club Property Owner, together with a statement of accounts receivable itemized in reasonable detail and in such format as may be reasonably acceptable to the Club Property Owner and the Association, setting forth the status of payment of each Club member. The Club Property Owner shall have the right from time to time, at the Club Property Owner's expense, upon reasonable notice to the Association to audit the Association's books and records relating to the collection of and remittance of the Club Charges. The Club Property Owner may request the Association to take such actions to collect unpaid Club Charges as the Association customarily takes with respect to other delinquent assessments or other amounts owed to the Association by Owners pursuant to the provisions of Article 5 and shall be reimbursed by the Club Property Owner for all reasonable costs incurred by the Association for such action, within thirty (30) days of the Association's written request to the Club Property Owner for such reimbursement. Alternatively, the Club Property Owner shall have the same rights and remedies afforded the Association under Article 5 with respect to delinquent assessments to collect delinquent Club Charges;

(e) That the proximity of Lots and Common Facilities to the Club Property results in certain foreseeable risks, including the risk of damage or injury, and that each Owner's use and enjoyment of such Owner's Lot and the Common Facilities may be limited as a result and that neither the Association, Declarant nor the Club Property Owner shall have any obligation to take steps to remove or alleviate such risks, nor shall they have any liability to any Owner or occupant of any Lot, their guests or invitees, for damage or injury resulting from such risks provided such risks comply with all applicable Laws;

(f) That the Club Property Owner and its designees may add to, remove or otherwise modify the landscaping, trees, and other features of the Club Property, including changing the location, configuration, size and elevation of berms, courts, and trails and constructing fences, and that the Club Property Owner, the Club, Declarant, and the Association, shall not have any liability to any Owner as a result of such modifications to the Club Property;

(g) That there are no express or implied easements over the Club Property for view purposes and no guaranty or representation is made by Declarant or the Club Property Owner or any other Person that any view over and across the Club Property will be preserved without impairment, and that the Club, the Club Property Owner and Declarant shall not have any obligation to prune or thin trees or other vegetation or landscaping to preserve views over the Club Property; and

(h) That no representations or warranties which are inconsistent with this Article, either verbal or written, have been made or are made by the Declarant or the Club Property Owner or by any Person acting on behalf of any of the foregoing.

12.4. Rights of Access and Parking. The Club Property Owner and Club members (regardless of whether such Club members are Members of the Association or other

third parties), their guests and invitees and the employees, agents, contractors and designees of the Club Property Owner shall at all times have the right and the non-exclusive easement of access and use over all roadways and walkways located within the Property and Community reasonably necessary to travel to, from, and through the Property and Community from and to the Club Property, respectively, and further over those portions of the Property and Community (whether Common Facilities or otherwise) reasonably necessary for the use operation, maintenance, repair and replacement of the Club Property and any structures, buildings or other improvements thereon. Without limiting the generality of the foregoing, Club members and permitted members of the public shall have the right to use the pedestrian paths located throughout the Property at reasonable times before, during and after the various functions held at the Club Property, subject to the terms of this Declaration.

12.5. Assumption of Risk and Indemnification. Each Owner by its purchase of a Lot expressly assumes the risks associated with the Club Property (regardless of whether the Owner is using the Club Property) and agrees that Declarant, the Club, the Club Property Owner, the Association and any of their affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents nor any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot shall not be liable to Owner or any other person claiming any loss or damage, including indirect, special or consequential loss or damage arising from personal injury, destruction of property, loss of view, noise pollution or other visual or audible offenses or trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Owner's Lot or Common Facilities to the Club Property, including any claim arising, in whole or in part, from the negligence of Declarant, the Club Property Owner or any other entity designing, constructing, owning or managing the Club Property or planning or constructing the Owner's Lot. Each Owner hereby agrees to indemnify and hold harmless Declarant, the Club, the Club Property Owner, the Association, their affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents and any other entity owning or managing the Club Property against any and all claims by Owner's guests and invitees.

12.6. Maintenance and Landscape Easement. By recordation of this Declaration, Declarant does hereby reserve for itself and the Club Property Owner, a perpetual alienable and transferable non-exclusive easement over, across and upon each and every Lot and any portion of the Common Facilities which abuts or is contiguous to the Club Property reasonably necessary for the purpose of the operation and maintenance repair and/or replacement of the Club Property, including the use of usual and common equipment for irrigation, maintenance and landscaping thereof, which easement shall specifically constitute a part of the Club Property. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot or any portion of the Common Facilities for the purpose of planting grass, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees.

12.7. Club Activities Easement. By recordation of this Declaration, Declarant does hereby reserve for itself and the Club Property Owner, a perpetual alienable and transferable non-exclusive easement over, across and upon each and every Lot and any portion

of the Common Facilities which abuts or is contiguous to the Club Property for the purpose of doing every act necessary and appropriate to any activity being offered by the Club, which shall include the usual and common noise level created by such activities and the usual and common activities associated with the operation and maintenance of the Club Property.

12.8. Club Property Use Exceptions for Lots Owned by Eddie Evans Farm Phase I, LLC and leased to The Villages of Noble's Pond Phase I, LLC.

(a) Notwithstanding anything contained in this Declaration, including this Article 12, to the contrary, Eddie Evans Farm Phase I, LLC ("**Eddie Phase I**"), a Delaware limited liability company, and, its tenant, The Villages of Noble's Pond Phase I, LLC ("**Nobles Phase I**"), a Delaware limited liability company, shall have the same rights and privileges with respect to the use of the Club Property as those contained in Section 2.3 of that certain Master Lease Agreement dated December 12, 2007, and recorded on December 21, 2007, in the Recorder's Office at Book 4227, Page 1 (the "**Master Lease**") and granted in that certain Declaration Relating To The Clubhouse And Parking Area Located In Phase IA Of The Villages Of Nobles Pond by Eddie Evans Farm Phase V, LLC, a Delaware limited liability company, dated December 12, 2007, and recorded on January 2, 2008, in the Recorder's Office at Book 4239, Page 270, until the expiration or earlier termination of the Master Lease.

(b) Notwithstanding anything contained in this Declaration, including this Article 12, to the contrary, upon payment of the Club Base Membership Charges to the Club Property Owner in accordance with the provisions of this Article 12, each of the subtenants of Nobles Phase I listed on Schedule "C" hereto (each a "**Subtenant**") shall have the same rights and privileges with respect to the use of the Club Property as those contained in that certain Homeowner's Lease Agreement And Guidelines For Single Family Homes or that certain Homeowner's Lease Agreement And Guidelines For Carriage Houses, as applicable (herein referred to as the "**Sublease**"), by and between Nobles Phase I, as sub-landlord, and such Subtenant, as subtenant, until the expiration or earlier termination of the Sublease.

END OF TEXT – ONE (1) EXECUTION PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hercunto duly authorized the day and year first above written.

**SEALED AND DELIVERED
IN THE PRESENCE OF**

Jay Hill

Eddie Evans Farm Phase I, LLC

By: Delaware Community Management, LLC,
its Manager

By: *Mary A. Field* (SEAL)
Mary A. Field, its Manager

Jay Hill

Eddie Evans Farm Phase VI, LLC

By: Delaware Community Management, LLC,
its Manager

By: *Mary A. Field* (SEAL)
Mary A. Field, its Manager

Jay Hill

Eddie Evans Farm Phase VII, LLC

By: Delaware Community Management, LLC,
its Manager

By: *Mary A. Field* (SEAL)
Mary A. Field, its Manager

STATE OF ~~DELAWARE~~ PA)
) SS.
COUNTY OF Chester)

BE IT REMEMBERED, that on this 25th day of April, 2011, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Mary A. Field, manger of Delaware Management, LLC, being the manager of each of **Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC, and Eddie Evans Farm Phase VII, LLC**, each a Delaware limited liability company, and each a party to this Agreement, known to me personally to be such and acknowledged this Agreement to be his/her/it act and deed and the act and deed of each such company.

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

Judith A. Pry
Notary Public
JUDITH A. PRY
Print Name
My Commission Expires: 09-21-2014

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Judith A. Pry, Notary Public
E Caln Twp, Chester County
My commission expires September 21, 2014

Mortgagee Joinder and Subordination Addendum

FOX CHASE BANK (the "Lender"), as the holder of the only mortgage lien currently of record with respect to the Property, hereby joins in the execution of this Declaration to acknowledge and document that, coincident with the recordation of this Declaration in the Recorder's Office, such mortgage lien shall be subordinate in all respects to this Declaration, including any amendments as provided in this Declaration.

Witness:

FOX CHASE BANK

[Signature]

By: [Signature] (SEAL)
Name: Brett V. Long
Title: Sr. Vice President

STATE OF Pa :
: ss.
COUNTY OF Chester :

THIS INSTRUMENT was acknowledged before me on this 25TH day of April, 2011 by BRETT LONG, the Sr. VICE PRESIDENT of FOX CHASE BANK, and being personally known to me he/she did aver that he/she is a duly authorized officer of such bank and that his/her act in executing this Mortgagee Joinder and Subordination Agreement constitutes the act and deed of such bank.

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

[Signature]
Notary Public
Name: JUDITH A. PRY
My Commission Expires: 09-21-2014

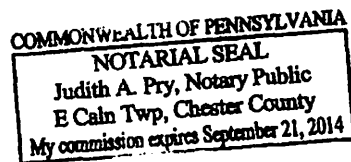


EXHIBIT "A"
Property Description

ALL that piece or parcel of land, herein after described, situate, lying and being located on the southwesterly side of McKee Road, Co. Road 156, and located in the Kenton Hundred, Kent County, Delaware; said piece or parcel of land being a portion of the lands of Eddie Evans Farm, LLC, a Delaware Limited Liability Company as recorded in the Kent County Recorder of Deeds Office in Volume 2376 of deeds, at page 239; said piece or parcel also being known as the Villages of Nobles Pond Phase 1A Subdivision, as recorded in the Kent County Recorder of Deeds Office in Plot Book 99, at page 24 through 30; said piece or parcel being more particularly described as follows:

COMMENCING AT A POINT marked by a found iron pipe on the westerly right-of-way of McKee Road, also known as County Road 156, having a variable width right-of-way and marking the northeast corner of lands now or formerly belonging to Olin L. and Charlene K. Evans, as recorded in the Kent County Recorder of Deeds Office, in Book D of Deeds, Volume 47 at page 309 and being a corner for the lands of the Eddie Evans Farm, LLC Minor Subdivision as recorded in the Kent County Recorder of Deeds Office in Plot Book 84, at page 77; thence S 48° 51' 45" W along the southeasterly bounds of said Olin and the northwesterly bounds of said Subdivision for a distance of 20.12 feet to the northerly corner of the Villages of Nobles Pond Phase 1A Subdivision as recorded in the Kent County Recorder of Deeds Office in Plot Book 89 at page 77 and the **TRUE POINT OF BEGINNING**; thence S 34° 49' 51" E along the northeasterly bounds of said Villages of Nobles Pond Phase 1A Subdivision for a distance of 823.69 feet to the northeasterly corner of said Subdivision and the westerly bounds of lands now or formerly belonging to Rick A. Welty, as recorded in the Kent County Recorder of Deeds Office in Book 345 of Deeds, at page 297; thence S 24° 38' 07" W along the westerly bounds for said Welty, and lands now or formerly belonging to the Sapp Forest Subdivision as recorded in the Kent County Recorder of Deeds Office in Plot Book 43 at page 84, and along the southeasterly bounds of a portion of the "Open Space" and Lots 4 through 12, respectively, and a portion of Lot 13 for a distance of 819.81 feet to a found iron pipe marking the northwesterly corner of lands now or formerly belonging to the First Korean Baptist Church, Inc., as recorded in the Kent County Recorder of Deeds Office in Book D of Deeds, Volume 51, at page 226; thence S 24° 24' 18" W along the northwesterly bounds of said First Korean Baptist Church, Inc. and along the southeasterly bounds of Lots 13 through 20, respectively and other lands of said Subdivision for a distance of 691.02 feet to a found iron pipe marking the northwest corner of lands now or formerly belonging to Barry N. Reynolds, as recorded in the Kent County Recorder of Deeds Office in Book 553 of Deeds, at page 265; thence S 24° 24' 19" W along the northwesterly bounds of said Reynolds and the lands now or formerly of Charles L. and Gloria Cottman as recorded in the Kent County Recorder of Deeds Office in Book 185 of Deeds, at page 86 and the lands now or formerly belonging to Lucy R. Carney, as recorded in the Kent County Recorder of Deeds Office in Book Q of Deeds, Volume 34, at page 339 and the lands now or formerly belonging to Leonard R. and Donna Lynn Startt, as recorded in the Kent County Recorder of Deeds Office in Book 436 Deeds, at page 221 and the lands now or formerly belonging to Roger and Sandra Murray, as recorded in the Kent County Recorder of Deeds Office in Book 441 Deeds, at page 111 for a distance of 843.48 feet to a point in the center of Fork Branch also being the northeast corner of lands now or formerly belonging to Martin and

Anna Kucek, as recorded in the Kent County Recorder of Deeds Office in Book I of Deeds, Volume 11, at page 59; thence along the centerline of Fork Branch and the northerly bounds of said Kucek the following five (5) courses and distances 1) N 28° 39' 46" W for a distance of 124.10 feet; 2) N 51° 58' 52" W for a distance of 252.98 feet; 3) N 80° 05' 01" W for a distance of 127.92 feet; 4) S 56° 20' 12" W for a distance of 68.13 feet; 5) N 82° 21' 00" W for a distance of 189.12 feet to a point; thence along the westerly bounds of said Subdivision the following eight (8) courses and distances: 1) N 56° 01' 50" W for a distance of 219.53 feet; 2) N 55° 24' 47" E for a distance of 216.08 feet; 3) N 16° 25' 45" E for a distance of 163.65 feet; 4) N 28° 58' 47" W for a distance of 149.53 feet; 5) N 35° 38' 01" W for a distance of 287.01 feet; 6) N 64° 40' 14" E for a distance of 30.24 feet to a point; 7) N 26° 45' 24" W for a distance of 87.59 feet to the southeasterly right-of-way of Nobles Pond Crossing being a 28 foot wide private road; 8) N 26° 45' 24" W crossing said Nobles Pond Crossing, for a distance of 28.00 feet to the northeasterly right-of-way of said Nobles Pond Crossing, being a 28 foot wide private road; thence easterly, along said Nobles Pond Crossing, on a curve to the left having a radius of 300.00 feet with an arc length of 22.06 feet forming a chord bearing N 60° 04' 53" E for a distance of 22.05 feet to the beginning of a non-tangential curve; thence continuing along the northeasterly right-of-way of said Nobles Pond Crossing, on a curve to the left having a radius of 382.40 feet with an arc length of 40.17 feet forming a chord bearing N 54° 06' 46" E for a distance of 40.15 feet to a point of tangency; thence N 50° 02' 20" E along the northeasterly right-of-way of said Nobles Pond Crossing, for a distance of 216.82 feet to a point of curvature; thence on a curve to the left having a radius of 25.00 feet with an arc length of 36.96 feet forming a chord bearing N 07° 40' 59" E for a distance of 33.68 feet to a point on the southwesterly right-of-way of Ponds Edge Way, being a 24 foot wide private road; thence along said private road N 34° 40' 00" W for a distance of 354.14 feet to a point of curvature; thence northwesterly along the westerly bounds of said Subdivision on a curve to the left having a radius of 388.00 feet with an arc length of 205.82 feet forming a chord bearing N 49° 51' 47" W for a distance of 203.41 feet to a point of tangency; thence N 65° 03' 34" W along the westerly bounds of said Subdivision for a distance of 53.85 feet to the northwesterly corner of said Subdivision and being on the southeasterly line of lands now or formerly belonging to T. Noble Jarrell, III as recorded in the Kent County Recorder of Deeds Office in Plot Book 80, at page 27; thence N 51° 10' 13" E along the southeasterly bounds of Jarrell and the northwesterly bounds of Lots 46, 60 through 64, 91 through 96 and 116 through 119, respectively, for a distance of 1,453.79 feet to an iron rod found, marking the southwesterly corner of lands now or formerly belonging to Olin F. and Charlene K. Evans, as recorded in the Kent County Recorder of Deeds Office in Book D of Deeds, Volume 51 at page 201; thence S 39° 58' 00" E along the southwesterly bounds of said Evans land and along the northeasterly bounds of Lots 119, 120, 121 and 122 for a distance of 269.54 feet to an iron rod found marking the southeasterly corner of said Evans lands; thence N 30° 52' 13" E along the southeasterly bounds of said Evans and a portion of which is described in the Kent County Recorder of Deeds Office in Book T of Deeds, Volume 47 at page 209 and the northwesterly bounds of Lots 140, 141 and 142 for a distance of 243.90 feet to an iron rod found marking an angle point in said line; thence N 48° 51' 45" E along the southeasterly bounds of said Evans and along the northwesterly bounds of the remainder of Lot 142 and Lot 143 and other lands of said Subdivision for a distance of 144.92 feet to the **POINT OF BEGINNING** and containing 70.10 acres.

EXHIBIT "B"
Adjacent Property Description

All that certain parcel of land situate in the Kenton Hundred, Kent County, Delaware being southwesterly of, but not adjoining to, McKee Road, a variable width right-of-way and adjoining the westerly lands of the Villages of Nobles Pond Phase 1A Subdivision as filed for record at the Kent County Recorder of Deeds Office on February 13, 2008 in Plot Book 99 page 24 and being more particularly described as follows:

COMMENCING at a found iron pipe on the southwesterly right-of-way of McKee Road, also known as County Road 156, a variable width right-of-way and marking the northeast corner of lands now or formerly belonging to Olin L. and Charlene K. Evans and filed for record at the Kent County Recorder of Deeds Office in Deed Book D 47, page 309, the following course and distance:

1. **South 48° 51' 45" West for a distance of 20.12 feet** to the northerly corner of the Villages of Nobles Pond Phase 1A Subdivision as filed for record at the Kent County Recorder of Deeds Office on February 13, 2008 in Plot Book 99 page 24.

THENCE binding on the lands of said Villages of Nobles Pond Phase 1A Subdivision the following four (4) courses and distances;

2. **South 48° 51' 45" West 144.92 feet** to a point.
3. **South 30° 52' 13" West 243.90 feet** to an iron rod found.
4. **North 39° 58' 00" West 269.54 feet** to an iron rod found.
5. **South 51° 10' 13" West 1,453.79 feet** to the northwesterly corner of said Villages of Nobles Pond Phase 1A Subdivision being the **POINT OF BEGINNING**.

BEGINNING at a point being the northwesterly corner of lands of Villages of Nobles Pond Phase 1A Subdivision and filed for record at the Kent County Recorder of Deeds Office on February 13, 2008 in Plot Book 99 page 24 and the lands herein described.

THENCE binding on the lands of said Villages of Nobles Pond Phase 1A Subdivision the following fourteen (14) courses and distances;

6. **South 65° 03' 34" East 53.85 feet** to a point.
7. By and with a curve to the right having a **radius of 388.00 feet, an arc length of 205.82 feet** and subtended by the **chord bearing South 49° 51' 47" East 203.41 feet** to a point of tangency on the southwesterly private right-of-way of Ponds Edge Way.
8. **South 34° 40' 00" East 354.14 feet** to a point of curvature of Ponds Edge Way.
9. By and with a curve to the right having a **radius of 25.00 feet, an arc length of 36.96 feet** and subtended by the **chord bearing South 07° 40' 59" West 33.68 feet** to a point of tangency on the northwesterly private right-of-way of Resort Boulevard.
10. **South 50° 02' 20" West 216.82 feet** to a point of curvature of Resort Boulevard.
11. By and with a curve to the right having a **radius of 382.40 feet, an arc length of 40.17 feet** and subtended by the **chord bearing South 54° 06' 46" West 40.15 feet**

to a point of compound curvature on the northwesterly private right-of-way of Resort Boulevard.

12. By and with a curve to the right having a radius of 300.00 feet, an arc length of 22.06 feet and subtended by the chord bearing South 60° 04' 53" West 22.05 feet to a point on the northwesterly private right-of-way of Resort Boulevard.
13. South 26° 45' 24" East and crossing Resort Boulevard 115.59 feet to a point.
14. South 64° 40' 14" West 30.24 feet to a point.
15. South 35° 38' 01" East 287.01 feet to a point.
16. South 28° 58' 47" East 149.53 feet to a point.
17. South 16° 25' 45" West 163.65 feet to a point.
18. South 55° 24' 47" West 216.08 feet to a point.
19. South 56° 01' 50" East 219.53 feet to a point in the centerline of Fork Branch.

THENCE leaving said lands and binding on a portion of the lands now or formerly belonging to Martin Kucek and Anna Kucek and filed for record at the Kent County Recorder of Deeds Office in Deed Book I 11, page 59 and the lands now or formerly belonging to Saxton C. Lambertson and Mary Ann Lambertson and filed for record at the Kent County Recorder of Deeds Office in Deed Book C 25, page 67 and Deed Book S 25, page 17 along the centerline of Fork Branch the following twelve (12) courses and distances;

20. South 47° 53' 28" West 89.17 feet to a point.
21. North 88° 19' 48" West 161.75 feet to a point.
22. North 38° 03' 34" West 155.87 feet to a point.
23. North 89° 21' 25" West 140.19 feet to a point.
24. South 68° 32' 54" West 253.84 feet to a point.
25. North 90° 00' 00" West 75.60 feet to a point.
26. South 37° 24' 57" West 243.67 feet to a point.
27. South 82° 22' 00" West 274.39 feet to a point.
28. South 77° 09' 30" West 240.70 feet to a point.
29. South 70° 08' 52" West 391.06 feet to a point.
30. South 60° 16' 33" West 566.38 feet to a point.
31. South 56° 35' 31" West 493.56 feet to a point.

THENCE leaving said lands and binding on the lands now or formerly belonging to Sybil B. Bundek and filed for record at the Kent County Recorder of Deeds Office in Deed Book A 52, page 129 the following six (6) courses and distances;

32. North 22° 28' 44" West 280.78 feet to a stone found.
33. North 84° 01' 46" West 171.94 feet to the center of a ditch.
34. North 27° 31' 20" West along the center of a ditch 290.07 feet to a point.
35. North 27° 01' 31" West along the center of a ditch 356.97 feet to a point.
36. North 49° 57' 26" West along the center of a ditch 614.64 feet to a point.
37. North 11° 27' 29" West 974.42 feet to an iron pipe found.

THENCE leaving said lands and binding on the lands now or formerly belonging to Jack A. Egolf and filed for record at the Kent County Recorder of Deeds Office in Deed Book H 29, page 345 and a portion of the lands now or formerly belonging to Floyd and Frances Pritchett and filed for record at the Kent County Recorder of Deeds Office in Deed Book E 23, page 563 and Deed Book G 19, page 389 the following three (3) courses and distances;

38. **North 11° 21' 31" West 347.18 feet** to a stone found.

39. **South 68° 34' 53" West 1056.36 feet** to a large walnut tree.

40. **South 78° 57' 57" West and passing through a concrete monument found at 505.82 feet and continuing for a total distance of 669.21 feet** to a capped iron rod.

THENCE continuing along the lands now or formerly belonging to Floyd and Frances Pritchett and filed for record at the Kent County Recorder of Deeds Office in Deed Book E 23, page 563 and Deed Book G 19, page 389 the following course and distance;

41. **North 27° 32' 00" West 88.62 feet** to a capped iron rod.

THENCE leaving said lands and binding on the lands now or formerly belonging to Donald M. Seeney and Shirley Ann Seeney and filed for record at the Kent County Recorder of Deeds Office in Deed Book Q 32, page 110 and Deed Book Q 32, page 112 and the lands now or formerly belonging to Clarence M. Wilson and filed for record at the Kent County Recorder of Deeds Office in Deed Book G 21, page 31 the following course and distance;

42. **North 26° 01' 40" West 259.23 feet** to a capped iron rod.

THENCE leaving said lands and binding on the lands now or formerly belonging to Charles L. Coker and filed for record at the Kent County Recorder of Deeds Office in Deed Book P 22, page 56 the following course and distance;

43. **North 31° 12' 14" West 120.20 feet** to capped iron rod found.

THENCE leaving said lands and binding on the lands now or formerly belonging to Elizabeth J. Poore and filed for record at the Kent County Recorder of Deeds Office in Deed Book 447, page 114 the following course and distance;

44. **North 26° 00' 20" West 110.29 feet** to a concrete monument found.

THENCE leaving said lands and binding on the lands now or formerly belonging to Glendon K. Durham and Peggy J. Durham and filed for record at the Kent County Recorder of Deeds Office in Deed Book 148, page 105 the following two (2) courses and distances;

45. **North 26° 01' 21" West 88.95 feet** to an iron rod found.

46. **South 62° 28' 48" West 131.02 feet** to a rectangular iron pipe found.

THENCE leaving said lands and binding on the easterly right-of-way of Kenton Road, also known as County Road 104, a 60 foot wide right-of-way, the following course and distance;

47. North 28° 05' 41" West 168.55 feet to an iron rod found.

THENCE leaving said lands and binding on the lands now or formerly belonging to Billy E. Moose and Irene L. Moose and filed for record at the Kent County Recorder of Deeds Office in Deed Book X 48, page 202 the following three (3) courses and distances;

48. North 63° 29' 37" East 150.00 feet to a point.

49. North 28° 52' 12" West 60.21 feet to an iron rod found.

50. North 63° 24' 53" East 117.54 feet to an iron rod found.

THENCE leaving said lands and binding on the lands now or formerly belonging to Paul C. Phillips and filed for record at the Kent County Recorder of Deeds Office in Deed Book 410, page 87 the following course and distance;

51. North 63° 24' 53" East and passing through an iron rod found at 1845.05 feet and continuing for a total distance of 1953.19 feet to a point in the centerline of a small stream.

THENCE leaving said lands and binding on the lands now or formerly belonging to Allen Thomas Reed and Mary Virginia Reed and filed for record at the Kent County Recorder of Deeds Office in Deed Book Y 19, page 346 and the lands now or formerly belonging to Edith Pearl Durham and Lawrence L. Durham and filed for record at the Kent County Recorder of Deeds Office in Deed Book A 20, page 143 along the centerline of a small stream the following seven (7) courses and distances;

52. South 74° 43' 12" East 238.06 feet to a point.

53. South 75° 08' 39" East 177.67 feet to a point.

54. South 49° 08' 08" East 250.26 feet to a point.

55. South 46° 05' 14" East 176.75 feet to a point.

56. South 44° 08' 29" East 162.48 feet to a point.

57. South 44° 14' 19" East 169.70 feet to a point.

58. South 60° 20' 09" East 266.90 feet to a point.

THENCE leaving said lands and binding on a portion of the lands now or formerly belonging to T. Noble Jarrell, III and filed for record at the Kent County Recorder of Deeds Office in Deed Book A 24, page 284 along the centerline of a small stream the following four (4) courses and distances;

59. South 64° 44' 14" East 498.78 feet to a point.

60. South 56° 11' 46" East 190.72 feet to a point.

61. South 85° 04' 40" East 196.29 feet to a point.

62. South 89° 28' 14" East 171.18 feet to a point.

THENCE leaving said centerline of small stream and continuing along a portion of the lands now or formerly belonging to T. Noble Jarrell, III and filed for record at the Kent County Recorder of Deeds Office in Deed Book A 24, page 284 the following three (3) courses and distances;

- 63. **South 37° 47' 58" East 1048.65 feet** to a capped iron rod.
- 64. **North 61° 14' 07" East 416.17 feet** to a capped iron rod.
- 65. **North 51° 10' 13" West 798.10 feet** to the point of beginning.

CONTAINING 221.7 acres of land, more or less.

EXHIBIT "C"
Club Property Description

All that tract or parcel of land situate in the Kenton Hundred, Kent County, Delaware being known as the "Clubhouse" of the Villages of Nobles Pond Phase 1A Subdivision dated October 2006 and revised February 9, 2007 by McCrone, Inc. as recorded in the Kent County Recorder of Deeds Office in Plot Book 92, page 22, on April 18, 2007.

BEGINNING AT A POINT on the easterly right-of-way of Nobles Pond Crossing, being a 24 foot wide private roadway, said point being the northwest corner of Lot 206 of said Subdivision; thence along said easterly right-of-way of Country Club Drive the following four (4) courses and distances:

- 1) On a curve to the left having a radius of 624.00 feet with an arc length of 49.42 feet, forming a chord bearing N 21° 18' 04" E for a chord length of 49.40 feet;
- 2) On a curve to the left having a radius of 87.00 feet with an arc length of 117.33 feet, forming a chord bearing N 19° 36' 12" E for a chord length of 108.64 feet;
- 3) N 58° 14' 21" W for a distance of 106.47 feet;
- 4) On a curve to the right having a radius of 25.00 feet with an arc length of 42.07 feet, forming a chord bearing N 10° 01' 36" W for a chord length of 37.28 feet to a point on the southerly right-of-way of Nobles Pond Crossing, being a 28 foot wide private roadway; thence, on a curve to the right along the southerly and thence westerly right-of-way of Nobles Pond Crossing the following two courses and distances:
 - 1) On a curve to the right having a radius of 361.00 feet with an arc length of 604.04 feet, forming a chord bearing N 86° 07' 31" E for a chord length of 536.00 feet;
 - 2) On a curve to the right having a radius of 361.00 feet with an arc length of 709.44 feet, forming a chord bearing S 10° 21' 33" E for a chord length of 600.67 feet to a point being the southeast corner of Lot 154 of aforesaid Villages of Nobles Pond Phase 1A Subdivision;

thence N 23° 19' 32" W along the easterly bounds of Lot 154 for a distance of 25.95 feet; thence N 37° 12' 41" W along Lot 154 and Lot 155 for a distance of 198.72 feet to the northeast corner of Lot 207; thence N 53° 58' 57" W along the northerly bounds of Lot 207 and Lot 208 for a distance of 223.52 feet to the point of beginning and containing 6.23 acres.

SCHEDULE "A"
Tax Parcel Numbers

"Eddie I Tax Parcel Numbers"

PHASE 1A

Lot Number	Tax Parcel Number	Property Address
1	KH-00-056.02-01-01.00-000	SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-000	61 SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-001	31 SILVER MEADOWS LN
3	KH-00-056.02-01-03.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-001	57 SILVER MEADOWS LN
5	KH-00-056.02-01-05.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-001	87 SILVER MEADOWS LN
7	KH-00-056.02-01-07.00-000	642 NOBLE'S POND CROSSING DR
7	KH-00-056.02-01-07.00-001	642 NOBLE'S POND CROSSING RD
8	KH-00-056.02-01-08.00-000	NOBLE'S POND CROSSING LN
8	KH-00-056.02-01-08.00-001	628 NOBLE'S POND CROSSING LN
9	KH-00-056.02-01-09.00-000	NOBLE'S POND CROSSING LN
10	KH-00-056.02-01-10.00-000	602 NOBLE'S POND CROSSING RD
10	KH-00-056.02-01-10.00-001	602 NOBLE'S POND CROSSING 590 NOBLE'S POND CROSSING
11	KH-00-056.02-01-11.00-000	RD
11	KH-00-056.02-01-11.00-001	590 NOBLE'S POND CROSSING
12	KH-00-056.02-01-12.00-000	NOBLE'S POND CROSSING LN
13	KH-00-056.02-01-13.00-000	WATERS EDGE DR

Lot Number	Tax Parcel Number	Property Address
13	KH-00-056.02-01-13.00-001	21 WATERS EDGE DR
14	KH-00-056.02-01-14.00-000	WATERS EDGE DR
15	KH-00-056.02-01-15.00-000	WATERS EDGE DR
16	KH-00-056.02-01-16.00-000	61 WATERS EDGE DR
16	KH-00-056.02-01-16.00-001	61 WATERS EDGE DR
17	KH-00-056.02-01-17.00-000	WATERS EDGE DR
18	KH-00-056.02-01-18.00-000	89 WATERS EDGE DR
18	KH-00-056.02-01-18.00-001	89 WATERS EDGE DR
19	KH-00-056.02-01-19.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-001	115 WATERS EDGE DR
21	KH-00-056.02-01-21.00-000	WATERS EDGE DR
22	KH-00-056.02-01-22.00-000	WATERS EDGE DR
23	KH-00-056.02-01-23.00-000	NOBLE'S POND CROSSING DR
24	KH-00-056.02-01-24.00-000	NOBLE'S POND CROSSING DR
25	KH-00-056.02-01-25.00-000	NOBLE'S POND CROSSING DR
26	KH-00-056.02-01-26.00-000	NOBLE'S POND CROSSING DR
27	KH-00-056.02-01-27.00-000	NOBLE'S POND CROSSING DR
28	KH-00-056.02-01-28.00-000	NOBLE'S POND CROSSING DR
29	KH-00-056.02-01-29.00-000	NOBLE'S POND CROSSING DR
30	KH-00-056.02-01-30.00-000	NOBLE'S POND CROSSING DR
31	KH-00-056.02-01-31.00-000	NOBLE'S POND CROSSING DR
32	KH-00-056.02-01-32.00-000	NOBLE'S POND CROSSING DR
33	KH-00-056.02-01-49.00-000	WATERS EDGE DR
34	KH-00-056.02-01-50.00-000	WATERS EDGE DR
35	KH-00-056.02-01-51.00-000	WATERS EDGE DR
36	KH-00-056.02-01-52.00-000	WATERS EDGE DR
37	KH-00-056.02-01-53.00-000	WATERS EDGE DR
38	KH-00-056.02-01-54.00-000	WATERS EDGE DR
39	KH-00-056.02-01-55.00-000	WATERS EDGE DR
40	KH-00-056.02-01-56.00-000	NOBLE'S POND CROSSING DR
41	KH-00-056.02-01-57.00-000	NOBLE'S POND CROSSING DR
42	KH-00-056.02-01-58.00-000	NOBLE'S POND CROSSING DR
43	KH-00-056.02-01-59.00-000	NOBLE'S POND CROSSING DR
44	KH-00-056.02-01-60.00-000	NOBLE'S POND CROSSING DR
45	KH-00-056.02-01-61.00-000	NOBLE'S POND CROSSING DR
46	KH-00-056.02-03-16.00-000	PONDS EDGE WAY

Lot Number	Tax Parcel Number	Property Address
47	KH-00-056.02-03-15.00-000	PONDS EDGE WAY
48	KH-00-056.02-03-14.00-000	PONDS EDGE WAY
49	KH-00-056.02-03-13.00-000	PONDS EDGE WAY
50	KH-00-056.02-03-12.00-000	PONDS EDGE WAY
51	KH-00-056.02-03-11.00-000	PONDS EDGE WAY
52	KH-00-056.02-03-10.00-000	PONDS EDGE WAY
53	KH-00-056.02-03-09.00-000	CASSELBERRY LN
54	KH-00-056.02-03-08.00-000	CASSELBERRY LN
55	KH-00-056.02-03-07.00-000	CASSELBERRY LN
56	KH-00-056.02-03-06.00-000	CASSELBERRY LN
57	KH-00-056.02-03-05.00-000	CASSELBERRY LN
58	KH-00-056.02-03-04.00-000	CASSELBERRY LN
59	KH-00-056.02-03-03.00-000	CASSELBERRY LN
60	KH-00-056.02-03-02.00-000	CASSELBERRY LN
61	KH-00-056.02-03-01.00-000	CASSELBERRY LN
62	KH-00-056.02-02-87.00-000	CASSELBERRY LN
63	KH-00-056.02-02-86.00-000	CASSELBERRY LN
64	KH-00-056.02-02-85.00-000	CASSELBERRY LN
65	KH-00-056.02-02-84.00-000	CASSELBERRY LN
66	KH-00-056.02-02-83.00-000	CASSELBERRY LN
67	KH-00-056.02-02-82.00-000	CASSELBERRY LN
68	KH-00-056.02-02-81.00-000	CASSELBERRY LN
69	KH-00-056.02-02-80.00-000	CASSELBERRY LN
70	KH-00-056.02-02-79.00-000	CASSELBERRY LN
71	KH-00-056.02-02-94.00-000	CASSELBERRY LN
72	KH-00-056.02-02-95.00-000	CASSELBERRY LN
73	KH-00-056.02-02-96.00-000	CASSELBERRY LN
74	KH-00-056.02-02-97.00-000	CASSELBERRY LN
75	KH-00-056.02-02-98.00-000	CASSELBERRY LN
76	KH-00-056.02-02-99.00-000	CASSELBERRY LN
77	KH-00-056.02-02-88.00-000	CASSELBERRY LN
78	KH-00-056.02-02-89.00-000	CASSELBERRY LN
79	KH-00-056.02-02-90.00-000	CASSELBERRY LN
80	KH-00-056.02-02-91.00-000	CASSELBERRY LN
81	KH-00-056.02-02-92.00-000	CASSELBERRY LN
82	KH-00-056.02-02-93.00-000	CASSELBERRY LN
83	KH-00-056.02-02-78.00-000	CASSELBERRY LN
84	KH-00-056.02-02-46.00-000	FAIRMONT LN
85	KH-00-056.02-02-45.00-000	FAIRMONT LN
86	KH-00-056.02-02-44.00-000	FAIRMONT LN
87	KH-00-056.02-02-43.00-000	FAIRMONT LN
88	KH-00-056.02-02-42.00-000	FAIRMONT LN
89	KH-00-056.02-02-41.00-000	FAIRMONT LN
90	KH-00-056.02-02-40.00-000	FAIRMONT LN

Lot Number	Tax Parcel Number	Property Address
91	KH-00-056.02-02-39.00-000	FAIRMONT LN
92	KH-00-056.02-02-38.00-000	FAIRMONT LN
93	KH-00-056.02-02-37.00-000	FAIRMONT LN
94	KH-00-056.02-02-36.00-000	FAIRMONT LN
95	KH-00-056.02-02-35.00-000	FAIRMONT LN
96	KH-00-056.02-02-34.00-000	FAIRMONT LN
97	KH-00-056.02-02-33.00-000	FAIRMONT LN
98	KH-00-056.02-02-32.00-000	FAIRMONT LN
99	KH-00-056.02-02-31.00-000	30 FAIRMONT LN
99	KH-00-056.02-02-31.00-001	30 FAIRMONT LN
100	KH-00-056.02-02-30.00-000	98 NOBLE'S POND CROSSING RD
100	KH-00-056.02-02-30.00-001	98 NOBLE'S POND CROSSING
101	KH-00-056.02-02-47.00-000	FAIRMONT LN
102	KH-00-056.02-02-48.00-000	FAIRMONT LN
103	KH-00-056.02-02-49.00-000	FAIRMONT LN
104	KH-00-056.02-02-50.00-000	FAIRMONT LN
105	KH-00-056.02-02-51.00-000	FAIRMONT LN
106	KH-00-056.02-02-52.00-000	FAIRMONT LN
107	KH-00-056.02-02-53.00-000	FAIRMONT LN
108	KH-00-056.02-02-54.00-000	FAIRMONT LN
109	KH-00-056.02-02-55.00-000	FAIRMONT LN
110	KH-00-056.02-02-56.00-000	FAIRMONT LN
111	KH-00-056.02-02-29.00-000	82 NOBLE'S POND CROSSING DR
111	KH-00-056.02-02-29.00-001	82 NOBLE'S POND CROSSING
112	KH-00-056.02-02-28.00-000	WINDING CARRIAGE LN
112	KH-00-056.02-02-28.00-001	226 WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-000	WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-001	216 WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-000	WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-001	206 WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-000	WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
115	KH-00-056.02-02-25.00-001	198 WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-000	WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-001	192 WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-000	WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-001	182 WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-000	WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-001	170 WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-000	WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-001	160 WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-000	WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-001	154 WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-000	WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-001	146 WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-000	WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-001	136 WINDING CARRIAGE LN
123	KH-00-056.02-02-17.00-000	WINDING CARRIAGE LN
124	KH-00-056.02-02-16.00-000	WINDING CARRIAGE LN
125	KH-00-056.02-02-15.00-000	WINDING CARRIAGE LN
126	KH-00-056.02-02-14.00-000	WINDING CARRIAGE LN
127	KH-00-056.02-02-13.00-000	WINDING CARRIAGE LN
128	KH-00-056.02-02-12.00-000	WINDING CARRIAGE LN
129	KH-00-056.02-02-11.00-000	WINDING CARRIAGE LN
130	KH-00-056.02-02-10.00-000	WINDING CARRIAGE LN
131	KH-00-056.02-02-09.00-000	NOBLE'S POND CROSSING LN
132	KH-00-056.02-02-08.00-000	NOBLE'S POND CROSSING LN
133	KH-00-056.02-02-07.00-000	NOBLE'S POND CROSSING LN
134	KH-00-056.02-02-05.00-000	WINDING CARRIAGE LN
135	KH-00-056.02-02-04.00-000	WINDING CARRIAGE LN
136	KH-00-056.02-02-06.00-000	GUARD HOUSE LN
137	KH-00-056.02-02-01.00-000	WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
138	KH-00-056.02-02-02.00-000	WINDING CARRIAGE LN
139	KH-00-056.02-02-03.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-001	80 WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-000	WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-001	66 WINDING CARRIAGE LN
142	KH-00-056.02-01-93.00-000	KATY CT
142	KH-00-056.02-01-93.00-001	KATY CT
143	KH-00-056.02-01-92.00-000	KATY CT
144	KH-00-056.02-01-91.00-000	KATY CT
145	KH-00-056.02-01-90.00-000	46 WINDING CARRIAGE LN
145	KH-00-056.02-01-90.00-001	46 WINDING CARRIAGE LN
146	KH-00-056.02-01-89.00-000	WINDING CARRIAGE LN
147	KH-00-056.02-01-88.00-000	WINDING CARRIAGE LN
148	KH-00-056.02-01-84.00-000	NOBLE'S POND CROSSING LN
149	KH-00-056.02-01-83.00-000	NOBLE'S POND CROSSING LN
150	KH-00-056.02-01-82.00-000	NOBLE'S POND CROSSING CT
150	KH-00-056.02-01-82.00-001	80 SILVER MEADOWS LN
151	KH-00-056.02-01-85.00-000	SILVER MEADOWS LN
152	KH-00-056.02-01-86.00-000	SILVER MEADOWS LN
153	KH-00-056.02-01-87.00-000	SILVER MEADOWS LN
154	KH-00-056.02-01-81.00-000	KENDRA CT
155	KH-00-056.02-01-80.00-000	KENDRA CT
156	KH-00-056.02-01-74.00-000	KENDRA CT
157	KH-00-056.02-01-73.00-000	KENDRA CT
158	KH-00-056.02-01-72.00-000	STEEPLECHASE DR
159	KH-00-056.02-01-71.00-000	STEEPLECHASE DR
160	KH-00-056.02-01-70.00-000	STEEPLECHASE DR
161	KH-00-056.02-01-69.00-000	STEEPLECHASE DR
162	KH-00-056.02-01-68.00-000	STEEPLECHASE DR
163	KH-00-056.02-01-67.00-000	STEEPLECHASE DR
164	KH-00-056.02-01-66.00-000	STEEPLECHASE DR
165	KH-00-056.02-01-65.00-000	STEEPLECHASE DR
166	KH-00-056.02-01-64.00-000	STEEPLECHASE DR
167	KH-00-056.02-01-63.00-000	STEEPLECHASE DR

Lot Number	Tax Parcel Number	Property Address
168	KH-00-056.02-01-62.00-000	STEEPLECHASE DR
169	KH-00-056.02-01-48.00-000	BROWN DERBY DR
170	KH-00-056.02-01-47.00-000	BROWN DERBY DR
171	KH-00-056.02-01-46.00-000	BROWN DERBY DR
172	KH-00-056.02-01-45.00-000	BROWN DERBY DR
173	KH-00-056.02-01-44.00-000	BROWN DERBY DR
174	KH-00-056.02-01-43.00-000	BROWN DERBY DR
175	KH-00-056.02-01-42.00-000	BROWN DERBY DR
176	KH-00-056.02-01-41.00-000	BROWN DERBY DR
177	KH-00-056.02-01-40.00-000	BROWN DERBY DR
178	KH-00-056.02-01-39.00-000	BROWN DERBY DR
179	KH-00-056.02-01-38.00-000	NOBLE'S POND CROSSING DR
180	KH-00-056.02-01-37.00-000	NOBLE'S POND CROSSING DR
181	KH-00-056.02-01-36.00-000	NOBLE'S POND CROSSING DR
182	KH-00-056.02-01-35.00-000	NOBLE'S POND CROSSING DR
183	KH-00-056.02-01-34.00-000	NOBLE'S POND CROSSING DR
184	KH-00-056.02-01-33.00-000	NOBLE'S POND CROSSING DR
185	KH-00-056.02-02-67.00-000	COUNTRY CLUB DR
186	KH-00-056.02-02-66.00-000	COUNTRY CLUB DR
187	KH-00-056.02-02-65.00-000	COUNTRY CLUB DR
188	KH-00-056.02-02-64.00-000	COUNTRY CLUB DR
189	KH-00-056.02-02-63.00-000	COUNTRY CLUB DR
190	KH-00-056.02-02-62.00-000	COUNTRY CLUB DR
191	KH-00-056.02-02-61.00-000	COUNTRY CLUB DR
192	KH-00-056.02-02-60.00-000	COUNTRY CLUB DR
193	KH-00-056.02-02-59.00-000	COUNTRY CLUB DR
194	KH-00-056.02-02-58.00-000	COUNTRY CLUB DR
195	KH-00-056.02-02-57.00-000	COUNTRY CLUB DR
196	KH-00-056.02-02-77.00-000	NOBLE'S POND CROSSING DR
197	KH-00-056.02-02-76.00-000	NOBLE'S POND CROSSING DR
198	KH-00-056.02-02-75.00-000	NOBLE'S POND CROSSING DR
199	KH-00-056.02-02-74.00-000	NOBLE'S POND CROSSING DR
200	KH-00-056.02-02-73.00-000	NOBLE'S POND CROSSING DR
201	KH-00-056.02-02-72.00-000	NOBLE'S POND CROSSING DR
202	KH-00-056.02-02-71.00-000	NOBLE'S POND CROSSING DR
203	KH-00-056.02-02-70.00-000	NOBLE'S POND CROSSING DR
204	KH-00-056.02-02-69.00-000	NOBLE'S POND CROSSING DR
205	KH-00-056.02-02-68.00-000	NOBLE'S POND CROSSING DR
206	KH-00-056.02-01-78.00-000	BRIDLE CT
207	KH-00-056.02-01-79.00-000	BRIDLE CT
208	KH-00-056.02-01-75.00-000	BRIDLE CT
209	KH-00-056.02-01-77.00-000	BRIDLE CT
210	KH-00-056.02-01-76.00-000	COUNTRY CLUB DR

"Eddie VI Tax Parcel Number"

Lot Number	Tax Parcel Number	Property Address
PR. RD	KH-00-056.02-01-98.00-000	GUARD HOUSE LN

"Eddie VII Tax Parcel Numbers"

Lot Number	Tax Parcel Number	Property Address
OPEN SPACE	KH-00-056.02-01-96.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-01-97.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-03-17.00-000	PONDS EDGE WAY
OPEN SPACE, 15.6 A.	KH-00-056.02-03-18.00-000	NOBLE'S POND CROSSING

SCHEDULE "B"
IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

Tax Parcel No. _____

Prepared By and Return to:

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
FOR NOBLE'S POND

KNOW ALL MEN BY THESE PRESENTS that, for the period commencing on the date hereof and ending on the date which is twenty (20) years following the later of (1) the date of recordation of that certain Master Declaration of Easements, Covenants and Restrictions for Noble's Pond (Service Corporation), dated _____, 20__, and recorded on _____, 20__ in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "Recorder's Office") at Book _____, Page _____, as amended from time to time (as amended from time to time, the "Service Corporation Declaration"), and (2) the date of recordation of that certain Master Declaration of Easements, Covenants and Restrictions for Noble's Pond (Association), dated _____, 20__, and recorded on _____, 20__, in the Recorder's Office at Book _____, Page _____, as amended from time to time, (as amended from time to time, the "Common Facilities Master Declaration") (the Service Corporation Declaration and the Common Facilities Master Declaration are collectively referred to herein as the "Master Declarations"), I/We, _____, owner(s) of that certain lot, piece or parcel of land, together with the improvements thereon, situate in Kent County, State of Delaware, and known as Lot _____ (the "Lot") on that that certain _____ Plan for _____, prepared by _____, dated _____, last revised on _____, and recorded in the Recorder's Office at Book _____, Page _____, as amended from time to time (as amended from time to time, the "Plan"), hereby make(s), constitute(s), and appoint(s) _____ ("Declarant"), a Delaware limited liability company, its successors and assigns, acting by and through any officer or designated attorney-in-fact, to be my/our true and lawful attorney, and in my/our name, place and stead and in my/our behalf, and hereby grant Declarant, and its successors and assigns, the absolute right, power and authority, together with an irrevocable power of attorney, coupled with an interest, to do and execute all or any of the following acts, deeds and things, at any time and from time to time, subject to the limitations set forth in Section 6 hereof:

1. To amend, modify, change or supplement any one or more of the provisions of any one or more of the Master Declarations and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the

Service Corporation Documents, as Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion. By way of example and not of limitation, Declarant may amend, modify, change or supplement any one or more of the provisions of any one or more of the Master Declarations and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents, from time to time and at any time, if such amendment, modification, change or supplement is: (i) required by federal, state, county or local Laws; or (ii) required by any mortgagee of all or any portion of the Property; or (iii) required by any title insurance company issuing title insurance to Owners and/or mortgagees of same; or (iv) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Community; or (v) required by any one or more local, county, state or federal agency or body, including the State of Delaware, Kent County, Delaware, and The Delaware Department of Transportation, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over all or any portion of the Property or Community, including any Lot or Common Facilities, or any one or more of the Association or the Service Corporation; or (vi) required by any public or private utility company designated by Declarant; or (vii) required by any institutional lender or title insurance company designated by Declarant; or (viii) required to comply with the Federal Fair Housing Act; or (ix) required to comply with any and all applicable Laws; or (x) required to correct or clarify any clerical or typographical errors, ambiguities, title questions or defects, technical deficiencies or imperfections; or (xi) deemed necessary or desirable by Declarant in its sole subjective and absolute discretion; or (xii) required to waive or modify any requirement as to any portion of the Property necessary to avoid hardship resulting from unintentional noncompliance with any one or more of the Master Declarations; and

2. To amend, modify, change or supplement (i) the use of any Lot, including the requirement that any Lot be used for single family residential purposes and (ii) the mix or type of Lots making up or included in the Property or Community, including increasing, decreasing, eliminating or adding any and all Lot types, including any and all manner and type of residential, commercial or retail Lot types; and

3. To do, make, file, execute, acknowledge, deliver and record any and all manner and description of instruments, agreements, plans, applications, authorizations, documents, deeds, easements, restrictions, causes of action, appeals and amendments (collectively, the "Documents"), and any other undertakings, which Declarant may deem necessary, advisable or prudent, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion, with respect to, and/or in order to exercise, any one or more of the rights, privileges, easements, titles, authorizations, and acts created, imposed, granted, established, retained, reserved and/or conveyed by or to Declarant under any one or more of the Master Declarations and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents; or as otherwise expressly reserved by, or granted to, Declarant hereunder; and

4. To do, make, file, execute, acknowledge, deliver and record any one or more Documents, and any other undertakings, which Declarant may deem necessary.

advisable or prudent, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion, in order to subdivide or re-subdivide all or any portion of the Property and/or transfer, assign, sell, dedicate or otherwise convey all or any portion of the Property and/or any one or more of the rights, privileges, easements, titles, authorizations, and acts created, imposed, granted, established, retained, reserved and/or conveyed by or to Declarant under any one or more of the Master Declarations and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents; or as otherwise expressly reserved by, or granted to, Declarant hereunder, all without any consideration, payment or compensation whatsoever to the Association, the Service Corporation or any Member, Owner, Participating Builder, or other third party or Person; and

5. To do, make, file, execute, acknowledge, deliver and record any one or more Documents, and any other undertakings, which Declarant may deem necessary, advisable or prudent, for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion, in order to amend, modify, change or supplement any one or more of the Master Declarations and/or any one or more of the Property Documents, including, but not limited to, the Plan and the Association Documents and the Service Corporation Documents, as may be (i) required by federal, state, county or local Laws; or (ii) required by any mortgagee of all or any portion of the Property; or (iii) required by any title insurance company issuing title insurance to Owners and/or mortgagees of same; or (iv) required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Housing Authority, Federal National Mortgage Association, Federal Home Loan Mortgage Association, Federal Home Loan Mortgage Service Corporation, GNMA or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance with respect to all or any portion of the Property or Community; or (v) required by any one or more local, county, state or federal agency or body, including the State of Delaware, Kent County, Delaware, and The Delaware Department of Transportation, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over all or any portion of the Property or Community, including any Lot or Common Facilities, or any one or more of the Association or the Service Corporation; or (vi) required by any public or private utility company designated by Declarant; or (vii) required by any institutional lender or title insurance company designated by Declarant; or (viii) required to comply with the Federal Fair Housing Act; or (ix) required to comply with any and all applicable Laws; or (x) required to correct or clarify any clerical or typographical errors, ambiguities, title questions or defects, technical deficiencies or imperfections; or (xi) deemed necessary or desirable by Declarant in its sole subjective and absolute discretion; or (xii) required to waive or modify any requirement as to any portion of the Property necessary to avoid hardship resulting from unintentional noncompliance with any one or more of the Master Declarations.

6. Notwithstanding anything contained herein to the contrary, no permitted acts, deeds or things hereunder shall amend, modify or otherwise alter or change the existing property lines of any Lot not owned by Declarant or a Participating Builder without the prior written consent of the Owner of such Lot and all such acts, deed or things shall be undertaken and accomplished in accordance with all applicable Laws. Notwithstanding anything contained herein to the contrary, no Document which adversely affects the value of a Lot not owned by Declarant or a Participating Builder, or substantially increases the financial obligations of an Owner (other than Declarant or a Participating Builder), shall be made without the prior

written consent of the affected Owner(s) and all mortgagees of any mortgage encumbering the Lot(s) owned by the affected Owner(s).

Without in any way detracting from the hereinabove authorized powers, I/we specifically request and authorize that my/our hereinabove designated true and lawful attorney-in-fact to be authorized and directed to take any and all such action which it deems necessary for the purposes of, or in fulfillment of, any of the provisions contained herein, including, but not limited to, any such amendments, subdivisions or dedications; hereby giving unto my/our said attorney-in-fact full power to do and perform every act whatsoever requisite or convenient to be done in the premises as fully to all intents and purposes as I/we could do if personally present and acting.

Without in any way detracting from the hereinabove authorized powers, I/we specifically request and authorize that my/our hereinabove designated true and lawful attorney-in-fact be authorized and directed to take any and all such action which it deems necessary for the purposes provided above.

Hereby giving unto my/our said attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or convenient to be done for the purposes herein stated and in and about the Property, as fully to all intents and purposes as I/we might or could do if personally present and acting, with full power of substitution and revocation. hereby ratifying and confirming all that my/our attorney-in-fact or substitute shall lawfully do or cause to be done by virtue hereof.

And I/we hereby, for myself/ourselves, my/our heirs, executors, administrators, successors and assigns, confirm and agree to ratify and confirm whatsoever my/our said attorney-in-fact may lawfully do by virtue of these presents, it being understood that this instrument is intended to be and is an Irrevocable Power of Attorney Coupled With An Interest, and that this instrument shall bind all future owners of the Lot and shall run with and bind the Lot for a period of twenty (20) years following the later of (1) the date of recordation of the Service Corporation Declaration and (2) the date of the Common Facilities Master Declaration.

This Power of Attorney Coupled With An Interest is coupled with an interest and irrevocable and shall not be revoked or affected by my/our subsequent disability or incapacity, it being my/our intention that this Power of Attorney Coupled With An Interest be a durable Power of Attorney pursuant to 12 Del. C. Ch. 49, and is intended to be construed according to Delaware law.

If any of the covenants, conditions, easements, restrictions, or other provisions contained herein shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of John Fitzgerald Kennedy, the 35th President of the United States of America. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders. Any capitalized terms not otherwise expressly defined in this Irrevocable Power of Attorney Coupled With An Interest shall have the meanings and definitions provided in the Service Corporation Declaration.

IN TESTIMONY WHEREOF, I/We have hereunto set my/our hand(s) and seal(s) this ____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS _____ (SEAL)
Print Name: _____

WITNESS _____ (SEAL)
Print Name: _____

STATE OF DELAWARE)
) SS.
_____ COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 20____, personally came before me the Subscriber, a Notary Public for the State and County aforesaid _____ and _____, parties to this foregoing Irrevocable Power of Attorney Coupled With An Interest, known to me personally to be such, and acknowledged said Irrevocable Power of Attorney Coupled With An Interest to be his/her/their voluntary act and deed.

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

NOTARY PUBLIC

Print Name

Date Commission Expires

SCHEDULE "C"
SUBTENANTS

<u>Subtenant Name</u>	<u>Lot #</u>	<u>Tax Parcel #</u>
Mr. and Mrs. John Badaczewski	121	KH-00-056.02-02-19.00-001
Mr. and Mrs. David Bell	13	KH-00-056.02-01-13.00-001
Mr. and Mrs. Robert Bronzo	6	KH-00-056.02-01-06.00-001
Ms. Theodora Butler	112	KH-00-056.02-02-28.00-001
Mr. and Mrs. John Ceci	8	KH-00-056.02-01-08.00-001
Mr. and Mrs. David Clements	16	KH-00-056.02-01-16.00-001
Mr. and Mrs. Robert Colyer	116	KH-00-056.02-02-24.00-001
Ms. Barbara Cseke	120	KH-00-056.02-02-20.00-001
Mr. Anthony Durante & Ms. Susan Szabo	100	KH-00-056.02-02-30.00-001
Dr. Brenda Green	111	KH-00-056.02-02-29.00-001
Mr. and Mrs. John Hansen	2	KH-00-056.02-01-02.00-000
Mr. and Mrs. Calvin Hill	114	KH-00-056.02-02-26.00-001
Mr. and Mrs. Edmund Jobbins	145	KH-00-056.02-01-90.00-001
Mr. and Mrs. Franklin Kreisher	141	KH-00-056.02-01-94.00-001
Mr. and Mrs. William McElroy	119	KH-00-056.02-02-21.00-001
Mr. and Mrs. William Miller, Jr.	4	KH-00-056.02-01-04.00-001
Ms. Mary Beth Palermo	7	KH-00-056.02-01-07.00-001
Mr. and Mrs. William Pastewait	122	KH-00-056.02-02-18.00-001
Ms. Marion Pepino	11	KH-00-056.02-01-11.00-001
Mr. and Mrs. Felix Pereira	150	KH-00-056.02-01-82.00-001
Mr. and Mrs. David Peters	20	KH-00-056.02-01-20.00-001
Mr. and Mrs. Charles Schafer	140	KH-00-056.02-01-95.00-001
Mr. and Mrs. Arthur Schoeman	115	KH-00-056.02-02-25.00-001
Mr. and Mrs. Richard Schott	113	KH-00-056.02-02-27.00-001
Mr. and Mrs. Anthony Spinelli	99	KH-00-056.02-02-31.00-001
Mr. and Mrs. James Ullman	117	KH-00-056.02-02-23.00-001
Ms. Cally Waite	118	KH-00-056.02-02-22.00-001
Mr. John R. Boggi	18	KH-00-056.02-01-18.00-001
Mr. Joseph Bianchini	10	KH-00-056.02-01-10.00-001
Mr. and Mrs. William J. Spencer	12	KH-00-056.02-01-12.00-000

SCHEDULE "D"
CLUB BASE MEMBERSHIP RIGHTS

In accordance with Section 12.1(a) of this Declaration, in the event that the Club Base Membership Rights are not attached to the deed conveying a Lot to the initial purchaser of such Lot, then the Club Base Membership Rights applicable to any such Lot and the Owner thereof, shall be expressly limited to the right of such Owner to use the conservatory, creative center, and library located on the Club Property, subject to the Club Property Documents, and such Lot and the Owner thereof shall not be entitled to any other rights, uses or privileges of any kind or nature whatsoever associated with, or related in any manner to, all or any other portion of the Club Property, including, but not limited to, the gourmet kitchen, gathering point, restrooms, fitness center, billiards/game room, swimming pool and pool house, terrace, outdoor kitchen, veranda, bocce courts, tennis court, putting green, welcome center, design center, sales and lifestyle directors offices, and/or any other Improvements or facilities located on the second floor or any other portion of the Club Property.



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

Instrument Number: 2011-191456

Recorded On: June 28, 2011

As-Miscellaneous With Notation

Parties: EDDIE EVANS FARM PHASE I LLC

To EDDIE EVANS FARM PHASE I LLC

of Pages: 16

Comment:

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

Miscellaneous With Notation	181.00	Marginal Notation	7.00
# of Pages	15	# of Notes	1
	0		0
Total:	188.00		

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

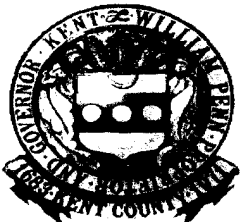
****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2011-191456
Receipt Number: 291684
Recorded Date/Time: June 28, 2011 03:52:08P
Book-Vol/Pg: BK-RE VL-5851 PG-260
User / Station: D Moore - Cashier 3

YOUNG, CONAWAY, STARGATT & TAYLOR
1000 WEST STREET
P.O. BOX 391
WILMINGTON DE 19899-0391



Betty Lou McKenna

Accepted for Filing in:
Kent County
Doc# 191456
On: Jun 28, 2011 at 03:52P

10/11
188

Tax Parcel Numbers: See Schedule A attached hereto

Prepared by and Return to:
John C. Kuffel, Esquire
Young Conaway Stargatt & Taylor, LLP
P. O. Box 391
Wilmington, DE 19899-0391

**FIRST AMENDMENT TO
MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
THE VILLAGES OF NOBLE'S POND
(ASSOCIATION)**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Amendment**") is made effective the 20th day of June, 2011 (the "**Effective Date**"), by Eddie Evans Farm Phase I, LLC ("**Eddie I**"), Eddie Evans Farm Phase VI, LLC ("**Eddie VI**"), and Eddie Evans Farm Phase VII, LLC ("**Eddie VII**"), each a Delaware limited liability company (Eddie I, Eddie VI, and Eddie VII are sometimes referred to collectively as [**Declarant**]).

Recitals

WHEREAS, Declarant executed and recorded that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Association), dated effective April 26, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware at Volume 5787, Page 98 (the "**Original Declaration**") (Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Original Declaration); and

WHEREAS, in accordance with Section 11.7 of the Original Declaration, Declarant reserved the absolute right (but not the obligation), for a period of twenty (20) years following the date of recordation of the Original Declaration, without the consent of any Person, including the Service Corporation or the Association or any Member, Owner, Participating Builder, mortgagee, or any other third-party or Person, at any time and from time to time, to amend, modify, change or supplement any one or more of the provisions of the Original Declaration as Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion; and

WHEREAS, in accordance with Section 11.8(f) of the Original Declaration, this Amendment (1) does not amend, modify or otherwise alter or change the existing property lines of any Lot not owned by Declarant or a Participating Builder, (2) has been undertaken and accomplished in accordance with all applicable Laws, (3) does not adversely affect the value of a Lot not owned by Declarant or a Participating Builder, and (4) does not substantially increase the financial obligations of an Owner (other than Declarant or a Participating Builder); and

WHEREAS, Declarant desires to, and does hereby, amend the Original Declaration in accordance with the terms, covenants and conditions contained herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, in consideration of the foregoing Recitals which are incorporated by reference herein, and for and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Original Declaration, is hereby amended and modified in accordance with the provisions contained in this Amendment.

I. Amendments.

1. Section 5.1. The first sentence of Section 5.1 of the Original Declaration is deleted in its entirety and the following new sentence is inserted in place thereof:

“There are hereby created assessments for (a) Common Expenses as may be from time to time specifically authorized by the Board to be commenced at the time and in the manner set forth in this Article 5 and (b) any and all unpaid Facilities Services Fees or Utilities Services Fees (as defined in that that certain Utility Easement Agreement dated April 15, 2011, and recorded with the Recorder’s Office at Volume 5779, Page 308, as amended from time to time [as amended, the “**Utility Easement Agreement**”]) due a Provider in accordance with any Service Agreement or the Utility Easement Agreement.”

2. Section 5.2(a). Section 5.2(a) of the Original Declaration is deleted in its entirety and the following new Section 5.2(a) is inserted in place thereof:

“(a) The assessments levied by the Association shall be used exclusively to (i) promote the recreation, health, safety, and welfare of the residents in the Property and Community; (ii) for the improvement, maintenance, repair, and replacement of the Common Facilities; (iii) for the payment of real estate taxes, assessments and utility services for the Common Facilities; (iv) for management fees, administration expenses, insurance and all other costs and expenses incurred by the Association in the proper conduct of its activities, including reserves for replacements or contingencies and charges accruing under any cross-easement or other agreement (including any such agreement for the maintenance of any Common Facilities), (v) pay all fees and costs under or associated with the Club Charges as assessed under this Declaration and/or the Club Property Documents, and (vi) pay all unpaid Facilities Services Fees or Utilities Services Fees due a Provider by an Owner. The assessments (with the exception of, and expressly excluding, the Club Charges and any unpaid Facilities Services Fees or Utilities Services Fees) may also be used for the maintenance, repair and replacement of any property or facilities serving or appurtenant to the Property or Community which the Association is obligated or elects to maintain whether or not such property or facilities are owned by the Association or are located within

the Property or Community (including any property or facilities which the Association is authorized to maintain pursuant to this Declaration) or obligated to maintain pursuant to the Club Property Documents.”

3. Section 5.14. The following new Section 5.14 is inserted immediately after Section 5.13 of the Original Declaration:

“Section 5.14. Association Payment of Facilities Services Fees or Utilities Services Fees. The Association hereby unconditionally and irrevocably guarantees to each Provider (a) the due and punctual payment in full (and not merely the collectability) of any and all Facilities Services Fees or Utilities Services Fees, together with any late charges or penalties associated therewith, and (b) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with any Service Agreement or the Utility Easement Agreement (collectively, the **“Guaranteed Obligations”**). The Association shall pay any such Guaranteed Obligations directly to a Provider within thirty (30) calendar days of receipt by the Association of written notice from such Provider that an Owner (for purposes of this Section 5.14, the **“Defaulting Owner”**) has defaulted in the payment of any such Guaranteed Obligations. Following such a default, the liability of the Association hereunder shall be direct and immediate and not conditioned or contingent upon pursuit by such Provider of any remedies such Provider may have against such Defaulting Owner, or such Defaulting Owner’s heirs, executors, administrators, personal representatives, successors or assigns or at law or in equity. Without limiting the generality of the foregoing, such Provider shall not be required to pursue or exhaust its remedies against such Defaulting Owner or any other entity or person whomsoever, before, simultaneously with or after enforcing its rights and remedies hereunder against the Association. The Association may also levy a special assessment against such Defaulting Owner to reimburse the Association for any Guaranteed Obligations paid by the Association on behalf of such Defaulting Owner and any costs or expenses incurred by the Association in connection therewith; provided, that such special assessment may only be levied upon the affirmative vote of a majority of the Board, after notice and an opportunity for a hearing has been provided to such Defaulting Owner.”

4. Section 11.29. Section 11.29 of the Original Declaration titled “Party Walls” is deleted in its entirety and the following new Section 11.29 is inserted in place thereof:

“Section 11.29. Party Wall/Shared Improvements. To the extent not inconsistent with the provision of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply to each party or shared wall, party or shared fence, party or shared roof, party or shared

driveway, party or shared deck, party or shared exterior or other structure or improvement which is built as part of the original construction of the dwellings upon the applicable Lots and any replacement thereof.

(a) Encroachments. In the event that any portion of any dwelling, structure or other improvement originally constructed by Declarant on any Lot, including any party or shared wall, party or shared fence, party or shared roof, party or shared deck, party or shared driveway, party or shared exterior or other structure or improvement which is built as part of the original construction of one or more dwellings upon any one or more Lots and any replacement thereof (collectively, the "**Party Wall/Shared Improvements**"), shall protrude or project over all or any portion of the Property, including any adjoining Lot, then such protrusion or projection (collectively, the "**Projections**") shall not be deemed to be an encroachment upon such portion of the Property, including any adjoining Lot, and no Owner shall maintain any action for removal of any such Projections nor any action for damages. In the event there is a Projection as described aforesaid, it shall be deemed that the Owners and, where applicable, the Association have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the Projections. The foregoing shall also apply to replacements of any such Projections if same are constructed in conformance with the original Projection constructed by Declarant.

(b) Easements. There shall be a perpetual and non-exclusive easement in, through and over any Party Wall/Shared Improvements used by two or more Lots and which is built as part of the original construction of the dwellings upon the applicable Lots and any replacement thereof, reserved to the Owners of the Lots upon which such Party Wall/Shared Improvements have been built or installed or which such Party Wall/Shared Improvements have reasonably been designed to serve and no person shall in any way interfere with the free and unobstructed use thereof by said Owners.

(c) Sharing of Repair and Maintenance. The cost of the reasonable repair and maintenance of a Party Wall/Shared Improvement shall be shared equally by the Owners who make use of the Party Wall/Shared Improvement in proportion to such use. For the avoidance of doubt, and without limiting the provisions contained in this Section, the exterior siding, windows and doors of any multi-family dwelling built by Declarant on the Lots shall be deemed to be a part of, and included in, the definition of Party Wall/Shared Improvements and the cost of the reasonable repair and maintenance of such exterior siding, windows and doors of any such multi-family dwelling shall be shared equally by the Owners of the Lots upon which such multi-family dwelling is built.

(d) Destruction by Fire or Other Casualty. If a Party Wall/Shared Improvement is destroyed or damaged by fire or other casualty, any Owner who has used the Party Wall/Shared Improvement may restore it, and if the other Owners thereafter make use of the Party Wall/Shared Improvement, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

(e) Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by such Owner's negligent or willful act causes a Party Wall/Shared Improvement to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements. Each Owner by its purchase of a Lot agrees that Declarant and its affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and agents shall not be liable to Owner or any other person claiming any loss or damage, including indirect, special or consequential loss or damage, arising out of such Owner's negligent or willful acts or any exposure of any Party Wall/Shared Improvement to the elements as aforesaid, including, but not limited to, any water damage or leaks. Each Owner hereby agrees to indemnify and hold harmless Declarant and its affiliates, successors and assigns or their respective members (in the case of limited liability company only), partners, shareholders, officers, directors, employees and against any and all claims arising out of such Owner's negligent or willful acts or any exposure of any Party Wall/Shared Improvement to the elements as aforesaid.

(f) Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors and assigns in title."

II. Miscellaneous.

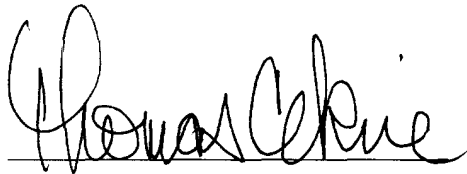
1. Ambiguity. In the event any provision of the Original Declaration is inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

2. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimiles and/or scanned documents, including all signatures, shall be deemed originals for all purposes.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

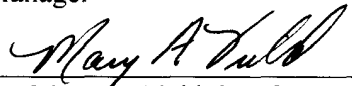
IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hereunto duly authorized the day and year first above written.

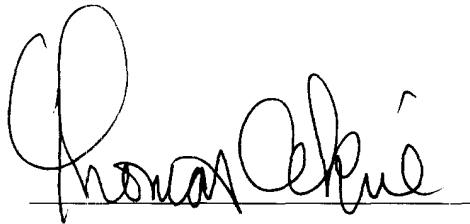
**SEALED AND DELIVERED
IN THE PRESENCE OF**



Eddie Evans Farm Phase I, LLC

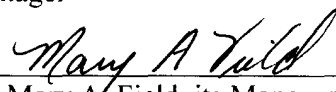
By: Delaware Community Management, LLC,
its Manager

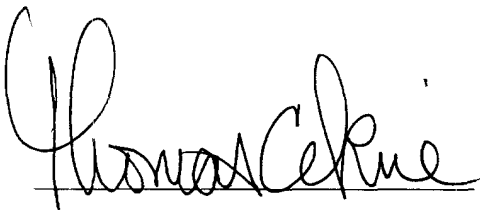
By:  (SEAL)
Mary A. Field, its Manager



Eddie Evans Farm Phase VI, LLC

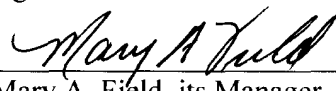
By: Delaware Community Management, LLC,
its Manager

By:  (SEAL)
Mary A. Field, its Manager



Eddie Evans Farm Phase VII, LLC

By: Delaware Community Management, LLC,
its Manager

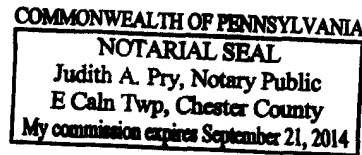
By:  (SEAL)
Mary A. Field, its Manager

STATE OF ~~DELAWARE~~ PA)
) SS.
COUNTY OF CHESTER)

BE IT REMEMBERED, that on this 20th day of June, 2011, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Mary A. Field, manger of Delaware Management, LLC, being the manager of each of **Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC, and Eddie Evans Farm Phase VII, LLC**, each a Delaware limited liability company, and each a party to this Agreement, known to me personally to be such and acknowledged this Agreement to be his/her/it act and deed and the act and deed of each such company.

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

Judith A. Pry
Notary Public
JUDITH A. PRY
Print Name
My Commission Expires: 09-21-2014



SCHEDULE "A"
Tax Parcel Numbers

"Eddie I Tax Parcel Numbers"

PHASE 1A

Lot Number	Tax Parcel Number	Property Address
1	KH-00-056.02-01-01.00-000	SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-000	61 SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-001	31 SILVER MEADOWS LN
3	KH-00-056.02-01-03.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-001	57 SILVER MEADOWS LN
5	KH-00-056.02-01-05.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-001	87 SILVER MEADOWS LN
		642 NOBLE'S POND CROSSING DR
7	KH-00-056.02-01-07.00-000	
		642 NOBLE'S POND CROSSING RD
7	KH-00-056.02-01-07.00-001	
8	KH-00-056.02-01-08.00-000	NOBLE'S POND CROSSING LN
		628 NOBLE'S POND CROSSING LN
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9	KH-00-056.02-01-09.00-000	NOBLE'S POND CROSSING LN
		602 NOBLE'S POND CROSSING RD
10	KH-00-056.02-01-10.00-000	
		602 NOBLE'S POND CROSSING 590 NOBLE'S POND CROSSING RD
10	KH-00-056.02-01-10.00-001	
11	KH-00-056.02-01-11.00-000	
		590 NOBLE'S POND CROSSING
11	KH-00-056.02-01-11.00-001	
12	KH-00-056.02-01-12.00-000	NOBLE'S POND CROSSING LN
13	KH-00-056.02-01-13.00-000	WATERS EDGE DR
13	KH-00-056.02-01-13.00-001	21 WATERS EDGE DR

Lot Number	Tax Parcel Number	Property Address
14	KH-00-056.02-01-14.00-000	WATERS EDGE DR
15	KH-00-056.02-01-15.00-000	WATERS EDGE DR
16	KH-00-056.02-01-16.00-000	61 WATERS EDGE DR
16	KH-00-056.02-01-16.00-001	61 WATERS EDGE DR
17	KH-00-056.02-01-17.00-000	WATERS EDGE DR
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20	KH-00-056.02-01-20.00-000	WATERS EDGE DR
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21	KH-00-056.02-01-21.00-000	WATERS EDGE DR
22	KH-00-056.02-01-22.00-000	WATERS EDGE DR
23	KH-00-056.02-01-23.00-000	NOBLE'S POND CROSSING DR
24	KH-00-056.02-01-24.00-000	NOBLE'S POND CROSSING DR
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32	KH-00-056.02-01-32.00-000	NOBLE'S POND CROSSING DR
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45	KH-00-056.02-01-61.00-000	NOBLE'S POND CROSSING DR
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47	KH-00-056.02-03-15.00-000	PONDS EDGE WAY
48	KH-00-056.02-03-14.00-000	PONDS EDGE WAY
49	KH-00-056.02-03-13.00-000	PONDS EDGE WAY
50	KH-00-056.02-03-12.00-000	PONDS EDGE WAY

Lot Number	Tax Parcel Number	Property Address
51	KH-00-056.02-03-11.00-000	PONDS EDGE WAY
52	KH-00-056.02-03-10.00-000	PONDS EDGE WAY
53	KH-00-056.02-03-09.00-000	CASSELBERRY LN
54	KH-00-056.02-03-08.00-000	CASSELBERRY LN
55	KH-00-056.02-03-07.00-000	CASSELBERRY LN
56	KH-00-056.02-03-06.00-000	CASSELBERRY LN
57	KH-00-056.02-03-05.00-000	CASSELBERRY LN
58	KH-00-056.02-03-04.00-000	CASSELBERRY LN
59	KH-00-056.02-03-03.00-000	CASSELBERRY LN
60	KH-00-056.02-03-02.00-000	CASSELBERRY LN
61	KH-00-056.02-03-01.00-000	CASSELBERRY LN
62	KH-00-056.02-02-87.00-000	CASSELBERRY LN
63	KH-00-056.02-02-86.00-000	CASSELBERRY LN
64	KH-00-056.02-02-85.00-000	CASSELBERRY LN
65	KH-00-056.02-02-84.00-000	CASSELBERRY LN
66	KH-00-056.02-02-83.00-000	CASSELBERRY LN
67	KH-00-056.02-02-82.00-000	CASSELBERRY LN
68	KH-00-056.02-02-81.00-000	CASSELBERRY LN
69	KH-00-056.02-02-80.00-000	CASSELBERRY LN
70	KH-00-056.02-02-79.00-000	CASSELBERRY LN
71	KH-00-056.02-02-94.00-000	CASSELBERRY LN
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78	KH-00-056.02-02-89.00-000	CASSELBERRY LN
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82	KH-00-056.02-02-93.00-000	CASSELBERRY LN
83	KH-00-056.02-02-78.00-000	CASSELBERRY LN
84	KH-00-056.02-02-46.00-000	FAIRMONT LN
85	KH-00-056.02-02-45.00-000	FAIRMONT LN
86	KH-00-056.02-02-44.00-000	FAIRMONT LN
87	KH-00-056.02-02-43.00-000	FAIRMONT LN
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92	KH-00-056.02-02-38.00-000	FAIRMONT LN
93	KH-00-056.02-02-37.00-000	FAIRMONT LN
94	KH-00-056.02-02-36.00-000	FAIRMONT LN
95	KH-00-056.02-02-35.00-000	FAIRMONT LN

Lot Number	Tax Parcel Number	Property Address
96	KH-00-056.02-02-34.00-000	FAIRMONT LN
97	KH-00-056.02-02-33.00-000	FAIRMONT LN
98	KH-00-056.02-02-32.00-000	FAIRMONT LN
99	KH-00-056.02-02-31.00-000	30 FAIRMONT LN
99	KH-00-056.02-02-31.00-001	30 FAIRMONT LN
100	KH-00-056.02-02-30.00-000	98 NOBLE'S POND CROSSING RD
100	KH-00-056.02-02-30.00-001	98 NOBLE'S POND CROSSING
101	KH-00-056.02-02-47.00-000	FAIRMONT LN
102	KH-00-056.02-02-48.00-000	FAIRMONT LN
103	KH-00-056.02-02-49.00-000	FAIRMONT LN
104	KH-00-056.02-02-50.00-000	FAIRMONT LN
105	KH-00-056.02-02-51.00-000	FAIRMONT LN
106	KH-00-056.02-02-52.00-000	FAIRMONT LN
107	KH-00-056.02-02-53.00-000	FAIRMONT LN
108	KH-00-056.02-02-54.00-000	FAIRMONT LN
109	KH-00-056.02-02-55.00-000	FAIRMONT LN
110	KH-00-056.02-02-56.00-000	FAIRMONT LN
111	KH-00-056.02-02-29.00-000	82 NOBLE'S POND CROSSING DR
111	KH-00-056.02-02-29.00-001	82 NOBLE'S POND CROSSING
112	KH-00-056.02-02-28.00-000	WINDING CARRIAGE LN
112	KH-00-056.02-02-28.00-001	226 WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-000	WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-001	216 WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-000	WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-001	206 WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-000	WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-001	198 WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-000	WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-001	192 WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
117	KH-00-056.02-02-23.00-000	WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-001	182 WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-000	WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-001	170 WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-000	WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-001	160 WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-000	WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-001	154 WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-000	WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-001	146 WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-000	WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-001	136 WINDING CARRIAGE LN
123	KH-00-056.02-02-17.00-000	WINDING CARRIAGE LN
124	KH-00-056.02-02-16.00-000	WINDING CARRIAGE LN
125	KH-00-056.02-02-15.00-000	WINDING CARRIAGE LN
126	KH-00-056.02-02-14.00-000	WINDING CARRIAGE LN
127	KH-00-056.02-02-13.00-000	WINDING CARRIAGE LN
128	KH-00-056.02-02-12.00-000	WINDING CARRIAGE LN
129	KH-00-056.02-02-11.00-000	WINDING CARRIAGE LN
130	KH-00-056.02-02-10.00-000	WINDING CARRIAGE LN
131	KH-00-056.02-02-09.00-000	NOBLE'S POND CROSSING LN
132	KH-00-056.02-02-08.00-000	NOBLE'S POND CROSSING LN
133	KH-00-056.02-02-07.00-000	NOBLE'S POND CROSSING LN
134	KH-00-056.02-02-05.00-000	WINDING CARRIAGE LN
135	KH-00-056.02-02-04.00-000	WINDING CARRIAGE LN
136	KH-00-056.02-02-06.00-000	GUARD HOUSE LN
137	KH-00-056.02-02-01.00-000	WINDING CARRIAGE LN
138	KH-00-056.02-02-02.00-000	WINDING CARRIAGE LN
139	KH-00-056.02-02-03.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-001	80 WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-000	WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
141	KH-00-056.02-01-94.00-001	66 WINDING CARRIAGE LN
142	KH-00-056.02-01-93.00-000	KATY CT
142	KH-00-056.02-01-93.00-001	KATY CT
143	KH-00-056.02-01-92.00-000	KATY CT
144	KH-00-056.02-01-91.00-000	KATY CT
145	KH-00-056.02-01-90.00-000	46 WINDING CARRIAGE LN
145	KH-00-056.02-01-90.00-001	46 WINDING CARRIAGE LN
146	KH-00-056.02-01-89.00-000	WINDING CARRIAGE LN
147	KH-00-056.02-01-88.00-000	WINDING CARRIAGE LN
148	KH-00-056.02-01-84.00-000	NOBLE'S POND CROSSING LN
149	KH-00-056.02-01-83.00-000	NOBLE'S POND CROSSING LN
150	KH-00-056.02-01-82.00-000	NOBLE'S POND CROSSING CT
150	KH-00-056.02-01-82.00-001	80 SILVER MEADOWS LN
151	KH-00-056.02-01-85.00-000	SILVER MEADOWS LN
152	KH-00-056.02-01-86.00-000	SILVER MEADOWS LN
153	KH-00-056.02-01-87.00-000	SILVER MEADOWS LN
154	KH-00-056.02-01-81.00-000	KENDRA CT
155	KH-00-056.02-01-80.00-000	KENDRA CT
156	KH-00-056.02-01-74.00-000	KENDRA CT
157	KH-00-056.02-01-73.00-000	KENDRA CT
158	KH-00-056.02-01-72.00-000	STEEPLECHASE DR
159	KH-00-056.02-01-71.00-000	STEEPLECHASE DR
160	KH-00-056.02-01-70.00-000	STEEPLECHASE DR
161	KH-00-056.02-01-69.00-000	STEEPLECHASE DR
162	KH-00-056.02-01-68.00-000	STEEPLECHASE DR
163	KH-00-056.02-01-67.00-000	STEEPLECHASE DR
164	KH-00-056.02-01-66.00-000	STEEPLECHASE DR
165	KH-00-056.02-01-65.00-000	STEEPLECHASE DR
166	KH-00-056.02-01-64.00-000	STEEPLECHASE DR
167	KH-00-056.02-01-63.00-000	STEEPLECHASE DR
168	KH-00-056.02-01-62.00-000	STEEPLECHASE DR
169	KH-00-056.02-01-48.00-000	BROWN DERBY DR
170	KH-00-056.02-01-47.00-000	BROWN DERBY DR
171	KH-00-056.02-01-46.00-000	BROWN DERBY DR
172	KH-00-056.02-01-45.00-000	BROWN DERBY DR
173	KH-00-056.02-01-44.00-000	BROWN DERBY DR
174	KH-00-056.02-01-43.00-000	BROWN DERBY DR
175	KH-00-056.02-01-42.00-000	BROWN DERBY DR

Lot Number	Tax Parcel Number	Property Address
176	KH-00-056.02-01-41.00-000	BROWN DERBY DR
177	KH-00-056.02-01-40.00-000	BROWN DERBY DR
178	KH-00-056.02-01-39.00-000	BROWN DERBY DR
179	KH-00-056.02-01-38.00-000	NOBLE'S POND CROSSING DR
180	KH-00-056.02-01-37.00-000	NOBLE'S POND CROSSING DR
181	KH-00-056.02-01-36.00-000	NOBLE'S POND CROSSING DR
182	KH-00-056.02-01-35.00-000	NOBLE'S POND CROSSING DR
183	KH-00-056.02-01-34.00-000	NOBLE'S POND CROSSING DR
184	KH-00-056.02-01-33.00-000	NOBLE'S POND CROSSING DR
185	KH-00-056.02-02-67.00-000	COUNTRY CLUB DR
186	KH-00-056.02-02-66.00-000	COUNTRY CLUB DR
187	KH-00-056.02-02-65.00-000	COUNTRY CLUB DR
188	KH-00-056.02-02-64.00-000	COUNTRY CLUB DR
189	KH-00-056.02-02-63.00-000	COUNTRY CLUB DR
190	KH-00-056.02-02-62.00-000	COUNTRY CLUB DR
191	KH-00-056.02-02-61.00-000	COUNTRY CLUB DR
192	KH-00-056.02-02-60.00-000	COUNTRY CLUB DR
193	KH-00-056.02-02-59.00-000	COUNTRY CLUB DR
194	KH-00-056.02-02-58.00-000	COUNTRY CLUB DR
195	KH-00-056.02-02-57.00-000	COUNTRY CLUB DR
196	KH-00-056.02-02-77.00-000	NOBLE'S POND CROSSING DR
197	KH-00-056.02-02-76.00-000	NOBLE'S POND CROSSING DR
198	KH-00-056.02-02-75.00-000	NOBLE'S POND CROSSING DR
199	KH-00-056.02-02-74.00-000	NOBLE'S POND CROSSING DR
200	KH-00-056.02-02-73.00-000	NOBLE'S POND CROSSING DR
201	KH-00-056.02-02-72.00-000	NOBLE'S POND CROSSING DR
202	KH-00-056.02-02-71.00-000	NOBLE'S POND CROSSING DR
203	KH-00-056.02-02-70.00-000	NOBLE'S POND CROSSING DR
204	KH-00-056.02-02-69.00-000	NOBLE'S POND CROSSING DR
205	KH-00-056.02-02-68.00-000	NOBLE'S POND CROSSING DR
206	KH-00-056.02-01-78.00-000	BRIDLE CT
207	KH-00-056.02-01-79.00-000	BRIDLE CT
208	KH-00-056.02-01-75.00-000	BRIDLE CT
209	KH-00-056.02-01-77.00-000	BRIDLE CT
210	KH-00-056.02-01-76.00-000	COUNTRY CLUB DR

"Eddie VI Tax Parcel Number"

Lot Number	Tax Parcel Number	Property Address
PR. RD	KH-00-056.02-01-98.00-000	GUARD HOUSE LN

"Eddie VII Tax Parcel Numbers"

Lot Number	Tax Parcel Number	Property Address
-------------------	--------------------------	-------------------------

Lot Number	Tax Parcel Number	Property Address
OPEN SPACE	KH-00-056.02-01-96.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-01-97.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-03-17.00-000	PONDS EDGE WAY
OPEN SPACE, 15.6 A.	KH-00-056.02-03-18.00-000	NOBLE'S POND CROSSING



70 2011 00193073

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

Instrument Number: 2011-193073

Recorded On: July 27, 2011

As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

of Pages: 12

Comment:

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

Miscellaneous With Notation	141.00	Marginal Notation	7.00
# of Pages	11	# of Notes	1
	0		0
Total:	148.00		

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

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

File Information:

Record and Return To:

Document Number: 2011-193073
Receipt Number: 293039
Recorded Date/Time: July 27, 2011 03:35:41P
Book-Vol/Pg: BK-RE VL-5886 PG-249
User / Station: D Moore - Cashier 4

HUDSON JONES JAYWORK AND FISHER
225 SOUTH STATE STREET
DOVER DE 19901



Betty Lou McKenna

Accepted for Filing in:
Kent County
Doc# 193073

11
1 note
\$ 148.-

Tax Parcel Numbers: See Schedule A attached hereto 03:35P

Prepared by and Return to:
John C. Kuffel, Esquire
Young Conaway Stargatt & Taylor, LLP
P. O. Box 391
Wilmington, DE 19899-0391

**SECOND AMENDMENT TO
MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
THE VILLAGES OF NOBLE'S POND
(ASSOCIATION)**

THIS SECOND AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "Amendment") is made effective the 27th day of July, 2011 (the "Effective Date"), by Eddie Evans Farm Phase I, LLC ("Eddie I"), Eddie Evans Farm Phase VI, LLC ("Eddie VI"), and Eddie Evans Farm Phase VII, LLC ("Eddie VII"), each a Delaware limited liability company (Eddie I, Eddie VI, and Eddie VII are sometimes referred to collectively as ["Declarant"]).

Recitals

188325-11

WHEREAS, Declarant executed and recorded that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Association), dated effective April 26, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "Recorder's Office") at Volume 5787, Page 98, as amended by that certain First Amendment dated June 20, 2011, and recorded in the Recorder's Office at Volume 5851, Page 260 (collectively, and as amended, the "Original Declaration") (Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Original Declaration); and

WHEREAS, in accordance with Section 11.7 of the Original Declaration, Declarant reserved the absolute right (but not the obligation), for a period of twenty (20) years following the date of recordation of the Original Declaration, without the consent of any Person, including the Service Corporation or the Association or any Member, Owner, Participating Builder, mortgagee, or any other third-party or Person, at any time and from time to time, to amend, modify, change or supplement any one or more of the provisions of the Original Declaration as Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion; and

WHEREAS, in accordance with Section 11.8(f) of the Original Declaration, this Amendment (1) does not amend, modify or otherwise alter or change the existing property lines of any Lot not owned by Declarant or a Participating Builder, (2) has been undertaken and accomplished in accordance with all applicable Laws, (3) does not adversely affect the value of a Lot not owned by Declarant or a Participating Builder, and (4) does not substantially increase the financial obligations of an Owner (other than Declarant or a Participating Builder); and

WHEREAS, Declarant desires to, and does hereby, amend the Original Declaration in accordance with the terms, covenants and conditions contained herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, in consideration of the foregoing Recitals which are incorporated by reference herein, and for and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Original Declaration, is hereby amended and modified in accordance with the provisions contained in this Amendment.

I. Amendment - Sections 12.8 (a) and (b). Sections 12.8(a) and (b) are hereby amended by deleting the phrase “until the expiration or earlier termination of the Master Lease” contained at the end of Sections 12.8(a) and (b).

II. Miscellaneous.

1. Ambiguity. In the event any provision of the Original Declaration is inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

2. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimiles and/or scanned documents, including all signatures, shall be deemed originals for all purposes.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

End of Text – One (1) Execution Page Follows

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hereunto duly authorized the day and year first above written.

**SEALED AND DELIVERED
IN THE PRESENCE OF**

Judith A. Pry

Eddie Evans Farm Phase I, LLC

By: Delaware Community Management, LLC,
its Manager

By: *Mary A. Field, Manager* (SEAL)
Mary A. Field, its Manager

Judith A. Pry

Eddie Evans Farm Phase VI, LLC

By: Delaware Community Management, LLC,
its Manager

By: *Mary A. Field, Manager* (SEAL)
Mary A. Field, its Manager

Judith A. Pry

Eddie Evans Farm Phase VII, LLC

By: Delaware Community Management, LLC,
its Manager

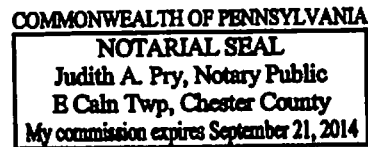
By: *Mary A. Field, Manager* (SEAL)
Mary A. Field, its Manager

STATE OF DELAWARE)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, that on this 27th day of July, 2011, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Mary A. Field, manger of Delaware Management, LLC, being the manager of each of **Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC, and Eddie Evans Farm Phase VII, LLC**, each a Delaware limited liability company, and each a party to this Agreement, known to me personally to be such and acknowledged this Agreement to be his/her/it act and deed and the act and deed of each such company.

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

Judith A. Pry
Notary Public
JUDITH A. PRY
Print Name
My Commission Expires: 09-21-2014



SCHEDULE "A"
Tax Parcel Numbers

"Eddie I Tax Parcel Numbers"

PHASE 1A

Lot Number	Tax Parcel Number	Property Address
1	KH-00-056.02-01-01.00-000	SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-000	61 SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-001	31 SILVER MEADOWS LN
3	KH-00-056.02-01-03.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-001	57 SILVER MEADOWS LN
5	KH-00-056.02-01-05.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-001	87 SILVER MEADOWS LN
7	KH-00-056.02-01-07.00-000	642 NOBLE'S POND CROSSING DR
7	KH-00-056.02-01-07.00-001	642 NOBLE'S POND CROSSING RD
8	KH-00-056.02-01-08.00-000	NOBLE'S POND CROSSING LN
8	KH-00-056.02-01-08.00-001	628 NOBLE'S POND CROSSING LN
9	KH-00-056.02-01-09.00-000	NOBLE'S POND CROSSING LN
10	KH-00-056.02-01-10.00-000	602 NOBLE'S POND CROSSING RD
10	KH-00-056.02-01-10.00-001	602 NOBLE'S POND CROSSING 590 NOBLE'S POND CROSSING
11	KH-00-056.02-01-11.00-000	RD
11	KH-00-056.02-01-11.00-001	590 NOBLE'S POND CROSSING
12	KH-00-056.02-01-12.00-000	NOBLE'S POND CROSSING LN
13	KH-00-056.02-01-13.00-000	WATERS EDGE DR
13	KH-00-056.02-01-13.00-001	21 WATERS EDGE DR
14	KH-00-056.02-01-14.00-000	WATERS EDGE DR

Lot Number	Tax Parcel Number	Property Address
15	KH-00-056.02-01-15.00-000	WATERS EDGE DR
16	KH-00-056.02-01-16.00-000	61 WATERS EDGE DR
16	KH-00-056.02-01-16.00-001	61 WATERS EDGE DR
17	KH-00-056.02-01-17.00-000	WATERS EDGE DR
18	KH-00-056.02-01-18.00-000	89 WATERS EDGE DR
18	KH-00-056.02-01-18.00-001	89 WATERS EDGE DR
19	KH-00-056.02-01-19.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-001	115 WATERS EDGE DR
21	KH-00-056.02-01-21.00-000	WATERS EDGE DR
22	KH-00-056.02-01-22.00-000	WATERS EDGE DR
23	KH-00-056.02-01-23.00-000	NOBLE'S POND CROSSING DR
24	KH-00-056.02-01-24.00-000	NOBLE'S POND CROSSING DR
25	KH-00-056.02-01-25.00-000	NOBLE'S POND CROSSING DR
26	KH-00-056.02-01-26.00-000	NOBLE'S POND CROSSING DR
27	KH-00-056.02-01-27.00-000	NOBLE'S POND CROSSING DR
28	KH-00-056.02-01-28.00-000	NOBLE'S POND CROSSING DR
29	KH-00-056.02-01-29.00-000	NOBLE'S POND CROSSING DR
30	KH-00-056.02-01-30.00-000	NOBLE'S POND CROSSING DR
31	KH-00-056.02-01-31.00-000	NOBLE'S POND CROSSING DR
32	KH-00-056.02-01-32.00-000	NOBLE'S POND CROSSING DR
33	KH-00-056.02-01-49.00-000	WATERS EDGE DR
34	KH-00-056.02-01-50.00-000	WATERS EDGE DR
35	KH-00-056.02-01-51.00-000	WATERS EDGE DR
36	KH-00-056.02-01-52.00-000	WATERS EDGE DR
37	KH-00-056.02-01-53.00-000	WATERS EDGE DR
38	KH-00-056.02-01-54.00-000	WATERS EDGE DR
39	KH-00-056.02-01-55.00-000	WATERS EDGE DR
40	KH-00-056.02-01-56.00-000	NOBLE'S POND CROSSING DR
41	KH-00-056.02-01-57.00-000	NOBLE'S POND CROSSING DR
42	KH-00-056.02-01-58.00-000	NOBLE'S POND CROSSING DR
43	KH-00-056.02-01-59.00-000	NOBLE'S POND CROSSING DR
44	KH-00-056.02-01-60.00-000	NOBLE'S POND CROSSING DR
45	KH-00-056.02-01-61.00-000	NOBLE'S POND CROSSING DR
46	KH-00-056.02-03-16.00-000	PONDS EDGE WAY
47	KH-00-056.02-03-15.00-000	PONDS EDGE WAY
48	KH-00-056.02-03-14.00-000	PONDS EDGE WAY
49	KH-00-056.02-03-13.00-000	PONDS EDGE WAY
50	KH-00-056.02-03-12.00-000	PONDS EDGE WAY
51	KH-00-056.02-03-11.00-000	PONDS EDGE WAY
52	KH-00-056.02-03-10.00-000	PONDS EDGE WAY

Lot Number	Tax Parcel Number	Property Address
53	KH-00-056.02-03-09.00-000	CASSELBERRY LN
54	KH-00-056.02-03-08.00-000	CASSELBERRY LN
55	KH-00-056.02-03-07.00-000	CASSELBERRY LN
56	KH-00-056.02-03-06.00-000	CASSELBERRY LN
57	KH-00-056.02-03-05.00-000	CASSELBERRY LN
58	KH-00-056.02-03-04.00-000	CASSELBERRY LN
59	KH-00-056.02-03-03.00-000	CASSELBERRY LN
60	KH-00-056.02-03-02.00-000	CASSELBERRY LN
61	KH-00-056.02-03-01.00-000	CASSELBERRY LN
62	KH-00-056.02-02-87.00-000	CASSELBERRY LN
63	KH-00-056.02-02-86.00-000	CASSELBERRY LN
64	KH-00-056.02-02-85.00-000	CASSELBERRY LN
65	KH-00-056.02-02-84.00-000	CASSELBERRY LN
66	KH-00-056.02-02-83.00-000	CASSELBERRY LN
67	KH-00-056.02-02-82.00-000	CASSELBERRY LN
68	KH-00-056.02-02-81.00-000	CASSELBERRY LN
69	KH-00-056.02-02-80.00-000	CASSELBERRY LN
70	KH-00-056.02-02-79.00-000	CASSELBERRY LN
71	KH-00-056.02-02-94.00-000	CASSELBERRY LN
72	KH-00-056.02-02-95.00-000	CASSELBERRY LN
73	KH-00-056.02-02-96.00-000	CASSELBERRY LN
74	KH-00-056.02-02-97.00-000	CASSELBERRY LN
75	KH-00-056.02-02-98.00-000	CASSELBERRY LN
76	KH-00-056.02-02-99.00-000	CASSELBERRY LN
77	KH-00-056.02-02-88.00-000	CASSELBERRY LN
78	KH-00-056.02-02-89.00-000	CASSELBERRY LN
79	KH-00-056.02-02-90.00-000	CASSELBERRY LN
80	KH-00-056.02-02-91.00-000	CASSELBERRY LN
81	KH-00-056.02-02-92.00-000	CASSELBERRY LN
82	KH-00-056.02-02-93.00-000	CASSELBERRY LN
83	KH-00-056.02-02-78.00-000	CASSELBERRY LN
84	KH-00-056.02-02-46.00-000	FAIRMONT LN
85	KH-00-056.02-02-45.00-000	FAIRMONT LN
86	KH-00-056.02-02-44.00-000	FAIRMONT LN
87	KH-00-056.02-02-43.00-000	FAIRMONT LN
88	KH-00-056.02-02-42.00-000	FAIRMONT LN
89	KH-00-056.02-02-41.00-000	FAIRMONT LN
90	KH-00-056.02-02-40.00-000	FAIRMONT LN
91	KH-00-056.02-02-39.00-000	FAIRMONT LN
92	KH-00-056.02-02-38.00-000	FAIRMONT LN
93	KH-00-056.02-02-37.00-000	FAIRMONT LN
94	KH-00-056.02-02-36.00-000	FAIRMONT LN
95	KH-00-056.02-02-35.00-000	FAIRMONT LN
96	KH-00-056.02-02-34.00-000	FAIRMONT LN
97	KH-00-056.02-02-33.00-000	FAIRMONT LN
98	KH-00-056.02-02-32.00-000	FAIRMONT LN

Lot Number	Tax Parcel Number	Property Address
99	KH-00-056.02-02-31.00-000	30 FAIRMONT LN
99	KH-00-056.02-02-31.00-001	30 FAIRMONT LN
100	KH-00-056.02-02-30.00-000	98 NOBLE'S POND CROSSING RD
100	KH-00-056.02-02-30.00-001	98 NOBLE'S POND CROSSING
101	KH-00-056.02-02-47.00-000	FAIRMONT LN
102	KH-00-056.02-02-48.00-000	FAIRMONT LN
103	KH-00-056.02-02-49.00-000	FAIRMONT LN
104	KH-00-056.02-02-50.00-000	FAIRMONT LN
105	KH-00-056.02-02-51.00-000	FAIRMONT LN
106	KH-00-056.02-02-52.00-000	FAIRMONT LN
107	KH-00-056.02-02-53.00-000	FAIRMONT LN
108	KH-00-056.02-02-54.00-000	FAIRMONT LN
109	KH-00-056.02-02-55.00-000	FAIRMONT LN
110	KH-00-056.02-02-56.00-000	FAIRMONT LN
111	KH-00-056.02-02-29.00-000	82 NOBLE'S POND CROSSING DR
111	KH-00-056.02-02-29.00-001	82 NOBLE'S POND CROSSING
112	KH-00-056.02-02-28.00-000	WINDING CARRIAGE LN
112	KH-00-056.02-02-28.00-001	226 WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-000	WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-001	216 WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-000	WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-001	206 WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-000	WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-001	198 WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-000	WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-001	192 WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-000	WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-001	182 WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
118	KH-00-056.02-02-22.00-000	WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-001	170 WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-000	WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-001	160 WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-000	WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-001	154 WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-000	WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-001	146 WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-000	WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-001	136 WINDING CARRIAGE LN
123	KH-00-056.02-02-17.00-000	WINDING CARRIAGE LN
124	KH-00-056.02-02-16.00-000	WINDING CARRIAGE LN
125	KH-00-056.02-02-15.00-000	WINDING CARRIAGE LN
126	KH-00-056.02-02-14.00-000	WINDING CARRIAGE LN
127	KH-00-056.02-02-13.00-000	WINDING CARRIAGE LN
128	KH-00-056.02-02-12.00-000	WINDING CARRIAGE LN
129	KH-00-056.02-02-11.00-000	WINDING CARRIAGE LN
130	KH-00-056.02-02-10.00-000	WINDING CARRIAGE LN
131	KH-00-056.02-02-09.00-000	NOBLE'S POND CROSSING LN
132	KH-00-056.02-02-08.00-000	NOBLE'S POND CROSSING LN
133	KH-00-056.02-02-07.00-000	NOBLE'S POND CROSSING LN
134	KH-00-056.02-02-05.00-000	WINDING CARRIAGE LN
135	KH-00-056.02-02-04.00-000	WINDING CARRIAGE LN
136	KH-00-056.02-02-06.00-000	GUARD HOUSE LN
137	KH-00-056.02-02-01.00-000	WINDING CARRIAGE LN
138	KH-00-056.02-02-02.00-000	WINDING CARRIAGE LN
139	KH-00-056.02-02-03.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-001	80 WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-000	WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-001	66 WINDING CARRIAGE LN
142	KH-00-056.02-01-93.00-000	KATY CT

Lot Number	Tax Parcel Number	Property Address
142	KH-00-056.02-01-93.00-001	KATY CT
143	KH-00-056.02-01-92.00-000	KATY CT
144	KH-00-056.02-01-91.00-000	KATY CT
145	KH-00-056.02-01-90.00-000	46 WINDING CARRIAGE LN
145	KH-00-056.02-01-90.00-001	46 WINDING CARRIAGE LN
146	KH-00-056.02-01-89.00-000	WINDING CARRIAGE LN
147	KH-00-056.02-01-88.00-000	WINDING CARRIAGE LN
148	KH-00-056.02-01-84.00-000	NOBLE'S POND CROSSING LN
149	KH-00-056.02-01-83.00-000	NOBLE'S POND CROSSING LN
150	KH-00-056.02-01-82.00-000	NOBLE'S POND CROSSING CT
150	KH-00-056.02-01-82.00-001	80 SILVER MEADOWS LN
151	KH-00-056.02-01-85.00-000	SILVER MEADOWS LN
152	KH-00-056.02-01-86.00-000	SILVER MEADOWS LN
153	KH-00-056.02-01-87.00-000	SILVER MEADOWS LN
154	KH-00-056.02-01-81.00-000	KENDRA CT
155	KH-00-056.02-01-80.00-000	KENDRA CT
156	KH-00-056.02-01-74.00-000	KENDRA CT
157	KH-00-056.02-01-73.00-000	KENDRA CT
158	KH-00-056.02-01-72.00-000	STEEPLECHASE DR
159	KH-00-056.02-01-71.00-000	STEEPLECHASE DR
160	KH-00-056.02-01-70.00-000	STEEPLECHASE DR
161	KH-00-056.02-01-69.00-000	STEEPLECHASE DR
162	KH-00-056.02-01-68.00-000	STEEPLECHASE DR
163	KH-00-056.02-01-67.00-000	STEEPLECHASE DR
164	KH-00-056.02-01-66.00-000	STEEPLECHASE DR
165	KH-00-056.02-01-65.00-000	STEEPLECHASE DR
166	KH-00-056.02-01-64.00-000	STEEPLECHASE DR
167	KH-00-056.02-01-63.00-000	STEEPLECHASE DR
168	KH-00-056.02-01-62.00-000	STEEPLECHASE DR
169	KH-00-056.02-01-48.00-000	BROWN DERBY DR
170	KH-00-056.02-01-47.00-000	BROWN DERBY DR
171	KH-00-056.02-01-46.00-000	BROWN DERBY DR
172	KH-00-056.02-01-45.00-000	BROWN DERBY DR
173	KH-00-056.02-01-44.00-000	BROWN DERBY DR
174	KH-00-056.02-01-43.00-000	BROWN DERBY DR
175	KH-00-056.02-01-42.00-000	BROWN DERBY DR
176	KH-00-056.02-01-41.00-000	BROWN DERBY DR
177	KH-00-056.02-01-40.00-000	BROWN DERBY DR
178	KH-00-056.02-01-39.00-000	BROWN DERBY DR
179	KH-00-056.02-01-38.00-000	NOBLE'S POND CROSSING DR
180	KH-00-056.02-01-37.00-000	NOBLE'S POND CROSSING DR

Lot Number	Tax Parcel Number	Property Address
181	KH-00-056.02-01-36.00-000	NOBLE'S POND CROSSING DR
182	KH-00-056.02-01-35.00-000	NOBLE'S POND CROSSING DR
183	KH-00-056.02-01-34.00-000	NOBLE'S POND CROSSING DR
184	KH-00-056.02-01-33.00-000	NOBLE'S POND CROSSING DR
185	KH-00-056.02-02-67.00-000	COUNTRY CLUB DR
186	KH-00-056.02-02-66.00-000	COUNTRY CLUB DR
187	KH-00-056.02-02-65.00-000	COUNTRY CLUB DR
188	KH-00-056.02-02-64.00-000	COUNTRY CLUB DR
189	KH-00-056.02-02-63.00-000	COUNTRY CLUB DR
190	KH-00-056.02-02-62.00-000	COUNTRY CLUB DR
191	KH-00-056.02-02-61.00-000	COUNTRY CLUB DR
192	KH-00-056.02-02-60.00-000	COUNTRY CLUB DR
193	KH-00-056.02-02-59.00-000	COUNTRY CLUB DR
194	KH-00-056.02-02-58.00-000	COUNTRY CLUB DR
195	KH-00-056.02-02-57.00-000	COUNTRY CLUB DR
196	KH-00-056.02-02-77.00-000	NOBLE'S POND CROSSING DR
197	KH-00-056.02-02-76.00-000	NOBLE'S POND CROSSING DR
198	KH-00-056.02-02-75.00-000	NOBLE'S POND CROSSING DR
199	KH-00-056.02-02-74.00-000	NOBLE'S POND CROSSING DR
200	KH-00-056.02-02-73.00-000	NOBLE'S POND CROSSING DR
201	KH-00-056.02-02-72.00-000	NOBLE'S POND CROSSING DR
202	KH-00-056.02-02-71.00-000	NOBLE'S POND CROSSING DR
203	KH-00-056.02-02-70.00-000	NOBLE'S POND CROSSING DR
204	KH-00-056.02-02-69.00-000	NOBLE'S POND CROSSING DR
205	KH-00-056.02-02-68.00-000	NOBLE'S POND CROSSING DR
206	KH-00-056.02-01-78.00-000	BRIDLE CT
207	KH-00-056.02-01-79.00-000	BRIDLE CT
208	KH-00-056.02-01-75.00-000	BRIDLE CT
209	KH-00-056.02-01-77.00-000	BRIDLE CT
210	KH-00-056.02-01-76.00-000	COUNTRY CLUB DR

"Eddie VI Tax Parcel Number"

Lot Number	Tax Parcel Number	Property Address
PR. RD	KH-00-056.02-01-98.00-000	GUARD HOUSE LN

"Eddie VII Tax Parcel Numbers"

Lot Number	Tax Parcel Number	Property Address
OPEN SPACE	KH-00-056.02-01-96.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-01-97.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-03-17.00-000	PONDS EDGE WAY
OPEN SPACE, 15.6 A.	KH-00-056.02-03-18.00-000	NOBLE'S POND CROSSING



70 2014 00252967

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

Instrument Number: 2014-252967

Recorded On: March 26, 2014

As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

of Pages: 58

Comment:

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

Miscellaneous With Notation	601.00	Marginal Notation	7.00
# of Pages	57	# of Notes	1
	0		0
Total:	608.00		

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

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

File Information:

Record and Return To:

Document Number: 2014-252967
Receipt Number: 329026
Recorded Date/Time: March 26, 2014 10:23:21A
Book-Vol/Pg: BK-RE VL-7163 PG-238
User / Station: C Yerkes - Cashier 3

PARCELS INC
PO BOX 27
WILMINGTON DE 19899



Betty Lou McKenna

57
Note
608-

Tax Parcel Numbers: See **Schedule A** attached hereto

Prepared by and Return to:
John C. Kuffel, Esquire
Young Conaway Stargatt & Taylor, LLP
P. O. Box 391
Wilmington, DE 19899-0391

**THIRD AMENDMENT TO
MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
THE VILLAGES OF NOBLE'S POND
(ASSOCIATION)**

THIS THIRD AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (this "**Amendment**") is made effective the 20th day of March, 2014 (the "**Effective Date**"), by Eddie Evans Farm Phase I, LLC ("**Eddie I**"), Eddie Evans Farm Phase VI, LLC ("**Eddie VI**"), and Eddie Evans Farm Phase VII, LLC ("**Eddie VII**"), each a Delaware limited liability company (Eddie I, Eddie VI, and Eddie VII are referred to collectively as [**Original Declarant**]), and Eddie Evans Farm, LLC ("**Eddie Farm**"). Original Declarant and Eddie Farm are referred to collectively as "**Declarant**".

Recitals

WHEREAS, Original Declarant executed and recorded that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble's Pond (Association), dated effective April 26, 2011, and recorded in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "**Recorder's Office**") at Volume 5787, Page 98, as amended by that certain First Amendment dated June 20, 2011, and recorded in the Recorder's Office at Volume 5851, Page 260, and that certain Second Amendment dated July 27, 2011, and recorded in the Recorder's Office at Volume 5886, Page 249 (collectively, and as amended, the "**Original Declaration**") (Any capitalized term not otherwise defined herein shall have the meaning given to such term in the Original Declaration);

188325

WHEREAS, in accordance with Section 2.2 of the Original Declaration, Original Declarant reserved the right, without the consent of any Owner, Member, or other third party, or the Association, to extend the covenants, conditions, and restrictions contained in the Original Declaration, and annex within the Property and Community, any Annexable Property;

WHEREAS, in accordance with Sections 11.11 and 11.23 of the Original Declaration, Original Declarant reserved the right, without the consent of any Owner, Member, or other Person, or the Service Corporation or Association, to assign all or any portion of its rights, titles, interests, powers, duties, obligations, and/or liabilities to any other Person;

WHEREAS, Eddie Farm is the owner of all those certain lots generally known as the Tax Parcel Numbers listed on **Schedule A-1** attached hereto under the heading “Eddie Farm Tax Parcel Numbers,” being Lot Nos. 211 through 493 and 502 through 879, inclusive, located in Kent County, Delaware, and being more particularly described and depicted on (1) that certain Record Plan for Villages of Nobles Pond Phase 2A, prepared by McCrone, dated March, 2009, last revised October 2009, and recorded in the Recorder’s Office at Plot Book 108, Page 4 (the “**Phase 2A Record Plan**”) and (2) that certain Record Plan for Villages of Nobles Pond Phases 3A & 4A, prepared by McCrone, dated February 2013, last revised December 2013, and recorded in the Recorder’s Office at Plot Book 123, Page 21 (the “**Phase 3A and 4A Record Plan**” and, together with the Phase 2A Record Plan, collectively, the “**Record Plan**”) (collectively, the “**Eddie Farm Lots Property**”);

WHEREAS, Eddie Farm is also the owner of all those certain private roads, generally known as the Tax Parcel Numbers listed on **Schedule A-1** attached hereto under the heading “Eddie Farm Tax Parcel Numbers,” located in Kent County, Delaware, and being more particularly described and depicted on the Record Plan (collectively, the “**Eddie Farm Roads Property**”);

WHEREAS, Eddie Farm is also the owner of all those certain open spaces, generally known as the Tax Parcel Numbers listed on **Schedule A-1** attached hereto under the heading “Eddie Farm Tax Parcel Numbers,” located in Kent County, Delaware, and being more particularly described and depicted on the Record Plan (collectively, the “**Eddie Farm Open Space Property**”);

WHEREAS, Eddie Farm is also the owner of all that certain property identified as “Phase 5 (Future) Lots 494 through 501” on the Record Plan, generally known as the Tax Parcel Numbers listed on **Schedule A-1** attached hereto under the heading “Eddie Farm Tax Parcel Numbers,” located in Kent County, Delaware, and being more particularly described and depicted on the Record Plan (collectively, the “**Phase 5 Property**”, and together with the Eddie Farm Lots Property, Eddie Farm Roads Property, and Eddie Farm Open Space Property, collectively, the “**Annexed Property**”);

WHEREAS, the Annexed Property is more particularly described on **Exhibit A-1** attached hereto;

WHEREAS, Original Declarant desires to (1) extend the covenants, conditions, and restrictions contained in the Original Declaration, and annex within the Property and Community, the Annexed Property, and (2) assign all of its rights, titles, interests, powers, duties, obligations, and liabilities under the Original Declaration solely and exclusively with respect to, and associated with, the Annexed Property to Eddie Farm, all in accordance with the terms, covenants and conditions contained herein; and

WHEREAS, Eddie Farm desires for Original Declarant to (1) extend the covenants, conditions, and restrictions contained in the Original Declaration, and annex within the Property and Community, the Annexed Property, and (2) assign all of its rights, titles, interests, powers,

duties, obligations, and liabilities under the Original Declaration solely and exclusively with respect to, and associated with, the Annexed Property to Eddie Farm, all in accordance with the terms, covenants and conditions contained herein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT, in consideration of the foregoing Recitals which are incorporated by reference herein, and for and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the Original Declaration, is hereby amended and modified in accordance with the provisions contained in this Amendment.

1. Annexation of Annexable Property. Declarant does hereby extend the covenants, conditions, and restrictions contained in the Original Declaration, and annexes within the Property and Community, the Annexed Property. In connection with the annexation of the Annexed Property as aforesaid, Declarant hereby amends and replaces Exhibit "A" and Schedule "A" of the Original Declaration by substituting in place therefore the updated and revised Exhibit "A" and Schedule "A" attached hereto and made a part hereof.

2. Assignment to Eddie Farm. Original Declarant does hereby assign to Eddie Farm, and Eddie Farm does hereby assume, all of Original Declarants rights, titles, interests, powers, duties, obligations, and liabilities under the Original Declaration solely and exclusively with respect to, and associated with, the Annexed Property.

3. Miscellaneous.

(a) Ambiguity. In the event any provision of the Original Declaration is inconsistent with the terms and provisions of this Amendment, the terms and provisions of this Amendment shall govern and control.

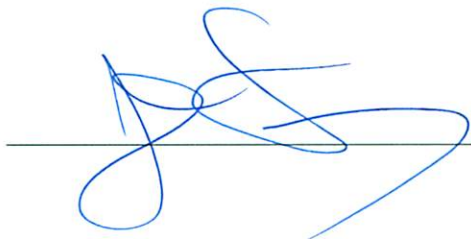
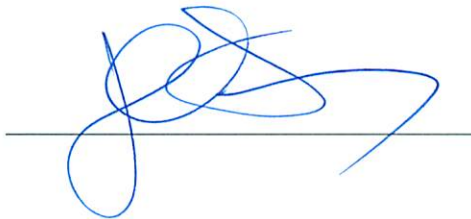
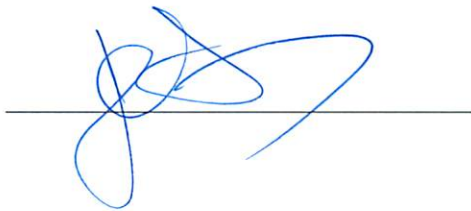
(b) Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimiles and/or scanned documents, including all signatures, shall be deemed originals for all purposes.

(c) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware.

End of Text – One (1) Execution Page Follows

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has caused its seal to be affixed and these presents to be signed by its member hereunto duly authorized the day and year first above written.

**SEALED AND DELIVERED
IN THE PRESENCE OF**



✓
Eddie Evans Farm Phase I, LLC

By: Delaware Community Management, LLC,
its Manager

By: Mary A. Field (SEAL)
Mary A. Field, its Manager

✓
Eddie Evans Farm Phase VI, LLC

By: Delaware Community Management, LLC,
its Manager

By: Mary A. Field (SEAL)
Mary A. Field, its Manager

✓
Eddie Evans Farm Phase VII, LLC

By: Delaware Community Management, LLC,
its Manager

By: Mary A. Field (SEAL)
Mary A. Field, its Manager

✓
Eddie Evans Farm, LLC

By: Delaware Community Management, LLC,
its Manager

By: Mary A. Field (SEAL)
Mary A. Field, its Manager

STATE OF DELAWARE)
) SS.
COUNTY OF Kent)

BE IT REMEMBERED, that on this 20th day of March, 2014, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Mary A. Field, manger of Delaware Management, LLC, being the manager of each of **Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC, Eddie Evans Farm Phase VII, LLC, and Eddie Evans Farm, LLC**, each a Delaware limited liability company, and each a party to this Agreement, known to me personally to be such and acknowledged this Agreement to be his/her/it act and deed and the act and deed of each such company.

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



Notary Public

Print Name

My Commission Expires: _____

JOHN E. TRACEY
Attorney at Law
State of Delaware
Notarial Officer Pursuant to
29 Del.C. § 4323(a)(3)
This Commission Has No Expiration

Exhibit "A"
Property Description

ALL that piece or parcel of land, herein after described, situate, lying and being located on the southwesterly side of McKee Road, Co. Road 156, and located in the Kenton Hundred, Kent County, Delaware; said piece or parcel of land being a portion of the lands of Eddie Evans Farm, LLC, a Delaware Limited Liability Company as recorded in the Kent County Recorder of Deeds Office in Volume 2376 of deeds, at page 239; said piece or parcel also being known as the Villages of Nobles Pond Phase 1A Subdivision, as recorded in the Kent County Recorder of Deeds Office in Plot Book 99, at page 24 through 30; said piece or parcel being more particularly described as follows:

COMMENCING AT A POINT marked by a found iron pipe on the westerly right-of-way of McKee Road, also known as County Road 156, having a variable width right-of-way and marking the northeast corner of lands now or formerly belonging to Olin L. and Charlene K. Evans, as recorded in the Kent County Recorder of Deeds Office, in Book D of Deeds, Volume 47 at page 309 and being a corner for the lands of the Eddie Evans Farm, LLC Minor Subdivision as recorded in the Kent County Recorder of Deeds Office in Plot Book 84, at page 77; thence S 48° 51' 45" W along the southeasterly bounds of said Olin and the northwesterly bounds of said Subdivision for a distance of 20.12 feet to the northerly corner of the Villages of Nobles Pond Phase 1A Subdivision as recorded in the Kent County Recorder of Deeds Office in Plot Book 89 at page 77 and the **TRUE POINT OF BEGINNING**; thence S 34° 49' 51" E along the northeasterly bounds of said Villages of Nobles Pond Phase 1A Subdivision for a distance of 823.69 feet to the northeasterly corner of said Subdivision and the westerly bounds of lands now or formerly belonging to Rick A. Welty, as recorded in the Kent County Recorder of Deeds, Office in Book 345 of Deeds, at page 297; thence S 24° 38' 07" W along the westerly bounds for said Welty, and lands now or formerly belonging to the Sapp Forest Subdivision as recorded in the Kent County Recorder of Deeds Office in Plot Book 43 at page 84, and along the southeasterly bounds of a portion of the "Open Space" and Lots 4 through 12, respectively, and a portion of Lot 13 for a distance of 819.81 feet to a found iron pipe marking the northwesterly corner of lands now or formerly belonging to the First Korean Baptist Church, Inc., as recorded in the Kent County Recorder of Deeds Office in Book D of Deeds, Volume 51, at page 226; thence S 24° 24' 18" W along the northwesterly bounds of said First Korean Baptist Church, Inc. and along the southeasterly bounds of Lots 13 through 20, respectively and other lands of said Subdivision for a distance of 691.02 feet to a found iron pipe marking the northwest corner of lands now or formerly belonging to Barry N. Reynolds, as recorded in the Kent County Recorder of Deeds Office in Book 553 of Deeds, at page 265; thence S 24° 24' 19" W along the northwesterly bounds of said Reynolds and the lands now or formerly of Charles L. and Gloria Cottman as recorded in the Kent County Recorder of Deeds Office in Book 185 of Deeds, at page 86 and the lands now or formerly belonging to Lucy R. Carney, as recorded in the Kent County Recorder of Deeds Office in Book Q of Deeds, Volume 34, at page 339 and the lands now or formerly belonging to Leonard R. and Donna Lynn Startt, as recorded in the Kent County Recorder of Deeds Office in Book 436 Deeds, at page 221 and the lands now or formerly belonging to Roger and Sandra Murray, as recorded in the Kent County Recorder of Deeds Office in Book 441 Deeds, at page 111 for a distance of 843.48 feet to a point in the center of

Fork Branch also being the northeast corner of lands now or formerly belonging to Martin and Anna Kucek, as recorded in the Kent County Recorder of Deeds Office in Book I of Deeds, Volume 11, at page 59; thence along the centerline of Fork Branch and the northerly bounds of said Kucek the following five (5) courses and distances 1) N 28° 39' 46" W for a distance of 124.10 feet; 2) N 51° 58' 52" W for a distance of 252.98 feet; 3) N 80° 05' 01" W for a distance of 127.92 feet; 4) S 56° 20' 12" W for a distance of 68.13 feet; 5) N 82° 21' 00" W for a distance of 189.12 feet to a point; thence along the westerly bounds of said Subdivision the following eight (8) courses and distances: 1) N 56° 01' 50" W for a distance of 219.53 feet; 2) N 55° 24' 47" E for a distance of 216.08 feet; 3) N 16° 25' 45" E for a distance of 163.65 feet; 4) N 28° 58' 47" W for a distance of 149.53 feet; 5) N 35° 38' 01" W for a distance of 287.01 feet; 6) N 64° 40' 14" E for a distance of 30.24 feet to a point; 7) N 26° 45' 24" W for a distance of 87.59 feet to the southeasterly right-of-way of Nobles Pond Crossing being a 28 foot wide private road; 8) N 26° 45' 24" W crossing said Nobles Pond Crossing, for a distance of 28.00 feet to the northeasterly right-of-way of said Nobles Pond Crossing, being a 28 foot wide private road; thence easterly, along said Nobles Pond Crossing, on a curve to the left having a radius of 300.00 feet with an arc length of 22.06 feet forming a chord bearing N 60° 04' 53" E for a distance of 22.05 feet to the beginning of a non-tangential curve; thence continuing along the northeasterly right-of-way of said Nobles Pond Crossing, on a curve to the left having a radius of 382.40 feet with an arc length of 40.17 feet forming a chord bearing N 54° 06' 46" E for a distance of 40.15 feet to a point of tangency; thence N 50° 02' 20" E along the northeasterly right-of-way of said Nobles Pond Crossing, for a distance of 216.82 feet to a point of curvature; thence on a curve to the left having a radius of 25.00 feet with an arc length of 36.96 feet forming a chord bearing N 07° 40' 59" E for a distance of 33.68 feet to a point on the southwesterly right-of-way of Ponds Edge Way, being a 24 foot wide private road; thence along said private road N 34° 40' 00" W for a distance of 354.14 feet to a point of curvature; thence northwesterly along the westerly bounds of said Subdivision on a curve to the left having a radius of 388.00 feet with an arc length of 205.82 feet forming a chord bearing N 49° 51' 47" W for a distance of 203.41 feet to a point of tangency; thence N 65° 03' 34" W along the westerly bounds of said Subdivision for a distance of 53.85 feet to the northwesterly corner of said Subdivision and being on the southeasterly line of lands now or formerly belonging to T. Noble Jarrell, III as recorded in the Kent County Recorder of Deeds Office in Plot Book 80, at page 27; thence N 51° 10' 13" E along the southeasterly bounds of Jarrell and the northwesterly bounds of Lots 46, 60 through 64, 91 through 96 and 116 through 119, respectively, for a distance of 1,453.79 feet to an iron rod found, marking the southwesterly corner of lands now or formerly belonging to Olin F. and Charlene K. Evans, as recorded in the Kent County Recorder of Deeds Office in Book D of Deeds, Volume 51 at page 201; thence S 39° 58' 00" E along the southwesterly bounds of said Evans land and along the northeasterly bounds of Lots 119, 120, 121 and 122 for a distance of 269.54 feet to an iron rod found marking the southeasterly corner of said Evans lands; thence N 30° 52' 13" E along the southeasterly bounds of said Evans and a portion of which is described in the Kent County Recorder of Deeds Office in Book T of Deeds, Volume 47 at page 209 and the northwesterly bounds of Lots 140, 141 and 142 for a distance of 243.90 feet to an iron rod found marking an angle point in said line; thence N 48° 51' 45" E along the southeasterly bounds of said Evans and along the northwesterly bounds of the remainder of Lot 142 and Lot 143 and other lands of said Subdivision for a distance of 144.92 feet to the **POINT OF BEGINNING** and containing 70.10 acres.

TOGETHER WITH all those certain lots, pieces or parcels of land consisting of 222.575 acres of land, more or less, being known as Phases 2A, 3A, 4A and 5A, Villages of Nobles Pond, Kenton Hundred, Kent County, Delaware, and as more fully described as follows:

BEGINNING for the same at an iron rod found on the easternmost right-of-way line of Kenton Road and at the intersection of the division line between the herein described lands of Eddie Evans Farm, LLC, Phases 2A, 3A, 4A and 5A, Villages of Nobles Pond (see D.R. D 2376 0239) and the lands now or formerly of Dinita Marie and Floyd Carlton Ridgway, II (see D.R. H 36 0069), said beginning point further being the northwesternmost corner of the herein described Phases 2A, 3A, 4A and 5A;

THENCE, leaving said beginning point so fixed and leaving Kenton Road and binding on the southernmost and the easternmost outlines of the Ridgway lands the two following courses and distances:

1. **North 63° 29' 37" East 150.00 feet** to a point, and thence;
2. **North 28° 52' 12" West 60.21 feet** to a point on the southernmost outline of the lands now or formerly of Irene L. Moose (see D.R. IS0021 0413 X 048 202);

THENCE, leaving the Ridgway lands and binding on southernmost outline of the Moose lands, the lands now or formerly of Paul C. Phillips (see D.R. D 0410 0087) and the southernmost outline of the lands now or formerly of Cynthia Mae Allen (see D.R. D 6021 0294);

3. **North 63° 24' 53" East 2,070.73 feet** to a point on the westernmost outline of the lands now or formerly of Allen Thomas Reed (see D.R. IS 0022 0057 A 0022 0148);

THENCE, leaving the Allen lands and binding on the westernmost outlines of the Reed lands, the westernmost outline of the lands now or formerly of Wanda Jean Parton (see D.R. WN 0009 0210 IS 0023 0367 A 0020 0143) and the lands now or formerly of Evans Jarrell, LLC (see D.R. D 5974 0269 WY 0006 0161 A 0024 0284) the fourteen following courses and distances:

4. **South 74° 43' 12" East 238.06 feet** to a point, thence;
5. **South 75° 08' 39" East 177.67 feet** to a point, thence;
6. **South 49° 08' 08" East 250.26 feet** to a point, thence;
7. **South 46° 05' 14" East 176.75 feet** to a point, thence;
8. **South 44° 08' 29" East 162.48 feet** to a point, thence;
9. **South 44° 14' 19" East 169.70 feet** to a point, thence;
10. **South 60° 20' 09" East 266.90 feet** to a point, thence;
11. **South 64° 44' 14" East 498.78 feet** to a point, thence;
12. **South 56° 11' 46" East 190.72 feet** to a point, thence;
13. **South 85° 04' 40" East 196.29 feet** to a point, thence;
14. **South 89° 28' 14" East 171.18 feet** to a point, thence;
15. **South 37° 47' 58" East 1,048.65 feet** to point, thence;

16. **North 61° 14' 07" East 416.17 feet** to a point, and thence;
17. **North 51° 10' 13" East 798.10 feet** to a point the northwesterly corner of the lands of Villages of Nobles Pond Phase 1A Subdivision and filed for record at the Kent County Recorder of Deeds Office on February 13, 2008 in Plot Book 99 page 24 and the lands herein described.

THENCE, leaving the Evans Jarrell, LLC lands and binding on the lands of Villages of Nobles Pond Phase 1A Subdivision the following fourteen courses and distances;

18. **South 65° 03' 34" East 53.85 feet** to a point of curvature, thence;
19. By the arc of a tangent curve to the right **205.82 feet** to a point of tangency on the southwesterly private right-of-way of Ponds Edge Way said curve having a radius of **388.00 feet** and scribed by a chord of **South 49° 51' 47" East 203.41 feet**, thence;
20. **South 34° 40' 00" East 354.14 feet** to a point of curvature of Ponds Edge Way, thence;
21. By the arc of a tangent curve to the right **36.96 feet** to a point of tangency on the northwesterly private right-of-way of Resort Boulevard said curve having a radius of **25.00 feet** and scribed by a chord of **South 07° 40' 59" West 33.68 feet** thence;
22. **South 50° 02' 20" West 216.82 feet** to a point of curvature of Resort Boulevard thence;
23. By the arc of a tangent curve to the right **40.17 feet** to a point of compound curvature on the northwesterly private right-of-way of Resort Boulevard said curve having a radius of **382.40 feet** and scribed by a chord of **South 54° 06' 46" West 40.15 feet** thence;
24. By the arc of a tangent curve to the right **22.06 feet** to a point on the northwesterly private right-of-way of Resort Boulevard said curve having a radius of **300.00 feet** and scribed by a chord of **South 60° 04' 53" West 22.05 feet** thence crossing Resort Boulevard;
25. **South 26° 45' 24" East 115.59 feet** to a point, thence;
26. **South 64° 40' 14" West 30.24 feet** to a point, thence;
27. **South 35° 38' 01" East 287.01 feet** to a point, thence;
28. **South 28° 58' 47" East 149.53 feet** to a point, thence;
29. **South 16° 25' 45" West 163.65 feet** to a point, thence;
30. **South 55° 24' 47" West 216.08 feet** to a point, thence;
31. **South 56° 01' 50" East 219.53 feet** to a point in the centerline of Fork Branch and on the northernmost outline of the lands now or formerly of Anna Marie Kucek, et. al. (see D.R. WJ 0007 0054 WB 0006 0150 WY 0004 0205);

THENCE, leaving the Villages of Nobles Pond Phase 1A Subdivision and binding on the centerline of Fork Branch and on the northernmost outline of the Kucek, et. al. lands the following nine courses and distances;

32. **South 47° 53' 28" West 89.17 feet** to a point, thence;
33. **North 88° 19' 48" West 161.75 feet** to a point, thence;
34. **North 38° 03' 34" West 155.87 feet** to a point, thence;
35. **North 89° 21' 25" West 140.19 feet** to a point, thence;
36. **South 68° 32' 54" West 253.84 feet** to a point, thence;
37. **North 90° 00' 00" West 75.60 feet** to a point, thence;
38. **South 37° 24' 57" West 243.67 feet** to a point, thence;
39. **South 82° 22' 00" West 274.39 feet** to a point, and thence;
40. **South 77° 09' 30" West 240.70 feet** to a point at the northeasternmost corner of the lands now or formerly of Saxton C. Lambertson (see D.R. D 6335 0193 C 0025 0067);

THENCE, leaving the Kucek lands and binding on northernmost outline of the Lambertson lands and the northernmost outline of the lands now or formerly of Saxton C. and Mary Ann Lambertson (see D.R. S 25/17) the three following courses and distances:

41. **South 70° 08' 52" West 391.06 feet** to a point, thence;
42. **South 60° 16' 33" West 566.38 feet** to a point, and thence;
43. **South 56° 35' 31" West 493.56 feet** to a point at the southeasternmost corner of the lands now or formerly of Susan Bramble Trionfo (see D.R. A 0055 0001);

THENCE, leaving the Lambertson lands and binding on the easternmost outline of the Trionfo lands the six following courses and distances:

44. **North 22° 28' 44" West 280.78 feet** to a point, thence;
45. **North 84° 01' 46" West 171.94 feet** to a point, thence;
46. **North 27° 31' 20" West 290.07 feet** to a point, thence;
47. **North 27° 01' 31" West 356.97 feet** to a point, thence;
48. **North 49° 57' 26" West 614.64 feet** to a point, and thence;
49. **North 11° 27' 29" West 974.42 feet** to an iron pipe found at the southeasternmost corner of the lands now or formerly of Jackie Sue Egolf Young and Deborah Lynn Egolf Shaffer (see D.R. D 6041 0129);

THENCE, leaving the Trionfo lands and binding on the easternmost and northernmost outlines of the Young and Shaeffer lands and the northern and easternmost outlines of the lands now or formerly of John T. Ward (see D.R. D 5920 0257) the four following courses and distances:

50. **North 11° 21' 31" West 347.18 feet** to a point, thence;
51. **South 68° 34' 53" West 1,056.36 feet** to a point, thence;
52. **South 78° 57' 57" West 669.21 feet** to a point, and thence;
53. **North 27° 32' 01" West 88.62 feet** to a point at the southeasternmost corner of the lands now or formerly of Donald M. and Shirley Ann Seeney (see D.R. Q 0032 0112);

THENCE, leaving the Ward lands and binding on the easternmost outline of the Seeney lands and the easternmost outline of other lands now or formerly of Donald M. and Shirley Ann Seeney (see D.R. Q 0032 0110), the easternmost outline of lands now or formerly of Lillian M. Wilson (see D.R. IS 0019 0405 0G 0021 0031), the easternmost outline of the lands now or formerly of Freda Michelle Coker Duke et. al (see D.R. D 5638 0326), the easternmost outline of lands now or formerly of Elizabeth J. Poore (see D.R. D 0447 0114) and the eastern and northernmost outline of lands now or formerly of David L. Graves (see D.R. D 0148 0105) the five following courses and distances:

- 54. **North 26° 01' 40" West 259.23 feet** to a point, thence;
- 55. **North 31° 12' 14" West 120.20 feet** to a point, thence;
- 56. **North 26° 00' 20" West 110.29 feet** to a point, thence;
- 57. **North 26° 01' 21" West 88.95 feet** to a point, and thence;
- 58. **South 62° 26' 31" West 131.27 feet** to a point on the easternmost right-of-way line of the aforementioned Kenton Road.

THENCE, leaving the Graves lands and binding on the easternmost right-of-way line of Kenton Road;

- 59. **North 28° 00' 28" West 168.63 feet** to the place of beginning.

CONTAINING in all 222.575 acres of land, more or less, as described by McCrone, Inc. Registered Professional Engineers and Land Surveyors in January of 2014.

BEING, or intending to be Phases 2A, 3A, 4A and 5A, Villages of Nobles Pond, part of all those lands conveyed to Eddie Evans Farm, L.L.C. from Noble T. Jarrell, III by deed dated September 21, 2005 and recorded among the land record books of Kent County, Delaware in Liber D 2376, Folio 239.

SCHEDULE "A"
Tax Parcel Numbers

"Eddie I Tax Parcel Numbers"

PHASE 1A

Lot Number	Tax Parcel Number	Property Address
1	KH-00-056.02-01-01.00-000	SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-000	61 SILVER MEADOWS LN
2	KH-00-056.02-01-02.00-001	31 SILVER MEADOWS LN
3	KH-00-056.02-01-03.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-000	SILVER MEADOWS LN
4	KH-00-056.02-01-04.00-001	57 SILVER MEADOWS LN
5	KH-00-056.02-01-05.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-000	SILVER MEADOWS LN
6	KH-00-056.02-01-06.00-001	87 SILVER MEADOWS LN
7	KH-00-056.02-01-07.00-000	642 NOBLE'S POND CROSSING DR
7	KH-00-056.02-01-07.00-001	642 NOBLE'S POND CROSSING RD
8	KH-00-056.02-01-08.00-000	NOBLE'S POND CROSSING LN
8	KH-00-056.02-01-08.00-001	628 NOBLE'S POND CROSSING LN
9	KH-00-056.02-01-09.00-000	NOBLE'S POND CROSSING LN
10	KH-00-056.02-01-10.00-000	602 NOBLE'S POND CROSSING RD
10	KH-00-056.02-01-10.00-001	602 NOBLE'S POND CROSSING
11	KH-00-056.02-01-11.00-000	590 NOBLE'S POND CROSSING RD
11	KH-00-056.02-01-11.00-001	590 NOBLE'S POND CROSSING
12	KH-00-056.02-01-12.00-000	NOBLE'S POND CROSSING LN
13	KH-00-056.02-01-13.00-000	WATERS EDGE DR

Lot Number	Tax Parcel Number	Property Address
13	KH-00-056.02-01-13.00-001	21 WATERS EDGE DR
14	KH-00-056.02-01-14.00-000	WATERS EDGE DR
15	KH-00-056.02-01-15.00-000	WATERS EDGE DR
16	KH-00-056.02-01-16.00-000	61 WATERS EDGE DR
16	KH-00-056.02-01-16.00-001	61 WATERS EDGE DR
17	KH-00-056.02-01-17.00-000	WATERS EDGE DR
18	KH-00-056.02-01-18.00-000	89 WATERS EDGE DR
18	KH-00-056.02-01-18.00-001	89 WATERS EDGE DR
19	KH-00-056.02-01-19.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-000	WATERS EDGE DR
20	KH-00-056.02-01-20.00-001	115 WATERS EDGE DR
21	KH-00-056.02-01-21.00-000	WATERS EDGE DR
22	KH-00-056.02-01-22.00-000	WATERS EDGE DR
23	KH-00-056.02-01-23.00-000	NOBLE'S POND CROSSING DR
24	KH-00-056.02-01-24.00-000	NOBLE'S POND CROSSING DR
25	KH-00-056.02-01-25.00-000	NOBLE'S POND CROSSING DR
26	KH-00-056.02-01-26.00-000	NOBLE'S POND CROSSING DR
27	KH-00-056.02-01-27.00-000	NOBLE'S POND CROSSING DR
28	KH-00-056.02-01-28.00-000	NOBLE'S POND CROSSING DR
29	KH-00-056.02-01-29.00-000	NOBLE'S POND CROSSING DR
30	KH-00-056.02-01-30.00-000	NOBLE'S POND CROSSING DR
31	KH-00-056.02-01-31.00-000	NOBLE'S POND CROSSING DR
32	KH-00-056.02-01-32.00-000	NOBLE'S POND CROSSING DR
33	KH-00-056.02-01-49.00-000	WATERS EDGE DR
34	KH-00-056.02-01-50.00-000	WATERS EDGE DR
35	KH-00-056.02-01-51.00-000	WATERS EDGE DR
36	KH-00-056.02-01-52.00-000	WATERS EDGE DR
37	KH-00-056.02-01-53.00-000	WATERS EDGE DR
38	KH-00-056.02-01-54.00-000	WATERS EDGE DR
39	KH-00-056.02-01-55.00-000	WATERS EDGE DR
40	KH-00-056.02-01-56.00-000	NOBLE'S POND CROSSING DR
41	KH-00-056.02-01-57.00-000	NOBLE'S POND CROSSING DR
42	KH-00-056.02-01-58.00-000	NOBLE'S POND CROSSING DR
43	KH-00-056.02-01-59.00-000	NOBLE'S POND CROSSING DR
44	KH-00-056.02-01-60.00-000	NOBLE'S POND CROSSING DR
45	KH-00-056.02-01-61.00-000	NOBLE'S POND CROSSING DR

Lot Number	Tax Parcel Number	Property Address
46	KH-00-056.02-03-16.00-000	PONDS EDGE WAY
47	KH-00-056.02-03-15.00-000	PONDS EDGE WAY
48	KH-00-056.02-03-14.00-000	PONDS EDGE WAY
49	KH-00-056.02-03-13.00-000	PONDS EDGE WAY
50	KH-00-056.02-03-12.00-000	PONDS EDGE WAY
51	KH-00-056.02-03-11.00-000	PONDS EDGE WAY
52	KH-00-056.02-03-10.00-000	PONDS EDGE WAY
53	KH-00-056.02-03-09.00-000	CASSELBERRY LN
54	KH-00-056.02-03-08.00-000	CASSELBERRY LN
55	KH-00-056.02-03-07.00-000	CASSELBERRY LN
56	KH-00-056.02-03-06.00-000	CASSELBERRY LN
57	KH-00-056.02-03-05.00-000	CASSELBERRY LN
58	KH-00-056.02-03-04.00-000	CASSELBERRY LN
59	KH-00-056.02-03-03.00-000	CASSELBERRY LN
60	KH-00-056.02-03-02.00-000	CASSELBERRY LN
61	KH-00-056.02-03-01.00-000	CASSELBERRY LN
62	KH-00-056.02-02-87.00-000	CASSELBERRY LN
63	KH-00-056.02-02-86.00-000	CASSELBERRY LN
64	KH-00-056.02-02-85.00-000	CASSELBERRY LN
65	KH-00-056.02-02-84.00-000	CASSELBERRY LN
66	KH-00-056.02-02-83.00-000	CASSELBERRY LN
67	KH-00-056.02-02-82.00-000	CASSELBERRY LN
68	KH-00-056.02-02-81.00-000	CASSELBERRY LN
69	KH-00-056.02-02-80.00-000	CASSELBERRY LN
70	KH-00-056.02-02-79.00-000	CASSELBERRY LN
71	KH-00-056.02-02-94.00-000	CASSELBERRY LN
72	KH-00-056.02-02-95.00-000	CASSELBERRY LN
73	KH-00-056.02-02-96.00-000	CASSELBERRY LN
74	KH-00-056.02-02-97.00-000	CASSELBERRY LN
75	KH-00-056.02-02-98.00-000	CASSELBERRY LN
76	KH-00-056.02-02-99.00-000	CASSELBERRY LN
77	KH-00-056.02-02-88.00-000	CASSELBERRY LN
78	KH-00-056.02-02-89.00-000	CASSELBERRY LN
79	KH-00-056.02-02-90.00-000	CASSELBERRY LN
80	KH-00-056.02-02-91.00-000	CASSELBERRY LN
81	KH-00-056.02-02-92.00-000	CASSELBERRY LN
82	KH-00-056.02-02-93.00-000	CASSELBERRY LN
83	KH-00-056.02-02-78.00-000	CASSELBERRY LN
84	KH-00-056.02-02-46.00-000	FAIRMONT LN
85	KH-00-056.02-02-45.00-000	FAIRMONT LN
86	KH-00-056.02-02-44.00-000	FAIRMONT LN
87	KH-00-056.02-02-43.00-000	FAIRMONT LN
88	KH-00-056.02-02-42.00-000	FAIRMONT LN

Lot Number	Tax Parcel Number	Property Address
89	KH-00-056.02-02-41.00-000	FAIRMONT LN
90	KH-00-056.02-02-40.00-000	FAIRMONT LN
91	KH-00-056.02-02-39.00-000	FAIRMONT LN
92	KH-00-056.02-02-38.00-000	FAIRMONT LN
93	KH-00-056.02-02-37.00-000	FAIRMONT LN
94	KH-00-056.02-02-36.00-000	FAIRMONT LN
95	KH-00-056.02-02-35.00-000	FAIRMONT LN
96	KH-00-056.02-02-34.00-000	FAIRMONT LN
97	KH-00-056.02-02-33.00-000	FAIRMONT LN
98	KH-00-056.02-02-32.00-000	FAIRMONT LN
99	KH-00-056.02-02-31.00-000	30 FAIRMONT LN
99	KH-00-056.02-02-31.00-001	30 FAIRMONT LN
100	KH-00-056.02-02-30.00-000	98 NOBLE'S POND CROSSING RD
100	KH-00-056.02-02-30.00-001	98 NOBLE'S POND CROSSING
101	KH-00-056.02-02-47.00-000	FAIRMONT LN
102	KH-00-056.02-02-48.00-000	FAIRMONT LN
103	KH-00-056.02-02-49.00-000	FAIRMONT LN
104	KH-00-056.02-02-50.00-000	FAIRMONT LN
105	KH-00-056.02-02-51.00-000	FAIRMONT LN
106	KH-00-056.02-02-52.00-000	FAIRMONT LN
107	KH-00-056.02-02-53.00-000	FAIRMONT LN
108	KH-00-056.02-02-54.00-000	FAIRMONT LN
109	KH-00-056.02-02-55.00-000	FAIRMONT LN
110	KH-00-056.02-02-56.00-000	FAIRMONT LN
111	KH-00-056.02-02-29.00-000	82 NOBLE'S POND CROSSING DR
111	KH-00-056.02-02-29.00-001	82 NOBLE'S POND CROSSING
112	KH-00-056.02-02-28.00-000	WINDING CARRIAGE LN
112	KH-00-056.02-02-28.00-001	226 WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-000	WINDING CARRIAGE LN
113	KH-00-056.02-02-27.00-001	216 WINDING CARRIAGE LN
114	KH-00-056.02-02-26.00-000	WINDING CARRIAGE LN

Lot Number	Tax Parcel Number	Property Address
114	KH-00-056.02-02-26.00-001	206 WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-000	WINDING CARRIAGE LN
115	KH-00-056.02-02-25.00-001	198 WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-000	WINDING CARRIAGE LN
116	KH-00-056.02-02-24.00-001	192 WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-000	WINDING CARRIAGE LN
117	KH-00-056.02-02-23.00-001	182 WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-000	WINDING CARRIAGE LN
118	KH-00-056.02-02-22.00-001	170 WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-000	WINDING CARRIAGE LN
119	KH-00-056.02-02-21.00-001	160 WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-000	WINDING CARRIAGE LN
120	KH-00-056.02-02-20.00-001	154 WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-000	WINDING CARRIAGE LN
121	KH-00-056.02-02-19.00-001	146 WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-000	WINDING CARRIAGE LN
122	KH-00-056.02-02-18.00-001	136 WINDING CARRIAGE LN
123	KH-00-056.02-02-17.00-000	WINDING CARRIAGE LN
124	KH-00-056.02-02-16.00-000	WINDING CARRIAGE LN
125	KH-00-056.02-02-15.00-000	WINDING CARRIAGE LN
126	KH-00-056.02-02-14.00-000	WINDING CARRIAGE LN
127	KH-00-056.02-02-13.00-000	WINDING CARRIAGE LN
128	KH-00-056.02-02-12.00-000	WINDING CARRIAGE LN
129	KH-00-056.02-02-11.00-000	WINDING CARRIAGE LN
130	KH-00-056.02-02-10.00-000	WINDING CARRIAGE LN
131	KH-00-056.02-02-09.00-000	NOBLE'S POND CROSSING LN
132	KH-00-056.02-02-08.00-000	NOBLE'S POND CROSSING LN

Lot Number	Tax Parcel Number	Property Address
133	KH-00-056.02-02-07.00-000	NOBLE'S POND CROSSING LN
134	KH-00-056.02-02-05.00-000	WINDING CARRIAGE LN
135	KH-00-056.02-02-04.00-000	WINDING CARRIAGE LN
136	KH-00-056.02-02-06.00-000	GUARD HOUSE LN
137	KH-00-056.02-02-01.00-000	WINDING CARRIAGE LN
138	KH-00-056.02-02-02.00-000	WINDING CARRIAGE LN
139	KH-00-056.02-02-03.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-000	WINDING CARRIAGE LN
140	KH-00-056.02-01-95.00-001	80 WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-000	WINDING CARRIAGE LN
141	KH-00-056.02-01-94.00-001	66 WINDING CARRIAGE LN
142	KH-00-056.02-01-93.00-000	KATY CT
142	KH-00-056.02-01-93.00-001	KATY CT
143	KH-00-056.02-01-92.00-000	KATY CT
144	KH-00-056.02-01-91.00-000	KATY CT
145	KH-00-056.02-01-90.00-000	46 WINDING CARRIAGE LN
145	KH-00-056.02-01-90.00-001	46 WINDING CARRIAGE LN
146	KH-00-056.02-01-89.00-000	WINDING CARRIAGE LN
147	KH-00-056.02-01-88.00-000	WINDING CARRIAGE LN
148	KH-00-056.02-01-84.00-000	NOBLE'S POND CROSSING LN
149	KH-00-056.02-01-83.00-000	NOBLE'S POND CROSSING LN
150	KH-00-056.02-01-82.00-000	NOBLE'S POND CROSSING CT
150	KH-00-056.02-01-82.00-001	80 SILVER MEADOWS LN
151	KH-00-056.02-01-85.00-000	SILVER MEADOWS LN
152	KH-00-056.02-01-86.00-000	SILVER MEADOWS LN
153	KH-00-056.02-01-87.00-000	SILVER MEADOWS LN
154	KH-00-056.02-01-81.00-000	KENDRA CT
155	KH-00-056.02-01-80.00-000	KENDRA CT
156	KH-00-056.02-01-74.00-000	KENDRA CT
157	KH-00-056.02-01-73.00-000	KENDRA CT
158	KH-00-056.02-01-72.00-000	STEEPLECHASE DR
159	KH-00-056.02-01-71.00-000	STEEPLECHASE DR
160	KH-00-056.02-01-70.00-000	STEEPLECHASE DR
161	KH-00-056.02-01-69.00-000	STEEPLECHASE DR

Lot Number	Tax Parcel Number	Property Address
162	KH-00-056.02-01-68.00-000	STEEPLECHASE DR
163	KH-00-056.02-01-67.00-000	STEEPLECHASE DR
164	KH-00-056.02-01-66.00-000	STEEPLECHASE DR
165	KH-00-056.02-01-65.00-000	STEEPLECHASE DR
166	KH-00-056.02-01-64.00-000	STEEPLECHASE DR
167	KH-00-056.02-01-63.00-000	STEEPLECHASE DR
168	KH-00-056.02-01-62.00-000	STEEPLECHASE DR
169	KH-00-056.02-01-48.00-000	BROWN DERBY DR
170	KH-00-056.02-01-47.00-000	BROWN DERBY DR
171	KH-00-056.02-01-46.00-000	BROWN DERBY DR
172	KH-00-056.02-01-45.00-000	BROWN DERBY DR
173	KH-00-056.02-01-44.00-000	BROWN DERBY DR
174	KH-00-056.02-01-43.00-000	BROWN DERBY DR
175	KH-00-056.02-01-42.00-000	BROWN DERBY DR
176	KH-00-056.02-01-41.00-000	BROWN DERBY DR
177	KH-00-056.02-01-40.00-000	BROWN DERBY DR
178	KH-00-056.02-01-39.00-000	BROWN DERBY DR
179	KH-00-056.02-01-38.00-000	NOBLE'S POND CROSSING DR
180	KH-00-056.02-01-37.00-000	NOBLE'S POND CROSSING DR
181	KH-00-056.02-01-36.00-000	NOBLE'S POND CROSSING DR
182	KH-00-056.02-01-35.00-000	NOBLE'S POND CROSSING DR
183	KH-00-056.02-01-34.00-000	NOBLE'S POND CROSSING DR
184	KH-00-056.02-01-33.00-000	NOBLE'S POND CROSSING DR
185	KH-00-056.02-02-67.00-000	COUNTRY CLUB DR
186	KH-00-056.02-02-66.00-000	COUNTRY CLUB DR
187	KH-00-056.02-02-65.00-000	COUNTRY CLUB DR
188	KH-00-056.02-02-64.00-000	COUNTRY CLUB DR
189	KH-00-056.02-02-63.00-000	COUNTRY CLUB DR
190	KH-00-056.02-02-62.00-000	COUNTRY CLUB DR
191	KH-00-056.02-02-61.00-000	COUNTRY CLUB DR
192	KH-00-056.02-02-60.00-000	COUNTRY CLUB DR
193	KH-00-056.02-02-59.00-000	COUNTRY CLUB DR
194	KH-00-056.02-02-58.00-000	COUNTRY CLUB DR
195	KH-00-056.02-02-57.00-000	COUNTRY CLUB DR
196	KH-00-056.02-02-77.00-000	NOBLE'S POND CROSSING DR
197	KH-00-056.02-02-76.00-000	NOBLE'S POND CROSSING DR
198	KH-00-056.02-02-75.00-000	NOBLE'S POND CROSSING DR
199	KH-00-056.02-02-74.00-000	NOBLE'S POND CROSSING DR
200	KH-00-056.02-02-73.00-000	NOBLE'S POND CROSSING DR
201	KH-00-056.02-02-72.00-000	NOBLE'S POND CROSSING DR
202	KH-00-056.02-02-71.00-000	NOBLE'S POND CROSSING DR
203	KH-00-056.02-02-70.00-000	NOBLE'S POND CROSSING DR
204	KH-00-056.02-02-69.00-000	NOBLE'S POND CROSSING DR

Lot Number	Tax Parcel Number	Property Address
205	KH-00-056.02-02-68.00-000	NOBLE'S POND CROSSING DR
206	KH-00-056.02-01-78.00-000	BRIDLE CT
207	KH-00-056.02-01-79.00-000	BRIDLE CT
208	KH-00-056.02-01-75.00-000	BRIDLE CT
209	KH-00-056.02-01-77.00-000	BRIDLE CT
210	KH-00-056.02-01-76.00-000	COUNTRY CLUB DR

"Eddie VI Tax Parcel Number"

Lot Number	Tax Parcel Number	Property Address
PR. RD	KH-00-056.02-01-98.00-000	GUARD HOUSE LN

"Eddie VII Tax Parcel Numbers"

Lot Number	Tax Parcel Number	Property Address
OPEN SPACE	KH-00-056.02-01-96.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-01-97.00-000	GUARD HOUSE LN
OPEN SPACE	KH-00-056.02-03-17.00-000	PONDS EDGE WAY
OPEN SPACE, 15.6 A.	KH-00-056.02-03-18.00-000	NOBLE'S POND CROSSING

"Eddie Farm Tax Parcel Numbers"

PHASE 2-A

Map #

Lot #

KH-00-056.02-04-98.00-000
KH-00-056.02-04-99.00-000
KH-00-056.02-05-97.00-000
KH-00-056.02-05-98.00-000
KH-00-056.02-05-99.00-000
KH-00-056.02-06-19.00-000
KH-00-056.02-06-18.00-000
KH-00-056.02-06-17.00-000
KH-00-056.02-06-16.00-000
KH-00-056.02-06-15.00-000
KH-00-056.02-06-14.00-000
KH-00-056.02-05-96.00-000
KH-00-056.02-05-95.00-000
KH-00-056.02-05-94.00-000

OPEN SPACE
OPEN SPACE
ALL THE PRIVATE
ROAD
PUMP ST
OPEN SPACE
211
212
213
214
215
216
217
218
219

KH-00-056.02-05-93.00-000	220
KH-00-056.02-05-92.00-000	221
KH-00-056.02-05-91.00-000	222
KH-00-056.02-05-90.00-000	223
KH-00-056.02-05-89.00-000	224
KH-00-056.02-05-87.00-000	225
KH-00-056.02-05-88.00-000	225
KH-00-056.02-05-86.00-000	227
KH-00-056.02-05-85.00-000	228
KH-00-056.02-05-84.00-000	229
KH-00-056.02-05-83.00-000	230
KH-00-056.02-05-82.00-000	231
KH-00-056.02-05-81.00-000	232
KH-00-056.02-05-80.00-000	233
KH-00-056.02-05-79.00-000	234
KH-00-056.02-05-78.00-000	235
KH-00-056.02-05-77.00-000	236
KH-00-056.02-05-76.00-000	237
KH-00-056.02-05-75.00-000	238
KH-00-056.02-05-74.00-000	239
KH-00-056.02-05-73.00-000	240
KH-00-056.02-05-72.00-000	241
KH-00-056.02-05-71.00-000	242
KH-00-056.02-05-70.00-000	243
KH-00-056.02-05-69.00-000	244
KH-00-056.02-05-68.00-000	245
KH-00-056.02-05-67.00-000	246
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KH-00-056.02-05-32.00-000	248
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KH-00-056.02-05-30.00-000	250
KH-00-056.02-05-29.00-000	251
KH-00-056.02-05-28.00-000	252
KH-00-056.02-04-62.00-000	253
KH-00-056.02-04-61.00-000	254
KH-00-056.02-04-60.00-000	255
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KH-00-056.02-04-57.00-000	258
KH-00-056.02-04-56.00-000	259

KH-00-056.02-04-55.00-000	260
KH-00-056.02-04-54.00-000	261
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KH-00-056.02-04-43.00-000	272
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KH-00-056.02-04-15.00-000	285
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KH-00-056.02-06-12.00-000	295
KH-00-056.02-06-11.00-000	296
KH-00-056.02-06-10.00-000	297
KH-00-056.02-06-09.00-000	298
KH-00-056.02-06-08.00-000	299

KH-00-056.02-06-07.00-000	300
KH-00-056.02-06-06.00-000	301
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KH-00-056.02-04-29.00-000	412
KH-00-056.02-04-30.00-000	413
KH-00-056.02-04-31.00-000	414
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KH-00-056.02-04-06.00-000	417
KH-00-056.02-04-05.00-000	418
KH-00-056.02-04-04.00-000	419

KH-00-056.02-04-03.00-000

420

KH-00-056.02-04-02.00-000

421

KH-00-056.02-04-01.00-000

422

PHASE 3-A

MAP #

LOT #

KH-00-056.02-07-01.00-000	423
KH-00-056.02-07-02.00-000	424
KH-00-056.02-07-03.00-000	425
KH-00-056.02-07-04.00-000	426
KH-00-056.02-07-05.00-000	427
KH-00-056.02-07-06.00-000	428
KH-00-056.02-07-07.00-000	429
KH-00-056.02-07-08.00-000	430
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KH-00-056.01-05-82.00-000	854
KH-00-056.01-05-83.00-000	855
KH-00-056.01-05-84.00-000	856
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KH-00-056.01-05-91.00-000	863
KH-00-056.01-05-92.00-000	864
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KH-00-056.01-05-96.00-000	868
KH-00-056.01-05-97.00-000	869
KH-00-056.01-05-98.00-000	OPEN SPACE
KH-00-056.01-05-99.00-000	OPEN SPACE

KH-00-056.01-06-01.00-000	870
KH-00-056.01-06-02.00-000	871
KH-00-056.01-06-03.00-000	872
KH-00-056.01-06-04.00-000	873
KH-00-056.01-06-05.00-000	874
KH-00-056.01-06-06.00-000	875
KH-00-056.01-06-07.00-000	876
KH-00-056.01-06-08.00-000	877
KH-00-056.01-06-09.00-000	878
KH-00-056.01-06-10.00-000	879

KH-00-056.02-09-58.00-000 Roads on phases 3A and 4A

PHASE 5-A (FUTURE)

KH-00-056.02-08-99.00-000 Other Lands of Developer

Schedule A-1
Tax Parcel Numbers of Annexed Property

“Eddie Farm Tax Parcel Numbers”

PHASE 2-A

Map #

Lot #

KH-00-056.02-04-98.00-000
KH-00-056.02-04-99.00-000
KH-00-056.02-05-97.00-000
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KH-00-056.02-05-99.00-000
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KH-00-056.02-05-79.00-000
KH-00-056.02-05-78.00-000
KH-00-056.02-05-77.00-000

OPEN SPACE
OPEN SPACE
ALL THE PRIVATE
ROAD
PUMP ST
OPEN SPACE
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KH-00-056.02-04-03.00-000	420
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PHASE 3-A

MAP #

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KH-00-056.02-07-06.00-000	428
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KH-00-056.02-07-22.00-000	444
KH-00-056.02-07-23.00-000	445
KH-00-056.02-07-24.00-000	446
KH-00-056.02-07-25.00-000	447
KH-00-056.02-07-26.00-000	448
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KH-00-056.02-07-32.00-000	454
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KH-00-056.02-07-96.00-000	655
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KH-00-056.02-07-99.00-000	OPEN SPACE

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PHASE 4-A

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KH-00-056.01-06-10.00-000	879

KH-00-056.02-09-58.00-000 Roads on phases 3A and 4A

PHASE 5-A (FUTURE)

KH-00-056.02-08-99.00-000 Other Lands of Developer

Exhibit A-1
Annexed Property Description

ALL those certain lots, pieces or parcels of land consisting of 222.575 acres of land, more or less, being known as Phases 2A, 3A, 4A and 5A, Villages of Nobles Pond, Kenton Hundred, Kent County, Delaware, and as more fully described as follows:

BEGINNING for the same at an iron rod found on the easternmost right-of-way line of Kenton Road and at the intersection of the division line between the herein described lands of Eddie Evans Farm, LLC, Phases 2A, 3A, 4A and 5A, Villages of Nobles Pond (see D.R. D 2376 0239) and the lands now or formerly of Dinita Marie and Floyd Carlton Ridgway, II (see D.R. H 36 0069), said beginning point further being the northwesternmost corner of the herein described Phases 2A, 3A, 4A and 5A;

THENCE, leaving said beginning point so fixed and leaving Kenton Road and binding on the southernmost and the easternmost outlines of the Ridgway lands the two following courses and distances:

1. **North 63° 29' 37" East 150.00 feet** to a point, and thence;
2. **North 28° 52' 12" West 60.21 feet** to a point on the southernmost outline of the lands now or formerly of Irene L. Moose (see D.R. IS0021 0413 X 048 202);

THENCE, leaving the Ridgway lands and binding on southernmost outline of the Moose lands, the lands now or formerly of Paul C. Phillips (see D.R. D 0410 0087) and the southernmost outline of the lands now or formerly of Cynthia Mae Allen (see D.R. D 6021 0294);

3. **North 63° 24' 53" East 2,070.73 feet** to a point on the westernmost outline of the lands now or formerly of Allen Thomas Reed (see D.R. IS 0022 0057 A 0022 0148);

THENCE, leaving the Allen lands and binding on the westernmost outlines of the Reed lands, the westernmost outline of the lands now or formerly of Wanda Jean Parton (see D.R. WN 0009 0210 IS 0023 0367 A 0020 0143) and the lands now or formerly of Evans Jarrell, LLC (see D.R. D 5974 0269 WY 0006 0161 A 0024 0284) the fourteen following courses and distances:

4. **South 74° 43' 12" East 238.06 feet** to a point, thence;
5. **South 75° 08' 39" East 177.67 feet** to a point, thence;
6. **South 49° 08' 08" East 250.26 feet** to a point, thence;
7. **South 46° 05' 14" East 176.75 feet** to a point, thence;
8. **South 44° 08' 29" East 162.48 feet** to a point, thence;
9. **South 44° 14' 19" East 169.70 feet** to a point, thence;
10. **South 60° 20' 09" East 266.90 feet** to a point, thence;
11. **South 64° 44' 14" East 498.78 feet** to a point, thence;
12. **South 56° 11' 46" East 190.72 feet** to a point, thence;
13. **South 85° 04' 40" East 196.29 feet** to a point, thence;

14. **South 89° 28' 14" East 171.18 feet** to a point, thence;
15. **South 37° 47' 58" East 1,048.65 feet** to point, thence;
16. **North 61° 14' 07" East 416.17 feet** to a point, and thence;
17. **North 51° 10' 13" East 798.10 feet** to a point the northwesterly corner of the lands of Villages of Nobles Pond Phase 1A Subdivision and filed for record at the Kent County Recorder of Deeds Office on February 13, 2008 in Plot Book 99 page 24 and the lands herein described.

THENCE, leaving the Evans Jarrell, LLC lands and binding on the lands of Villages of Nobles Pond Phase 1A Subdivision the following fourteen courses and distances;

18. **South 65° 03' 34" East 53.85 feet** to a point of curvature, thence;
19. By the arc of a tangent curve to the right **205.82 feet** to a point of tangency on the southwesterly private right-of-way of Ponds Edge Way said curve having a radius of **388.00 feet** and scribed by a chord of **South 49° 51' 47" East 203.41 feet**, thence;
20. **South 34° 40' 00" East 354.14 feet** to a point of curvature of Ponds Edge Way, thence;
21. By the arc of a tangent curve to the right **36.96 feet** to a point of tangency on the northwesterly private right-of-way of Resort Boulevard said curve having a radius of **25.00 feet** and scribed by a chord of **South 07° 40' 59" West 33.68 feet** thence;
22. **South 50° 02' 20" West 216.82 feet** to a point of curvature of Resort Boulevard thence;
23. By the arc of a tangent curve to the right **40.17 feet** to a point of compound curvature on the northwesterly private right-of-way of Resort Boulevard said curve having a radius of **382.40 feet** and scribed by a chord of **South 54° 06' 46" West 40.15 feet** thence;
24. By the arc of a tangent curve to the right **22.06 feet** to a point on the northwesterly private right-of-way of Resort Boulevard said curve having a radius of **300.00 feet** and scribed by a chord of **South 60° 04' 53" West 22.05 feet** thence crossing Resort Boulevard;
25. **South 26° 45' 24" East 115.59 feet** to a point, thence;
26. **South 64° 40' 14" West 30.24 feet** to a point, thence;
27. **South 35° 38' 01" East 287.01 feet** to a point, thence;
28. **South 28° 58' 47" East 149.53 feet** to a point, thence;
29. **South 16° 25' 45" West 163.65 feet** to a point, thence;
30. **South 55° 24' 47" West 216.08 feet** to a point, thence;
31. **South 56° 01' 50" East 219.53 feet** to a point in the centerline of Fork Branch and on the northernmost outline of the lands now or formerly of Anna Marie Kucek, et. al. (see D.R. WJ 0007 0054 WB 0006 0150 WY 0004 0205);

THENCE, leaving the Villages of Nobles Pond Phase 1A Subdivision and binding on the centerline of Fork Branch and on the northernmost outline of the Kucek, et. al. lands the following nine courses and distances;

32. **South 47° 53' 28" West 89.17 feet** to a point, thence;
33. **North 88° 19' 48" West 161.75 feet** to a point, thence;
34. **North 38° 03' 34" West 155.87 feet** to a point, thence;
35. **North 89° 21' 25" West 140.19 feet** to a point, thence;
36. **South 68° 32' 54" West 253.84 feet** to a point, thence;
37. **North 90° 00' 00" West 75.60 feet** to a point, thence;
38. **South 37° 24' 57" West 243.67 feet** to a point, thence;
39. **South 82° 22' 00" West 274.39 feet** to a point, and thence;
40. **South 77° 09' 30" West 240.70 feet** to a point at the northeasternmost corner of the lands now or formerly of Saxton C. Lambertson (see D.R. D 6335 0193 C 0025 0067);

THENCE, leaving the Kucek lands and binding on northernmost outline of the Lambertson lands and the northernmost outline of the lands now or formerly of Saxton C. and Mary Ann Lambertson (see D.R. S 25/17) the three following courses and distances:

41. **South 70° 08' 52" West 391.06 feet** to a point, thence;
42. **South 60° 16' 33" West 566.38 feet** to a point, and thence;
43. **South 56° 35' 31" West 493.56 feet** to a point at the southeasternmost corner of the lands now or formerly of Susan Bramble Trionfo (see D.R. A 0055 0001);

THENCE, leaving the Lambertson lands and binding on the easternmost outline of the Trionfo lands the six following courses and distances:

44. **North 22° 28' 44" West 280.78 feet** to a point, thence;
45. **North 84° 01' 46" West 171.94 feet** to a point, thence;
46. **North 27° 31' 20" West 290.07 feet** to a point, thence;
47. **North 27° 01' 31" West 356.97 feet** to a point, thence;
48. **North 49° 57' 26" West 614.64 feet** to a point, and thence;
49. **North 11° 27' 29" West 974.42 feet** to an iron pipe found at the southeasternmost corner of the lands now or formerly of Jackie Sue Egolf Young and Deborah Lynn Egolf Shaffer (see D.R. D 6041 0129);

THENCE, leaving the Trionfo lands and binding on the easternmost and northernmost outlines of the Young and Shaeffer lands and the northern and easternmost outlines of the lands now or formerly of John T. Ward (see D.R. D 5920 0257) the four following courses and distances:

50. **North 11° 21' 31" West 347.18 feet** to a point, thence;
51. **South 68° 34' 53" West 1,056.36 feet** to a point, thence;
52. **South 78° 57' 57" West 669.21 feet** to a point, and thence;

53. **North 27° 32' 01" West 88.62 feet** to a point at the southeasternmost corner of the lands now or formerly of Donald M. and Shirley Ann Seeney (see D.R. Q 0032 0112);

THENCE, leaving the Ward lands and binding on the easternmost outline of the Seeney lands and the easternmost outline of other lands now or formerly of Donald M. and Shirley Ann Seeney (see D.R. Q 0032 0110), the easternmost outline of lands now or formerly of Lillian M. Wilson (see D.R. IS 0019 0405 0G 0021 0031), the easternmost outline of the lands now or formerly of Freda Michelle Coker Duke et. al (see D.R. D 5638 0326), the easternmost outline of lands now or formerly of Elizabeth J. Poore (see D.R. D 0447 0114) and the eastern and northernmost outline of lands now or formerly of David L. Graves (see D.R. D 0148 0105) the five following courses and distances:

54. **North 26° 01' 40" West 259.23 feet** to a point, thence;
55. **North 31° 12' 14" West 120.20 feet** to a point, thence;
56. **North 26° 00' 20" West 110.29 feet** to a point, thence;
57. **North 26° 01' 21" West 88.95 feet** to a point, and thence;
58. **South 62° 26' 31" West 131.27 feet** to a point on the easternmost right-of-way line of the aforementioned Kenton Road.

THENCE, leaving the Graves lands and binding on the easternmost right-of-way line of Kenton Road;

59. **North 28° 00' 28" West 168.63 feet** to the place of beginning.

CONTAINING in all 222.575 acres of land, more or less, as described by McCrone, Inc. Registered Professional Engineers and Land Surveyors in January of 2014.

BEING, or intending to be Phases 2A, 3A, 4A and 5A, Villages of Nobles Pond, part of all those lands conveyed to Eddie Evans Farm, L.L.C. from Noble T. Jarrell, III by deed dated September 21, 2005 and recorded among the land record books of Kent County, Delaware in Liber D 2376, Folio 239.