

# 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 CERTIFICATE OF INCORPORATION OF "THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION", FILED IN THIS OFFICE ON THE FOURTH DAY OF MAY, A.D. 2011, AT 2:23 O'CLOCK P.M.

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

4945520 8100

110491549

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8809878

DATE: 06-04-11

**CERTIFICATE OF INCORPORATION  
OF  
THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION**

FIRST: The name of this corporation is "The Villages of Noble's Pond Service Corporation" (hereinafter referred to as the "**Service Corporation**").<sup>1</sup>

SECOND: The registered office of the Service Corporation in the State of Delaware is to be located at 13 Noble's Pond Crossing, Dover, Kent County, Delaware 19904, and the registered agent at such address shall be the Service Corporation itself.

THIRD: The nature of the business of the Service Corporation is to assure that designated elements of each of the Lots are uniformly serviced and maintained in accordance with the terms and provisions of the Service Corporation Declaration 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 the terms of the Service Corporation Declaration. The duties and responsibilities of the Service Corporation shall not include any responsibility or obligation for the "Common Facilities" under 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 Recorder's Office at Volume 5787, Page 98, as it may be amended from time to time (the "**Common Facilities Master Declaration**") and managed by The Village of Noble's Pond Homeowner's Association, Inc. in accordance with the Common Facilities Master Declaration, except as expressly authorized under the Common Facilities Master Declaration.

FOURTH: The Service Corporation is not a corporation organized for profit and it shall have no capital stock. The members of the Service Corporation 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 Service Corporation (the "**Board**"). The Service Corporation 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 Service Corporation; 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

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<sup>1</sup> 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 Service Corporation (Service Corporation) 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 178, as it may be amended from time to time (the "**Service Corporation Declaration**").

account of such interest. At all the meetings of the Service Corporation, 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 Service Corporation 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 Service Corporation with the Class B membership being entitled to three hundred (300) votes at all meetings of the Service Corporation and the Class A membership being entitled to one hundred (100) votes at all meetings of the Service Corporation; 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 Service Corporation 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 Service Corporation 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 Service Corporation'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 Service Corporation's creditors. Nothing herein shall authorize the Service Corporation to make levies or assessments except for a proper corporate purpose as set forth in this Certificate of Incorporation or the Bylaws of the Service Corporation, unless this Certificate of Incorporation or the Bylaws of the Service Corporation 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 Service Corporation under the Service Corporation Declaration, the individual Lot Owners are specifically empowered to enforce those covenants in order to carry out the purpose of the Service Corporation.

FIFTH: The name and mailing address of the Incorporator is as follows:

Mary A. Field  
13 Noble's Pond Crossing  
Dover, DE 19904

SIXTH: The powers of said Incorporator shall terminate upon the filing of this Certificate of Incorporation. The business and affairs of the Service Corporation shall be carried on by the Board. The initial Board shall consist of three (3) Directors. Thereafter, upon the turnover of the Service Corporation 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 Service Corporation. 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 Service Corporation, 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

SEVENTH: The Service Corporation 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 Service Corporation 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 Service Corporation 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 Service Corporation Declaration.

EIGHTH: The Service Corporation shall be considered a “civic organization” as defined in 9 *Del. C.* §8110 (a) (1) and is subject to the following provisions:

- (i) The Service Corporation is not organized for profit;
- (ii) No part of the net earnings of the Service Corporation shall inure to the benefit of any private shareholder, member or individual; and
- (iii) Upon liquidation or dissolution of the Service Corporation, or abandonment by the Service Corporation, none of the assets of the Service Corporation 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.

NINTH: 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 Service Corporation 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.

TENTH: 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 Service Corporation shall be in the members of the Service Corporation as provided in the Bylaws of the Service Corporation.

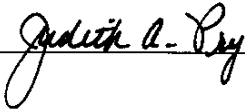
ELEVENTH: The election of the Directors of the Service Corporation need not be by ballot unless the Bylaws of the Service Corporation shall so provide.

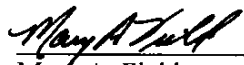
TWELFTH: The Service Corporation shall exist perpetually.

**THE UNDERSIGNED**, being the Incorporator for the purpose of forming a corporation in accordance with Title 8, Chapter 1, of the Delaware Code entitled "General Corporation Law", and the acts amendatory and supplemental thereto, if any, makes and files this Certificate of Incorporation, hereby declaring and ratifying that the facts herein are true, and accordingly, has set his hand and seal the 29<sup>th</sup> day of April, 2011.

In the Presence of:

Incorporator:

  
\_\_\_\_\_

  
\_\_\_\_\_  
Mary A. Field



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

Instrument Number: 2011-189305

Recorded On: May 11, 2011

As-Miscellaneous Without Notation

Parties: VILLAGES OF NOBLES POND SERVICE CORPORAT

To VILLAGES OF NOBLES POND SERVICE CORPORAT

# of Pages: 23

Comment:

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

Miscellaneous Without Notation	251.00
# of Pages	22
	0
Total:	251.00

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

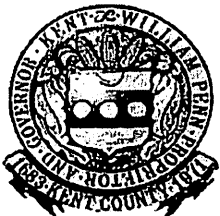
**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2011-189305  
Receipt Number: 289929  
Recorded Date/Time: May 11, 2011 03:03:20P  
Book-Vol/Pg: BK-RE VL-5808 PG-235  
User / Station: C Yerkes - Cashier 4

PARCELS INC  
PO BOX 27  
WILMINGTON DE 19899



*Betty Lou McKenna*

Accepted for Filing in:  
Kent County  
Doc# 189305  
On: May 11, 2011 at 03:03P

22  
\$ 251 -

**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

**BYLAWS**  
**OF**  
**THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION**



**BYLAWS  
OF  
THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is "The Villages of Noble's Pond Service Corporation" (hereinafter referred to as the "Service Corporation"). 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 Service Corporation (Service Corporation) 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 178, as it may be amended from time to time (the "Service Corporation 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 Service Corporation'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 Service Corporation and the year of its incorporation.

**ARTICLE III  
MEMBERS**

The Service Corporation is not a corporation organized for profit and it shall have no capital stock. The members of the Service Corporation 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 Service Corporation (the "Board"). The Service Corporation 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 Service Corporation; 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 Service Corporation, 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 Service Corporation 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 Service Corporation with the Class B membership being entitled to three hundred (300) votes at all meetings of the Service Corporation and the Class A membership being entitled to one hundred (100) votes at all meetings of the Service Corporation; 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 Service Corporation or Owners of any Lots in the Community. Thereafter, Directors must be members of the Service Corporation. 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 Service Corporation 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 Service Corporation 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 Service Corporation, or supplied by the member to the Service Corporation 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 Service Corporation.

**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 Service Corporation 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 Service Corporation 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 Service Corporation 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 Service Corporation 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 Service Corporation or Owners of any Lots in the Community. Thereafter, Directors must be members of the Service Corporation and shall be elected by ballot, by plurality vote and, thereafter, any Director who ceases to be a member of the Service Corporation shall also automatically cease to be a Director and Officer of the Service Corporation. 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 Service Corporation. 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 Service Corporation. 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 Service Corporation Declaration ) and exercise all powers as provided in the Service Corporation Declaration;
- (b) Exercise for the Service Corporation all powers, duties and authority vested in or delegated to the Service Corporation and not reserved to the membership by other provisions of these Bylaws, the Certificate of Incorporation, or the Service Corporation 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 Service Corporation 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 Service Corporation;
- (b) Supervise all officers, agents and employees of the Service Corporation, and to see that their duties are properly performed;
- (c) As more fully provided herein, and in the Service Corporation 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 Service Corporation under the Service Corporation Declaration;
- (f) Cause all officers, employees or independent contractors having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) Cause each Lot to be serviced and maintained as provided under the Service Corporation Declaration;
- (h) Maintain the Docket as provided herein; and
- (i) Perform such other duties as provided in the Service Corporation 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 Service Corporation 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 SERVICE CORPORATION**

The officers of the Service Corporation 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 Service Corporation 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 Service Corporation. 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 Service Corporation; 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 Service Corporation 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 Service Corporation and shall see that their duties are properly performed.

The President shall submit a report of the operations of the Service Corporation 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 Service Corporation, 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 Service Corporation and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Service Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Service Corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the Service Corporation 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 Service Corporation,

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 Service Corporation 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 Service Corporation, 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 Service Corporation. Such bond and security shall, if required, be provided at the Service Corporation'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 Service Corporation. Immediately upon an assessment becoming delinquent as provided in the Service Corporation 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 Service Corporation'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 Service Corporation 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 Service Corporation 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 Service Corporation of payment thereof in full. Upon receipt by the Service Corporation 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 Service Corporation 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 Service Corporation Master Agreement, each member is deemed to covenant and agrees to pay to the Service Corporation:

- (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 Service Corporation shall be used for the purposes more particularly described and defined in the Service Corporation 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 Service Corporation as set forth in the Certificate of Incorporation, these Bylaws, and the Service Corporation 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 members in good standing who are voting in person or by proxy at the annual meeting. 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 Service Corporation 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 Service Corporation 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 Service Corporation 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 Service Corporation. 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 Service Corporation 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 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 Service Corporation shall at all times, during reasonable business hours, be subject to inspection by any member. The Service Corporation Declaration, the Certificate of Incorporation and the Bylaws of the Service Corporation shall be available for inspection by any member at the principal office of the Service Corporation, 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 SERVICE CORPORATION 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 Service Corporation may approve.

#### **ARTICLE XIII MEMBERS OF RECORD**

The Service Corporation shall be entitled to treat the title holder or holders of record of any Lot as members in fact of the Service Corporation, 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 Service Corporation 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 Service Corporation.

**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 Service Corporation 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 Service Corporation, have hereunto set their hands this 9 day of May, 2011.

Witness:

Shirley L. Carey

Mary Field  
Mary Field, Director

Shirley L. Carey

Judy Pry, Director  
Judy Pry, Director

Shirley L. Carey

Colleen Ostafy, Director  
Colleen Ostafy, Director

STATE OF DE )  
COUNTY OF Kent ) SS.

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  
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

**CERTIFICATION**

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of The Villages of Noble's Pond Service Corporation, a Delaware corporation, and that the foregoing Bylaws constitute the original Bylaws of said Service Corporation, 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 Service Corporation 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 (Seal)  
Notary Public or Notarial Officer  
Print Name: Donna D. Faubel  
My Commission Expires: 9/4/11

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

**SCHEDULE "A"**  
**Tax Parcel Numbers**

"Eddie I Tax Parcel Numbers"

**PHASE 1A**

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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



<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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"**

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

**"Eddie VII Tax Parcel Numbers"**

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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 2015 00268340

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

Instrument Number: 2015-268340

Recorded On: January 13, 2015

As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND SERVICE CORPORAT

To VILLAGES OF NOBLES POND SERVICE CORPORAT

# of Pages: 9

Comment:

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

Miscellaneous With Notation	111.00	Marginal Notation	7.00
# of Pages	8	# of Notes	1
	0		0
Total:	118.00		

*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: 2015-268340  
Receipt Number: 339925  
Recorded Date/Time: January 13, 2015 11:24:51A  
Book-Vol/Pg: BK-RE VL-7486 PG-290  
User / Station: C Yerkes - Cashier 4

PARCELS INC  
PO BOX 27  
WILMINGTON DE 19899



*Betty Lou McKenna*

8  
1 note  
\$ 118.

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

Accepted for Filing in:  
Kent County  
Doc# 268340  
On: Jan 13, 2015 at 11:24A

**FIRST SUPPLEMENT TO SCHEDULE "A" OF BYLAWS OF  
THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION**

**THIS FIRST SUPPLEMENT TO SCHEDULE "A" OF BYLAWS OF THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION** (this "**Supplement**") is made effective the 6<sup>th</sup> day of January, 2015 (the "**Effective Date**"). Any capitalized term not otherwise defined herein shall have the meaning given to such term in that certain Bylaws of The Villages of Noble's Pond Service Corporation, 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 235 (the "**Bylaws**").

Recitals

**WHEREAS**, in accordance with Article II, Section B of the Service Corporation Declaration, Declarant has extended the covenants, conditions, and restrictions contained in the Service Corporation Declaration, and annexed within the Property and Community, the Phase 2A Annexed Property (as defined in that certain Third Amendment to Master Declaration of Easements, Covenants and Restrictions for the Villages of Noble's Pond (Service Corporation), dated December 23, 2014, and recorded in the Recorder's Office at Volume 7486, Page 254); and

**WHEREAS**, in connection with the annexation of the Phase 2A 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 Service Corporation, have hereunto set their hands effective as of the Effective Date.

Witness:

Joshua Walton  
Joshua Walton

Joshua Walton  
Joshua Walton

Joshua Walton  
Joshua Walton

Mary Field, Director  
Mary Field, Director

Judy Pry, Director  
Judy Pry, Director

Colleen Ostafy, Director  
Colleen Ostafy, Director

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF KENT )

BE IT REMEMBERED, that on this 6<sup>th</sup> day of JANUARY, 2015, 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 Service Corporation, 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.

Benjamin T. Garrett (Seal)  
Notary Public or Notarial Officer  
Print Name: BENJAMIN T. GARRETT  
My Commission Expires: 09-01-2015



**FIRST SUPPLEMENT TO SCHEDULE "A" OF BYLAWS OF  
THE VILLAGES OF NOBLE'S POND SERVICE CORPORATION**

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

"Eddie Farm Tax Parcel Numbers"

**PHASE 2-A**

<b><u>Map #</u></b>	<b><u>Lot #</u></b>
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
KH-00-056.02-06-15.00-000	215
KH-00-056.02-06-14.00-000	216
KH-00-056.02-05-96.00-000	217
KH-00-056.02-05-95.00-000	218
KH-00-056.02-05-94.00-000	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
KH-00-056.02-05-33.00-000	247
KH-00-056.02-05-32.00-000	248
KH-00-056.02-05-31.00-000	249
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
KH-00-056.02-04-59.00-000	256
KH-00-056.02-04-58.00-000	257
KH-00-056.02-04-57.00-000	258
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KH-00-056.02-04-45.00-000	270
KH-00-056.02-04-44.00-000	271
KH-00-056.02-04-43.00-000	272
KH-00-056.02-04-42.00-000	273

KH-00-056.02-04-41.00-000	274
KH-00-056.02-04-40.00-000	275
KH-00-056.02-04-39.00-000	276
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KH-00-056.02-04-17.00-000	283
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KH-00-056.02-05-40.00-000	354
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KH-00-056.02-05-42.00-000	356
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KH-00-056.02-04-30.00-000	413
KH-00-056.02-04-31.00-000	414
KH-00-056.02-04-32.00-000	415
KH-00-056.02-04-33.00-000	416
KH-00-056.02-04-06.00-000	417
KH-00-056.02-04-05.00-000	418
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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



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

Instrument Number: 2011-188326

Recorded On: April 26, 2011

As-Miscellaneous Without Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

# of Pages: 64

Comment:

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

Miscellaneous Without Notation	661.00
# of Pages	63
	0
<b>Total:</b>	<b>661.00</b>

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

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**File Information:**

**Record and Return To:**

Document Number: 2011-188326  
Receipt Number: 289234  
Recorded Date/Time: April 26, 2011 10:45:16A  
Book-Vol/Pg: BK-RE VL-5787 PG-178  
User / Station: C Yerkes - Cashier 4

REGAL CONTRACTORS LLC  
410 SOUTH BRANDYWINE AVE  
DOWNTOWN PA 19335



*Betty Lou McKenna*

\$ 10.00

**Tax Parcel Nos: See Schedule A, attached hereto and made a part hereof**

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

**MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS  
FOR  
THE VILLAGES OF NOBLE'S POND  
(SERVICE CORPORATION)**

**THIS MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "**Declaration**") is made effective the 26<sup>th</sup> day of April, 2011, 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 the Design Guidelines (as hereinafter defined); 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 Declarant, each Owner and their respective successors and assigns in title, and occupants, visitors and users of all or any portion of the Property, and for the benefit of each parcel of land shown on the Plan and for the benefit of Declarant and the Owners of all or any portion of the Property.

#### **ARTICLE I** **DEFINITIONS**

The following definitions shall be applicable to the words defined as used herein:

A. “**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.

B. “**Annexable Property**” shall mean and refer to any real property contiguous to or in the vicinity of the Property, including the Adjacent Property.

C. “**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, the Common Facilities Master Declaration.

D. **“attached hereto”** shall mean “attached hereto and made a part hereof by reference as if fully rewritten herein”.

E. **“Board”** shall mean and refer to the Board of Directors of the Service Corporation.

F. **“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.

G. **“Club Property Owner”** shall mean and refer to Eddie Evans Farm Phase V, LLC, a Delaware limited liability company, its successors and assigns.

H. **“Committee”** shall mean and refer to the Architectural Control Committee established under Article V.

I. **“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 DeIDOT, 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 the Common Facilities Master 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 Common Facilities Master Declaration and which are managed by the Association in accordance with Common Facilities Master 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.

J. **“Common Facilities Master Declaration”** shall mean and refer to that certain Master Declaration of Easements, Covenants and Restrictions for The Villages of Noble’s Pond (Association) by Declarant, dated April ~~26~~<sup>27</sup>, 2011, and recorded in the Recorder’s Office at Book 5787, Page 98.

K. **“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.

L. **“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.

M. **"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.

N. **"Design Guidelines"** shall mean and refer to those certain Design Guidelines and Procedures promulgated by Declarant, a copy of which is maintained by the Association at the Association offices, as the same may be amended by Declarant at any time and from time to time.

O. **"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 which may, in the absence of immediate action by Declarant, the Service Corporation, or an Owner, as applicable, and as otherwise provided under this Declaration (i) pose an immediate threat or irreparable harm to Declarant, the Service Corporation 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 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 (iv) invoke, create or impose civil or criminal liability upon Declarant, the Service Corporation or any Owner by any governmental authority or third parties or (v) as reasonably determined by Declarant.

P. **"including"** shall mean "including, without limitation," and shall be construed as a word or phrase of illustration and not a term of limitation.

Q. **"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.

R. **"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.

S. **"Lot Maintenance"** shall mean trimming, edging and cutting the grass of each Lot and snow removal from, and sanding or salting of, any driveway and front sidewalk on each Lot, and such other services and maintenance to be performed on each Lot, from time to time, by the Service Corporation as determined by the affirmative vote of not less than sixty-seven percent (67%) of the total votes of all Members (the **"Additional Lot Maintenance"**). Any such Additional Lot Maintenance may be modified, reduced, expanded or eliminated, from time to time, by the affirmative vote of not less than sixty-seven percent (67%) of the total votes of all Members. Lot Maintenance does not include (a) any other general landscaping maintenance and yard maintenance activities, such as branch and leaf removal, weeding, mulching, grass seeding and yard pruning, (b) any maintenance and sealing of and repairs to any driveways, walkways, patios and decks and any snow removal from any patios or decks, (c) any maintenance and repairs to any ground irrigation system (including winterizing), or (d) any trash collection, on or associated with such Lot, unless and until any of the foregoing is included in Additional Lot Maintenance by the affirmative vote of not less than sixty-seven percent (67%) of the total votes of all Members as aforesaid.

T. **"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.

U. **"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 Service Corporation.

V. **"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.

W. **"Participating Builder"** shall mean and refer to an 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.

X. **"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.

Y. **"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 \_\_\_\_, Page \_\_\_\_, 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.

Z. "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 Service Corporation in accordance with the provisions of this Declaration. Notwithstanding anything contained herein to the contrary, Property shall expressly except and exclude the Club Property.

AA. "Property Documents" shall collectively mean and refer to any one or more of the documents, of record or not of record, with respect to, applicable to, or affecting all or any portion of the Property, including (a) the Plan, (b) this Declaration, (c) the Common Facilities Master Declaration, (d) the certificate of incorporation and bylaws of the Association filed and/or formed pursuant to the Common Facilities Master Declaration or otherwise (as amended from time to time, the "Association Documents"), and (h) the certificate of incorporation and bylaws of the Service Corporation filed and/or formed pursuant to this Declaration or otherwise (as amended from time to time, the "Service Corporation Documents").

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

CC. "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, this Declaration.

## ARTICLE II

### DECLARANT'S RIGHT TO SUBJECT PROPERTY TO DECLARATION

A. 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.

B. Annexations. 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 Service Corporation, 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 II.C 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 Service Corporation shall require the consent of two-thirds (2/3) of each class of Members.

C. Supplementary Declaration. 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 Service Corporation 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 III of this Declaration.

D. Deannexation. Declarant may deannex any property annexed within the Property or Community and the jurisdiction of the Service Corporation as provided in this Article or any portion of the Property without the consent of any Owner, Member, or any other third party, or the Service Corporation, 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.

### ARTICLE III THE SERVICE CORPORATION

A. In order that certain specific and designated elements of each individual Lot are uniformly serviced and maintained as provided under this Declaration for the benefit of

all the Owners, Declarant shall incorporate the Service Corporation.

B. The purchaser of any Lot by acceptance of a deed to such Lot, agrees, obligates, and binds such purchaser and such purchaser's heirs, successors and assigns, to become a Member of the Service Corporation and to be bound by all of its rules and regulations, and to be subject to all of the duties and obligations imposed by membership in the Service Corporation.

C. Each Owner of a Lot, by acceptance of a deed for such Lot, is deemed to covenant and agree to pay to the Service Corporation when due (a) semi-annual (or such other interval of time as may be provided by the Service Corporation) assessments or charges and (b) special assessments established and collected from time to time as hereinafter provided, such assessments to be fixed at a uniform rate for all Lots, and used solely and exclusively by the Service Corporation for the purposes set forth herein.

D. Each Owner of a Lot further covenants and agrees, at the time of settlement on the purchase of any Lot to pay to the Service Corporation such Owner's pro-rata share of the costs associated with the Lot Maintenance.

E. A semi-annual (or such other interval) assessment shall be set by a majority of the votes cast at the annual meeting of Members, and any special assessments, if necessary, shall be set by a majority of the votes cast at the annual meeting of Members or at a special meeting duly called for such purpose.

F. Each Owner of any Lot by acceptance of the deed thereto shall be deemed to covenant and agree that the semi-annual (or such other interval) and special assessments, together with such interest thereon and cost of collection thereof, including reasonable attorneys' fees, which shall become a part of the assessment, shall be a charge on such Lot and shall be a continuing lien upon such Lot against which each such assessment is made. In addition, the Service Corporation may, from time to time, establish a schedule of reasonable fines to be levied for the nonpayment of such assessments. Each such assessment, together with such reasonable fines and interest thereon and the costs and expenses of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due and shall remain such Owner's personal obligation and shall not pass to successors in title unless expressly assumed. 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 of the Lots the Owner from the time of acquiring title thereto shall be held to have covenanted and agreed to pay such assessments to the Service Corporation. By such Owner's acceptance of title to such Lot, such Owner shall be held to vest in the Service Corporation the right and power in such Owner's own name, to take and prosecute all actions or suits, legal, equitable, or otherwise, which may be, in the opinion of the Service Corporation, necessary or advisable for the collection of such assessments, and shall be held to agree that no Owner may waive or otherwise avoid liability for the assessments herein provided for the non-use or abandonment of such Owner's Lot. If any assessment is not paid when due, after the due date, it shall be deemed delinquent, and if 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, or the

highest rate of interest allowed by law, whichever is lower.

G. The assessments levied by the Service Corporation shall be used exclusively for the purpose of the Lot Maintenance and such incidental costs and expenses incurred by the Service Corporation associated therewith, including the payment of wage taxes and liability insurance thereon, and for the cost of reasonable labor, services, equipment, materials, management and supervision thereof.

H. The lien of all assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale 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 to any mortgage or mortgages whatsoever on such property.

I. Notwithstanding anything contained in this Declaration to the contrary, the following properties subject to this Declaration shall be exempt 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 (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 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.

J. The semi-annual assessments provided for herein shall commence on the conveyance of the first Lot to an Owner (excluding any Participating Builder) by Declarant or any Participating Builder and shall be due and payable in advance on the first day of January and July thereafter.

K. The Service Corporation shall keep a Residential Assessment Lien Docket (the "**Docket**") at the registered office of the Service Corporation, which, at the date of recording hereof, is at **13 Noble's Pond Crossing, Dover, DE 19904**. Immediately upon an assessment becoming delinquent as herein above provided, the Treasurer of the Service Corporation 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 Service Corporation'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 Service Corporation that such attorney-at-law 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 Service Corporation from time to time), 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:



1. Whether the current assessment is paid; and/or
2. 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 Service Corporation of payment thereof in full. Upon receipt by the Service Corporation 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."

L. In the event any Owner of a Lot fails or neglects to promptly pay in full, when due, any and all semi-annual (or such other interval) or special assessments, then, in addition to any other rights and remedies available to the Service Corporation as provided herein, or at law or in equity, the Service Corporation 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 Service Corporation (without being liable to such 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.

#### **ARTICLE IV** **MEMBERSHIP AND VOTING RIGHTS**

A. Membership. Every Owner of a Lot shall be a Member of the Service Corporation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

B. Voting Rights. The Service Corporation shall have two (2) classes of voting membership; Class A and Class B Members:

1. 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 Service Corporation; 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 Service Corporation, 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 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.

2. 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 Community and 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 Service Corporation with the Class B membership being entitled to three hundred (300) votes at all meetings of the Service Corporation and the Class A membership being entitled to one hundred (100) votes at all meetings of the Service Corporation; 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 memberships.

C. 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 Service Corporation, 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, at any time, 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 Service Corporation within ten (10) days of such election.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**  
**DESIGN STANDARDS AND REVIEW**

A. General Provisions. Subject to the provisions of Article VI, Section B hereof, no dwelling, structure, improvement, landscaping or other man-made object, including any play equipment, buildings, tennis courts, basketball courts, children's recreation equipment or other recreational or sporting facilities, decks, patios, porches, pool houses, swimming pools, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, fences, walls, mailboxes and outdoor lighting, together with all forms or types of landscaping (collectively, the "Lot Improvements") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified except in accordance with the Design Guidelines and without the expressly written consent and approval of the Committee in accordance with the provisions of this Article V. In addition, no Lot Improvements, once approved by the Committee, shall be altered, extended, added to, removed or otherwise modified, nor shall any additional structures of any nature be erected, used or maintained nor shall any exterior change or alteration be made (including exterior facade color changes or change in grade or drainage) to the Lot Improvements except in accordance with the Design Guidelines and this Declaration. In the event of any conflict between the Design Guidelines and this Declaration, the Design Guidelines shall govern and control.

B. The Committee. The Committee shall consist of a minimum of one (1)

member up to a maximum of three (3) members. Committee members may be either individuals or any representative of any form of entity, including a corporation, limited liability company, partnership or trust, provided committee members shall be either an Owner or a designee of the entities that constitute Declarant or any Participating Builder (individually a "Committee Member" and collectively the "Committee Members"). The initial Committee Members shall consist of **Mary A. Field ("Declarant Designee")**, as the designee of Declarant, and an architect licensed in the State of Delaware as designated by Declarant Designee. Declarant Designee shall serve as the Chairman of the Committee and the initial Committee Members, as well as their respective successors, shall have the right to resign and be replaced by a Committee Member, from time to time selected by Declarant; provided, however, that so long as Declarant holds title to all or any portion of the Property, including any Lot, then Declarant Designee shall remain the Chairman unless and until the Declarant Designee either resigns or is removed for just cause, as determined by a court of competent jurisdiction. Any such successor shall serve until such time as the Committee Member either resigns or is removed by Declarant (with or without cause) at any time upon written notice. The initial Committee Members shall serve until such time as Declarant Designee shall designate their respective successors. Meetings shall be held at the offices of Declarant or such other places within Kent County as may be designated by the Chairman. The Committee shall keep accurate records of its membership and actions and shall from time to time, as warranted, notify all Owners of any change in the membership of the Committee as a result of resignations and replacements of Members. The Committee shall meet when and as it deems reasonably necessary in order to discharge its obligations and responsibilities, including rendering any decisions specified in this Declaration. The Committee may establish its own rules for the conduct of its meetings and its decision making process which shall be adopted, promulgated, applied and enforced in a uniform and non-discriminatory manner among the Owners as the Committee deems reasonable and necessary; provided, however, that any decision of the Committee shall be made by a majority vote of its members. Any such rules shall be distributed to the Owners and may be amended, from time to time, by a majority of the Committee. In addition, the Committee is authorized to retain the services of consulting architects, landscape architects, attorneys or other professionals to advise and assist the Committee in performing its duties and responsibilities hereunder.

C. Criteria For Submission, Review and Decision on Plans.

1. Any request from an Owner for any Lot Improvements shall be in writing and shall be submitted to the Committee on such forms and applications and to such address(es) as the Committee may adopt and direct from time to time and shall include, when applicable, two (2) sets of plans and specifications by a Delaware licensed architect and/or landscaper (as applicable) as to the nature and kind of such Lot Improvements, showing the location of the proposed Lot Improvements to be constructed on the Lot, together with final grade lines, shape, height, floor plans, materials and color scheme, and a landscape plan, if applicable, as well as the proposed builder or contractor intending to construct or install such Lot Improvements (collectively the "Plans and Specifications").

2. In passing upon such Plans and Specifications, the Committee, in accordance with the provisions of this Declaration, shall consider the aesthetic suitability and harmony of the Lot Improvements to be constructed, to and with the Lot on which it is proposed to be located; the comparability of the height, profile and color scheme with neighboring

residences whether same be existent, under construction, or approved for construction; the impact of the item to be constructed on the environment, including the preservation of trees and open spaces, and surface water drainage, the effect of the proposed Lot Improvement, and its planned usage and purpose, on the outlook of neighboring Lots; and the quality of the materials to be used in construction and the proposed method of construction including the effect of lighting and signage upon neighboring Lots. The terms "aesthetic suitability and harmony" shall be interpreted to encourage the use of traditional architecture and stone and other materials approved by the Design Guidelines and otherwise found in other homes and structures in the general area. No exterior colors or materials initially installed by Declarant or subsequently approved by the Committee shall be changed through replacement, repair, redecoration, repainting or otherwise, except upon prior submission to and approval by the Committee, which approval may be withheld in the Committee's reasonable discretion. With respect to Lot Improvements including driveways and turnarounds, fences, walls, recreational facilities, barbeques and patios, the Committee shall have the right in its absolute and sole but good faith discretion to prohibit such Lot Improvements altogether if in the opinion of the Committee the construction and use of such Lot Improvements will necessitate the removal of valuable trees, cause drainage problems, or have a detrimental effect on the outlook from or use of neighboring Lots or violate any Design Guidelines.

3. In the event that repair, replacement or other work on the Lot Improvements becomes necessary, or the erection of any additional structures is necessary, then any such work shall, to the extent practicable, be performed so that the condition and appearance is equal to and identical to the condition and appearance of the dwelling, building, structure or improvement as originally constructed, or with respect to additional structures, the construction and appearance is in architectural harmony with the Lot Improvements as originally built and developed under this Declaration, together with any other requirement imposed under this Declaration.

4. The Committee reserves the right to approve in advance proposed architects, builders and landscape designers.

5. Review Fee. Except for Lot Improvements to be constructed by any applicable Participating Builder or Declarant, any application to the Committee for review shall be accompanied by a reasonable application fee (as determined and published to the Owners from time to time by the Committee) to defray the cost of professional services that the Committee may reasonably incur to properly evaluate an Owner's Plans and Specifications (the "**Review Fee**"). The Committee may waive the Review Fee on a case by case basis if the application for any such Lot Improvements does not require the Committee to incur any professional fees or services in connection with its review and evaluation of the Plans and Specifications. The Review Fee shall be non-refundable unless the applicant withdraws its application prior to the Committee incurring any professional fees or expenses in connection with its review and evaluation of the application. All Plans and Specifications submitted to the Committee shall be retained by the Committee and shall not be returned to the applicant, unless the Committee elects to do so.

6. Review and Decision Process. Within thirty (30) days after the Owner has submitted all the required Plans and Specifications to the Committee, the Committee

shall notify the Owner in writing whether such Plans and Specifications are either approved or disapproved. Any disapproval or objections shall be in writing and shall be detailed and shall include an explanation for the basis or reason for such disapproval or objections, together with such reasonable changes, modification or other alterations and recommendations as appropriate or practicable that would render the Plans and Specifications acceptable to the Committee and in compliance with the review and approval criteria established under this Declaration. In the event Declarant fails to approve or disapprove an Owner's submission of the Plans and Specifications in writing within the said thirty (30) day period, then the Committee's approval shall be conclusively presumed to have been granted, provided, however that the aforesaid presumption shall not be deemed a waiver of the applicable provisions of this Declaration or the Design Guidelines or be deemed to be the prior written approval of the Committee under any specific provision herein. No construction of the Lot Improvements provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned thirty (30) day period or the receipt of the Committee's written approval of the Plans and Specifications, whichever occurs first.

7. Time for Review of Revised Plans and Specifications. In the event the Committee shall disapprove any part of the Plans and Specifications as submitted in accordance with this Section, then the Owner shall have the opportunity to revise its Plans and Specifications to incorporate such changes, modifications, additions or deletions, as applicable, and shall resubmit the revised Plans and Specifications to the Committee, if the Owner so chooses, together with an additional Review Fee and the Committee shall have twenty (20) days within which to review such revised Plans and Specifications and to determine the Owner's compliance with the Committee's designated changes. In the event the Committee fails or neglects to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance (or non-compliance) within the twenty (20) day period, then the Committee's approval shall be conclusively presumed to have been granted subject to the conditions provided for in paragraph (6) above applicable to such presumption. Any disapproval by the Committee of such revised and resubmitted Plans and Specification shall be communicated to the Owner in a written response in accordance with the details required for the Committee's approval as provided in paragraph (6) above.

8. Changes in Approved Plans and Specifications. Once the Committee has approved an Owner's Plans and Specifications and the Lot Improvements, then the Owner shall not, in any manner, change, revise or otherwise modify the approved Plans and Specifications or the Lot Improvements without first securing the Committee's written approval in the manner prescribed under this Article V. Declarant shall endeavor to review such changes, revisions or other modifications within a shorter period of time than the thirty (30) days provided above, but shall not be required to do so.

9. Approval for Landscaping Plans. Landscaping shall be approved by the Committee in the same manner as set forth above. In addition to all applicable foregoing guidelines no excavation shall be made, or fill, sand, gravel, crushed stone, brick, asphalt, concrete or the like be placed, set or poured on any Lot so as to cause any blatant and material change in the appearance of such Lot from the street or from any neighboring Lots, unless the Committee shall first have consented in writing and the same is in accordance with the Design Guidelines. No fences, walls, hedges or other barriers shall be erected on any Lot without the

approval of the Committee, and no existing fences, hedges or barriers shall be removed without the approval of the Committee.

10. Dispute Resolution Process. Notwithstanding anything contained in this Declaration to the contrary, if any Owner believes that either the disapproval of any Plans and Specifications submitted by the Owner to the Committee or the Committee's proposed changes to such Plans and Specifications that may be required for the Committee's approval are arbitrary and capricious, then any such Owner may, as its sole and exclusive remedy, submit to dispute to final and binding arbitration 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 such Act. The fees of such arbitrator and all reasonable costs and expenses by the Committee in defending its decision(s) shall be paid by the Owner, unless the arbitrator specifically finds and rules that the Committee acted in an arbitrary, capricious and meritless manner, in which event the Owner shall not be required to reimburse the Committee for its reasonable costs and expenses. In determining any question, matter, or dispute before such arbitrator, the arbitrator shall apply the provisions of this Declaration without varying there from in any respect, and shall not have the power or authority to add, modify, or otherwise change any of the provisions of this Declaration. The parties to any such arbitration agree to reasonably cooperate, to obtain the cooperation of their employees, agents and contractors, as applicable; to use reasonable efforts to supply as witnesses such employees, agents and contractors, as applicable; and to produce any relevant documents that may be required.

11. Approvals/Disapprovals. Neither the Committee, nor its agents, employees, representatives, and its successors and assigns shall be liable or responsible for any costs, expenses, fines or damages of any kind or nature (including consequential, punitive or special damages) to any Owner or to any other person submitting Plans and Specifications to the Committee for approval or to any third party by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve any Plans and Specifications. In addition, neither Declarant nor the Committee shall be responsible for determining the safety or structural soundness of any Lot Improvements proposed or contained within the Plans and Specifications presented to the Committee for its review under this Article V or their compliance with all applicable Laws. Every person who submits Plans and Specifications to the Committee for approval, as provided herein, agrees, by submission of such Plans and Specifications, and every Owner or person claiming by or through the Owner agrees, by acquiring title to any Lot or any interest in any Lot, that it shall not initiate, commence or prosecute any action, claim or suit against the Committee, its agents, employees or representatives to recover any such damages, costs, expenses, fines, including special, consequential or punitive damages with respect to any approval, denial or failure to approve any Plans and Specifications or their compliance or non-compliance with all applicable Laws and such Owner shall indemnify and hold the Committee harmless from and against any and all such damages.

12. Governmental/Third Party Approvals. Notwithstanding any approval granted by the Committee to any Owner under this Article V, any such Owner shall also be solely responsible and liable for obtaining any and all licenses, approvals, permits, authorizations, variances, special exceptions or other approvals from any and all applicable

governmental agencies, bodies or political subdivisions, as well as any consents and approvals from any third parties and compliance with all applicable Laws with respect to any such Lot Improvements and Plans and Specifications. Once the Committee has approved an Owner's Plans and Specifications and the Lot Improvements, then the Owner shall not, in any manner, change, revise or otherwise modify the approved Plans and Specifications or the Lot Improvements in order to obtain any such license, approval, permit, authorization, variance, special exception or other approval without first securing the Committee's written approval in the manner prescribed under this Article V.

13. Notices. Any written communications, submittals or notices to the Committee or the Owners as contemplated or provided under this Article V shall be sent to the then current address for the Committee as provided to the Owners from time to time in writing and to the applicable Owner(s) by certified mail, return receipt requested or by hand delivery with a receipt confirming such hand delivery, as follows:

If to Committee:

**Mary A. Field  
13 Noble's Pond Crossing  
Dover, DE 19904**

If to an Owner

To the address last appearing on the books of the Corporation or as otherwise provided by the Owner in writing.

The Committee and/or an Owner may at any time change its address for notification purposes under this Article V by mailing as aforesaid a notice stating the change and setting forth the new address to the Committee and/or the Owners, as applicable. In the absence of any current address for any Owner in the books of the Service Corporations, then the Committee may rely upon and use the name and address provided by the Kent County Tax Assessment Office for the Lot of any such Owner for purposes of any notice or communication required under this Article V.

D. Exclusions. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Article V shall not apply to all or any portion of the Property owned by Declarant or any Participating Builder and nothing in this Article V shall apply to the construction and/or development activities of Declarant or any Participating Builder, and their respective contractors, subcontractors, suppliers, materialmen or agents.

**ARTICLE VI**  
**USE RESTRICTIONS**

A.

1. 55+ Community. Consistent with the provisions of the Fair Housing Act, 42 U.S.C., Section 3601 et. seq., as amended from time to time and in accordance with 6 Del. C. §4600 et. seq. and 25 Del. C. §5116(d) and consistent with regulations promulgated in support of the several statutes, tenancy and residency are limited to where one or more residents of at least eighty percent (80%) of the residences situated on the Lots in the Community from time to time shall be fifty-five (55) years of age or older, and no person who has not attained the age of eighteen (18) years shall reside in any residence on a permanent basis; provided, however, that any person(s) under the age of eighteen (18) years may reside temporarily in a residence as long as the term of such occupancy does not exceed thirty (30) days within a single calendar year. In addition, subject to the foregoing temporary residence provision, one (1) approved caregiver may also reside within the residence. The guidelines and criteria for determining an "approved caregiver" (the "guidelines") shall be promulgated by Declarant and shall be provided to any resident seeking the services of any such approved caregiver upon the written request of the Owner of any Lot. The guidelines relating to an approved caregiver may be amended from time to time as Declarant deems appropriate. If, subsequent to the date of this Declaration, the Fair Housing Act at either the federal or state level is amended to permit additional classifications of adult residents, Declarant intends that, in accordance with the terms of this Declaration, the age fifty-five (55) restrictions herein established pursuant to this paragraph shall be deemed modified accordingly.

2. An Owner will use the dwelling located on such Owner's Lot for residential purposes only; operating any type of business in the Community is not permitted.

3. No building, driveway, structure, fence, wall, outdoor furniture or outdoor ornaments, sidewalks, walkways, paths, flagpoles, or other structure erection shall be commenced, nor shall any addition to or change be made upon any of the Lots until complete and comprehensive plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, driveway and frontage on such Lot of such buildings or other structure erections, and the name of the contractor, shall have been submitted for approval, in writing, to Declarant. Declarant shall have the right to refuse to approve any such building plans and specifications which are not, in its sole judgment, desirable for aesthetic or other reasons, and in so passing upon such plans and specifications it may consider the harmony thereof with the surroundings and the outlook from and enjoyment of adjacent or neighboring properties. Declarant shall have the right to refuse to approve a proposed contractor if Declarant believes such contractor will not promptly complete the construction in a workmanlike manner. All construction, whether new or an alteration, or an addition, shall be promptly pursued to completion without undue delay and in any event shall be completed within one month of its commencement, unless a later date for completion is approved in writing by Declarant. All decisions of Declarant shall be final. No permanent or temporary clothes lines or clothes trees or fences shall be permitted on any Lot.



4. Loud parties are not permitted and noise must be held to a minimum between 10:00 P.M. and 7:00 A.M. No vendors are permitted to solicit in the Community without the prior written consent of the Service Corporation. No Owner nor any tenant, lessee, agent, guest, invitee, licensee or family member of such Owner shall engage in any conduct which would result in the disruption of the rights of others entitled to the quiet enjoyment of the Community.

5. No unattached garage(s) shall be erected on any Lot.

6. No structure shall be erected on any Lot unless it complies with the applicable front, rear and side yard setback requirements of the applicable Kent County Ordinance, as modified by certain waivers or variances granted by Kent County for the Property and/or the Design Guidelines promulgated by Declarant, whichever requirements are stricter.

7. The planting of additional shrubs and flowers by the Owner of the Lot within four feet of the front and rear and three feet on each side of the residential dwelling located on such Lot is encouraged. With the exception of reasonable digging necessary with respect to the planting of the above-referenced additional shrubs, no Owner shall dig on any other portion of such Owner's Lot without the prior written consent of Declarant. No fence, wall, hedge or mass planting shall be erected or permitted. Each Owner must maintain all plantings and flower beds in accordance with the Design Guidelines. No permanent or temporary storage of any kind, including tents, shacks, barns, sheds, above ground exterior fuel and propane tanks, or other outbuilding or utility buildings shall be permitted.

8. Each Owner shall keep the Lot owned by such Owner clear of any debris. No outside burning of rubbish or other fires shall be permitted. In the event that any such Owner shall not keep such Owner's Lot in a presentable condition, the Service Corporation may, after reasonable notice, enter and perform such work as is necessary to restore such Lot to a presentable condition. The Owner will then be liable to the Service Corporation for payment for the cost of such work.

9. All Lots shall be used for single-family dwelling houses. No more than one dwelling house may be erected on a single Lot. No truck, trailer, recreational vehicle, or other similar unit shall be placed on any Lot or parked on any street anywhere else in the community temporarily or permanently. Vehicles are not to be left jacked up or without wheels. All vehicles must have all required current registration tags and be operable.

10. No livestock or farm animals, chickens or fowl of any kind shall be kept or allowed to remain on any Lot.

11. No trade, business, commerce, industry, profession or occupation shall be conducted on any Lot. This provision, however, shall not prevent the maintenance and carrying on of the business of selling houses or leasing lots on the premises of Lots of Declarant nor shall it prevent Declarant, its successors and assigns, from using one or more Lots as a sample house. This paragraph shall not prohibit Service Corporation from storage of all equipment and from maintaining all necessary buildings necessary to meet Service Corporation's maintenance obligations.

12. No family care homes, or day care centers shall be erected or permitted to be operated from any single-family dwelling or any Lot. Any attempted construction of such homes or centers or operation of such facilities within existing residences shall be considered a direct violation of this Declaration, as it violates the overall neighborhood community development plan.

13. No Owner's individually-owned or leased oil, gas, petroleum, propane or other fuel tanks shall be stored in, above, under or upon any individual Lot or within the Community. These restrictions are not intended to preclude the use of personal 20-pound or less gas or propane individual grills.

14. No signs (except for political signs in close proximity to elections) shall be erected on any Lot nor displayed internally from any home or other structure situated on a Lot. Declarant retains the right to display advertising signs on Lots.

15. All Owners shall be responsible for damage done by them or their agents or business invitees or social guest invitees to any sidewalks, walkways, curbs or the roadbed in front of or along their Lot. All road repairs shall be made in accordance with the requirements of the Service Corporation and/or the Delaware Department of Highways and Transportation, whichever are more stringent, and all sidewalk and curb repairs shall be made in accordance with the requirements of the Service Corporation and/or the Department of Highways and Transportation, whichever are more stringent.

16. All Owners of Lots shall be required to hook up to the central water system of Tidewater Utilities and the central sewer system of Kent County to be provided and installed by Declarant or business entities performing such work at Declarant's request. All Owners, unless relevant law precludes, shall be required to pay any and all pro rata service fees, hook-up and connection fees and usage fees that may be assessed by Tidewater Utilities and Kent County on a monthly, quarterly or annual basis pursuant to standard billing practices for such services. No individual well or septic systems shall be permitted to be installed on any Lot.

17. The driveway areas accessing any street shall be initially constructed by Declarant or its agent and required to be constructed with asphalt, concrete or similar compositions. No dirt or stone access driveways shall be permitted. Subsequent to the initial construction of driveway areas, each Owner shall be responsible for maintaining such Owner's driveway area. No vehicle or other obstruction shall be permitted to block any public sidewalk at any time.

18. All sidewalk or walkway areas and driveways situate on or within any Lot shall be initially constructed by Declarant. Subsequent to the initial construction, all walkways and driveways situate on or within any Lot shall be maintained by Owner to the standards of Declarant.

19. Perpetual easements for the installation and maintenance and repair of sewer, water, gas, propane, telephone, electric, cable and drainage facilities, private information facilities, public sidewalks where applicable, and walking paths for the benefit of all Owners or private utility companies ultimately operating such facilities are reserved both as

shown and recorded on the Plan and over each Lot within the applicable setback areas as amended by granted setback waivers for the Community. No building or structure shall be erected within or over such easement area occupied or reserved for such facilities. All reserved easement areas shall be co-existent with the front, side and rear setback requirements of the applicable Kent County Ordinance as modified by the waivers or variances granted by Kent County.

20. Owners are responsible for the interior and exterior maintenance and upkeep of the residential dwelling located on such Owner's Lot and any and all driveways (sealing and/or repair), walkways, ground irrigation system (winterizing, drainage and repair) and any appurtenant structures located on such Lot. Homes must be maintained in the same condition, design and color as when originally purchased. No structural changes or color changes to the exterior of the home shall be permitted without the written consent of Declarant. All window treatments shall be lined in white.

21. Exterior home improvements, replacements, and temporary or permanent additions of any nature must be approved in advance in writing by Declarant. Drawings and specifications must be submitted in writing prior to starting construction. After Declarant has received all of the above documentation, Declarant will review and if in order, approve. Owners must secure any building permit or permits required by Kent County, Delaware that may be required for any such improvements, replacements or additions. All requests and approvals must be in writing. Bridges, planks, walkways or similar structures bridging stormwater management ditches are not permitted under any circumstances.

22. The Service Corporation must pre-approve the removal of any existing plants as well as pre-approving the type of plants and the planting locations in advance of any Lot work. There shall be no fruit and nut bearing trees and shrubs within the Community and no additional trees may be planted within any Lot without the prior written consent of the Service Corporation. No lawn ornaments, decorations or furniture shall be placed on any lawn outside of the four feet of the front and rear and three feet on each side as stated above. Outdoor Holiday decorations must be taken down within 10 days after the Holiday.

23. Owners are responsible for the costs of utilities to include water, sewer, gas, electric, cable and telephone associated with such Owner's Lot and the residential dwelling located thereon. Owners are responsible for maintaining tight water, sewer and gas connections under and in their homes up to the public connections and for keeping their own water and sewer connections from freezing. Owners will be responsible for any and all damages from frozen pipes or meters.

24. Each Owner is required to have the trash container provided by Kent County Department of Public Works. With the exception of trash collection day, all trash containers shall be concealed from public view and placed in the garage located on such Owner's Lot by the end of the collection day. Properly prepared trash containers may be placed behind the curb, but not on the sidewalk adjacent to the front property line of an Owner's Lot beginning at 6:00 p.m. on the day before collection and placed in the garage located on such Owner's Lot by the end of the collection day. All trash collection fees are the responsibility of Owner.

25. Motor Vehicles.

(a) *Speed Limit:* A speed limit of fifteen miles per hour (15 mph) must be observed throughout the Community at all times. Each violation will be treated as a separate incident of non-compliance.

(b) *Parking:* At least two (2) off-street parking spaces (one (1) car in garage and one (1) car in driveway) are provided at each Lot. Sidewalks cannot be blocked by any vehicle parked in the driveway of any Lot and no vehicle or other form of obstruction shall be permitted to block any public walkway at any time. Parking on the streets is not permitted under any circumstance.

(c) *Repairs:* Motor vehicle repairs are not permitted anywhere in the Community. Owners are financially responsible for any damage caused by themselves, their vehicles, or their guest's vehicles to the parking spaces, sidewalks or road surfaces.

(d) *Miscellaneous:* Unlicensed, unregistered, abandoned, or inoperable vehicles, commercial vehicles, mini-bikes, and other motorized recreational vehicles are not permitted anywhere in the Community. Owners are not permitted to store campers, boats, trailers, oversized trucks, storage containers or the like outside of their garage or anywhere else in the Community. However, Owners may obtain written permission from the Service Corporation to park recreational vehicles and/or storage containers in their driveways for up to twenty-four (24) hours for loading and unloading purposes only.

26. Pets. Only indoor domestic pets are permitted in the Community and are limited to two (2) per Lot. Owners must register pets with the Service Corporation. When outside the home, pets must be accompanied and on a leash at all times. No pets may be tied or restrained outside on any Lot or the Common Facilities or at any other location within the Community at any time. Owners must clean up after their pets immediately. No kennels, doghouses, dog runs or the like are permitted in the Community. Any pet that repeatedly constitutes an annoyance to other Owners or to Declarant will be denied further occupancy in the Community. Owners shall not permit their pets to invade the privacy of another Owner's Lot. Pets are not permitted in the Common Facilities. No pets are permitted in any Community buildings with the exception of properly licensed service animals. Owners shall be responsible for any and all costs of removal of the pet by the appropriate authority. Should any Owner get a new pet, registering with the Service Corporation is mandatory.

B. Satellite Dishes/Antennas. Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Committee shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Committee reserves the right to amend and modify any requirements governing installation, maintenance, and use of Antennas, which may be more

restrictive than as set forth herein and which may, in the discretion of the Committee, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot without prior written approval as required by Article V. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such Antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an Antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

C. Exclusions. Notwithstanding anything contained in this Declaration to the contrary, the provisions contained in this Article VI shall not apply to all or any portion of the Property owned by Declarant or any Participating Builder and nothing contained in this Article VI shall apply to the construction and development activities of Declarant or any Participating Builder, and their respective contractors, subcontractors, suppliers, materialmen or agents.

## ARTICLE VII DECLARATION OF EASEMENTS AND RIGHTS

A. Declaration of Easements and Rights. In addition to all other easements and rights contained herein, the following easements and rights are hereby granted, declared and/or reserved:

1. Declarant for itself and for benefit of the Service Corporation, together with their respective successors and assigns, expressly grants and reserves nonexclusive and perpetual easements and rights-of-way on, through, under, over and across the Lots and Common Facilities, for the limited purposes of providing ingress, egress and regress to the Lots as may be reasonably required or necessary to perform and conduct the Lot Maintenance to be performed by the Service Corporation. In consideration of the grant of the foregoing rights, the Service Corporation, by the exercise of the easement and other rights granted and reserved hereunder, shall be deemed to covenant and agree that: (1) such Lot Maintenance shall be conducted in such a manner so as not to unreasonably interfere with or restrict the use or enjoyment of any Lot by the Owner of such Lot and such Owner's agents, tenants, invitees, licensees, and guests; (2) such Lot Maintenance shall be performed and conducted in such a manner as to minimize the extent, degree and scope of any disturbance of or damage to the Lots and Common Facilities; (3) the Service Corporation shall promptly correct and remedy any damages, nuisances or wastes arising from or associated with such Lot Maintenance and to promptly restore any areas of the Lots and Common Facilities disturbed or damaged by such Lot Maintenance to the condition (to the extent reasonably practicable ) which existed prior thereto; and (4) its contractors, subcontractors, agents, employees, representatives or other third parties under the control or authorization of the Service Corporation shall not store any vehicles, equipment, materials, supplies, debris or other items on any of the Lots in connection with such Lot Maintenance, except as may be reasonably required and subject to the individual Lot Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Service Corporation is expressly authorized, directed and permitted to perform the Lot Maintenance and to promulgate such reasonable rules, procedures and regulations (and any

amendments thereto) regarding the performance of the Lot Maintenance as in its discretion will be for the mutual benefit of all of the Owners and which shall promote the safe, efficient and economical performance and completion of the Lot Maintenance.

2. Declarant hereby creates, imposes, grants, establishes, retains, reserves and conveys unto itself the absolute right (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 (i) submit all or any portion of the Property to the provisions of the Unit Property Act of the State of Delaware (25 Del. C. §2201, et seq.) and/or the Delaware Uniform Common Interest Ownership Act (25 Del. C. §81-101, et seq.), or other similar common ownership Law, and/or any condominium regime created or existing at any time on any portion of the Property, (ii) grant easements, both temporary and permanent, to all public authorities and utility companies over all or any portion of the Property, (iii) modify, alter or otherwise change in any manner whatsoever the size, number, type, product mix and location of the Lots and any and all dwellings, buildings, structures and other improvements thereon and/or on any other portion of the Property (except for any such Lots or any such dwellings, buildings, structures or other improvements located on any Lots conveyed by Declarant to an Owner) in conjunction with the development of the Property, (iv) subdivide and resubdivide all or any portion of the Property (except for any Lots conveyed by Declarant to an Owner), (v) convey all or any portion the Property (except for any Lots conveyed by Declarant to an Owner), (vi) modify, amend, alter or otherwise change in any manner whatsoever the Plans and Property Documents (provided that any such modification, amendment, alteration or other change does not adversely affects the value of any Lot conveyed by Declarant to an Owner), (vii) construct, modify, alter or otherwise change in any manner whatsoever the Common Facilities, (viii) take whatever other action with respect to all or any portion of the Property, including any dwellings, buildings, structures or other improvements located thereon and the Common Facilities (except for any Lots conveyed by Declarant to an Owner), as Declarant may deem necessary or desirable in conjunction with the development of the Property, and (ix) maintain sales offices, management offices, construction offices, models, signs and parking areas relating to the dwellings, buildings, structures and other improvements, throughout those portions of the Property owned by Declarant; provided that the exercise of any one or more of the above-referenced rights by Declarant shall not unreasonably interfere with or restrict the use or enjoyment of any Lot by the Owner of such Lot and such Owner's agents, tenants, invitees, licensees, and guests. Without limiting the foregoing, Declarant may place "For Sale" or "For Rent" signs on any of its unsold or unoccupied dwellings, buildings, structures or other improvements. Further, without limiting the generality of the foregoing, Declarant reserves the absolute right (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, 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, 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 give effect to any one or more of the foregoing rights, and any Person having any interest in the Property, including any Owner, any Participating Builder, the Service Corporation, and the Association, if requested by Declarant, shall promptly join in and execute such instruments, agreements, plans, applications,

authorizations, documents, deeds, easements, restrictions, causes of action, appeals and amendments.

3. Each Lot is hereby declared to have an easement, not exceeding one foot (1') in width, over all adjoining portions of the Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of a structure or building, roof overhangs, gutters, yard drains, 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 such Owner. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that minor encroachments over adjoining portions of the Property shall be permitted and that there shall be easements for the maintenance of said encroachments so long as they shall exist.

4. With respect to any step, patio, deck, downspout or yard drain or other similar structure that may benefit any portion of the Property and is constructed by Declarant and which may encroach upon any other portion of the Property, there is hereby reserved for the benefit of such portion of the Property 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 such other portion of the Property, but only to the extent that Declarant's original construction thereof encroaches within such other portion of the Property. The Owner of the portion of the Property benefiting from such easement agrees to maintain such structure or item and to indemnify and hold the Owner of such other portion of the Property harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.

5. There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a free, non-exclusive, perpetual blanket easement upon, across, over and under the Property (provided such easement does not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof) 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 to connect to and use any such utilities which may exist or be located upon the Property 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, to affix and maintain electrical or telephone wires and conduits, sewer and water drainage lines, on, above, or below any portion of the Property, 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. There is further reserved unto Declarant the absolute right (but not the obligation) to erect entry features, promotional and other similar items within the Property provided they do not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof. There is further reserved unto Declarant the absolute right (but not the obligation) to grant specific

easements, both temporary and permanent, to any Person, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Paragraph. Further, without limiting the generality of the foregoing, Declarant reserves the absolute right (but not the obligation) 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 Person having an interest in the Property; provided, however, that if requested by Declarant, any Person having an interest in the Property shall promptly join in and execute such confirmatory easements and other agreements. Declarant shall promptly repair any damage caused by Declarant and resulting from the exercise by Declarant of any one or more of the rights reserved under this subsection.

6. There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a free, non-exclusive, perpetual blanket easement upon, across, over and under the Property (provided such easement does not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof) for the purpose of entering all and every portion of the Property during the period of construction and sale of any dwellings, structures, buildings and other improvements on all or any portion of the Property, and for the purpose of maintaining the Property and performing such operations as in the sole subjective and absolute opinion of Declarant may be reasonably required, convenient or incidental to the construction of any dwellings, structures, buildings and other improvements on all or any portion of the Property, including a business office, sales/leasing office, storage area, construction yards, signs, displays and model units.

7. There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a free, non-exclusive, perpetual blanket easement upon, across, over and under the Property (provided such easement does not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof), for the purpose of entering all or any portion of the Property 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 or any dwellings, building, structures or other improvements thereon.

8. There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a free, non-exclusive, perpetual blanket easement upon, across, over and under the Property (provided such easement does not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof) 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 the Property.

9. Declarant reserves a free, perpetual blanket easement and right on, over and under all portions of the Property 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. Such right expressly includes the right to cut or prune 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, including all public authorities and utility companies, over any part of the Property in furtherance of the blanket easement created by this Paragraph.

10. The rights and duties of 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:

a. 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 Declarant and Owners of all other Lots for the installation, maintenance, repair, replacement, inspection, operation and use of all Utilities. The Owner of any Lot and Declarant shall each 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 all or any portion of the Property in which the Utilities lie. to inspect, repair, replace and generally maintain such Utilities.

b. The right granted in subsection (1) above shall be only to the extent necessary to entitle the Owner of the property serviced by the Utilities 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.

11. 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 any other portion of the 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.

12. A mutual right and easement for utility services is hereby established for the benefit of all Owners such that no action which would in any way interfere with utility services being provided to any Owner within the Property shall be taken by any Owner. 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, then the Owner of such Lot shall promptly, at such Owner's expense, repair any damage to such Utilities caused by such Owner, or such Owner's tenants, lessees, agents, guests, invitees, licensees or family members.

13. There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a free, non-exclusive, perpetual blanket easement upon, across, over and under the Property (provided such easement does not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof), for the following purposes: (i) ingress and egress to and from any and all portions of the Property by trucks, construction equipment, construction personnel and the like; (ii) to construct, install,

reconstruct, alter, modify, remove and replace the Common Facilities or any dwellings, buildings, structures or other improvements within the Property; (iii) to excavate, fill and coordinate the height, grade, slope and contour of the Property, 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, in its sole subjective and absolute discretion, to develop the Property, to comply with requirements imposed by Kent County, Delaware, or any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Property, and/or to comply with applicable Laws.

14. There is hereby reserved unto Declarant, for the benefit of Declarant and its agents, a free, non-exclusive, perpetual blanket easement upon, across, over and under the Property (provided such easement does not unreasonably interfere with the use and enjoyment of the Property by Owners entitled to the use and enjoyment thereof) for all purposes deemed necessary and appropriate by Declarant relating to the ownership, development and improvement of the portion of the Property owned by it or for the improvement of which it is responsible, including the development, improvement, construction, management, marketing, leasing and sale of Lots, Common Facilities and on-site improvements for the benefit of all or any portion of the Property, and the discharge of its obligations or the exercise of its rights under this Declaration and other covenants and easements, agreements with government agencies, agreements among themselves, and requirements of law. Such easements shall include, but not be limited to, the right of vehicular and pedestrian access, the movement, parking and storage of vehicles, equipment and materials, and any and all construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models, offices and parking areas, and the erection and maintenance of directional and promotional signs; provided however that nothing herein shall be deemed to permit Declarant to construct improvements or to park vehicles or to store materials overnight on any Lot not owned by Declarant, without such Lot's Owner's prior consent. Declarant may approve the placement and relocation from time to time of trailers, signs or parking areas on the Common Facilities, in such manner, of such size, in such locations and for such duration as Declarant deems appropriate, in its sole subjective and absolute discretion. Until the completion of construction and other obligations with respect to a particular portion of the Property, Declarant reserves and shall have an easement over and through the Common Facilities and any Lot necessary to complete such construction (including call-back and punch list work).

### **ARTICLE VIII** **COMMON FACILITIES AND LOT MAINTENANCE**

A. **Common Facilities Maintenance.** The Association shall maintain, repair and replace the Common Facilities and shall keep the Common Facilities in good order and repair at all times in accordance with the terms, covenants and conditions contained in the Common Facilities Master Declaration.

B. **Lot Maintenance.** The Service Corporation shall perform the Lot Maintenance and the Additional Lot Maintenance, if any, in accordance with the terms, covenants and conditions contained in this Declaration. Each Owner shall (1) maintain and

repair any Lot owned by such Owner and any and all dwelling units, buildings, structures and other improvements, including driveways and walkways, located on any Lot owned by such Owner and shall keep any and all such Lots and dwelling units, buildings, structures and other improvements in good order and repair at all times in accordance with the terms, covenants and conditions contained in this Declaration and (2) perform (a) any other general landscaping maintenance and yard maintenance activities, such as branch and leaf removal, weeding, mulching, grass seeding, and yard pruning, (b) any maintenance and sealing of and repairs to any driveways, walkways, patios and decks and any snow removal from any patios or decks, (c) any maintenance and repairs to any ground irrigation system (including winterizing), and (d) any trash collection, on or associated with any Lot owned by such Owner, unless and until any of the foregoing is included in Additional Lot Maintenance by the affirmative vote of not less than sixty-seven percent (67%) of the total votes of all Members.

### **ARTICLE IX** **MANAGEMENT**

A. **Management Agent.** The Board may employ for the Service Corporation 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:

1. 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

2. to provide for the care, upkeep, maintenance and surveillance of the Lots and perform the Lot Maintenance; and

3. to designate, hire and dismiss such personnel as may be required for the good working order, maintenance and efficient operation of the Lots; and

4. 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 Lots; and

5. to provide such other services (including legal and accounting services) for the Service Corporation as may be consistent with law and the provisions of this Declaration.

B. **Duration of Management Agreement.** Any management agreement entered into by the Service Corporation 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 Service Corporation 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 X**  
**MISCELLANEOUS PROVISIONS**

A. **Enforcement.** Declarant, the Service Corporation, 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 Service Corporation or any rule or regulation promulgated by the Service Corporation pursuant to its authority as provided in this Declaration, or the certificate of incorporation or bylaws of the Service Corporation. Failure by Declarant, the Service Corporation 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 Service Corporation 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 Service Corporation cannot be adequately remedied by action at law or exclusively by recovery of damages. If Declarant, the Service Corporation, 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 Service Corporation, 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 Service Corporation 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 Service Corporation provided, however, that the Service Corporation 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.

B. **Amendments to Declaration.**

1. Subject to the limitations set forth in Article X, Section C.6 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, 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.

2. Subject to the limitations set forth in Article X, Section C.6 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.

3. 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.

4. Subject to Article X, Sections B.1, 2 and 3 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.

5. Any amendment must be recorded in the Recorder's Office.

6. 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.

7. 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.

C. Declarants' Power of Attorney. Subject to the limitations set forth in Article X, Section C.6 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:

1. 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

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 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

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 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

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 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.

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).

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.



D. Duration of Declaration. 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.

E. 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.

F. Assignment by Declarant. Declarant shall, without notice to, action by, or consent of the Service Corporation, the Association, any Owner, Any Member 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.

G. 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 Service Corporation at the time of such mailing.

H. Enforcement. Except as otherwise expressly provided in this Declaration to the contrary (or as provided under 10 Del. C. § 348, as amended, or any other statute) in the event any Owner or their respective tenants and subtenants, agents, contractors, visitors, licensees, and invitees breaches any covenant or obligation or undertaking as provided in this Declaration and fails to remedy or rectify such breach within ten (10) days after written notice from Declarant or the Service Corporation, specifying the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then Declarant or the Service Corporation, as applicable, shall be entitled to exercise any and all rights and remedies available at law or in equity, including seeking monetary damages (but expressly excluding consequential, punitive or special damages), specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such ten (10) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such breach shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause Declarant, the Service Corporation or any non-defaulting Owner to incur directly or indirectly any civil or criminal penalty, fine, violation, citation or other adverse governmental

or third party action. Each right and remedy which Declarant or the Service Corporation may have under this Declaration or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. Any costs, fees and expenses incurred by the prevailing party, including reasonable attorneys' fees, arising out of or relating to breaches and disputes under this Declaration will be paid by the non-prevailing party as determined by a court of competent jurisdiction.

I. 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.

J. 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, binding upon, inuring to the benefit of, and enforceable by Declarant, the Owners, and the Service Corporation as specifically provided hereinabove, and all subsequent Owners, and their respective legal representatives, heirs, successors and assigns.

K. Waiver. The failure of Declarant, any Owner, or the Service Corporation 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.

L. Use of Common Facilities. The rights, duties, obligations of and the restrictions and limitations upon the Owners and the Association with respect to the use and operation of the Common Facilities shall be governed and controlled by the Common Facilities Master Declaration, this Declaration, the Association Documents and the Service Corporation Documents, together with any recorded conservation easements or other recorded instruments or agreements which are recorded either prior to or subsequent to this Declaration and any amendments or supplements thereto.

M. 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.

N. 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.

O. 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.

P. Agricultural Warning. 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 now or 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.

Q. 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.

R. Successors of Declarant. 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").

1. 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:

(a) 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

(b) 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

(c) 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.

S. Declarant Reserved Rights. No amendment to this Declaration or the bylaws or certificate of incorporation of the Service Corporation 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 Service Corporation may remove, revoke, or modify any right, reservation or privilege of any Participating Builder without the prior written consent of such Participating Builder.

T. 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.

U. Party Walls.

I. 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 or improvement which is built as part of the original

construction of the dwellings, structures or other improvements upon the Property and any replacement thereof.

2. Projections. In the event that any portion of any dwelling, structure or improvement, as originally constructed by Declarant or any Participating Builder, including any party wall, fence, deck or other projection shall protrude over an adjoining Lot, then such dwelling, structure or improvement (collectively the "Projections") shall not be deemed to be an encroachment upon the adjoining Lot or Lots, and no Owner shall maintain any action for removal of any such Projections or 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 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 Declarant or any Participating Builder. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restrictions.

3. 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.

4. 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.

5. 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.

6. 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.

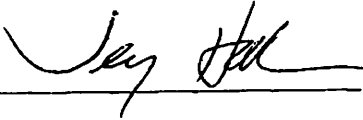
V. Prohibition Against Inconsistent Restrictions. The Association, Service Corporation and Owners shall not adopt or record any easements, covenants, agreements, or other restrictions or requirements which are materially inconsistent with, or create any unreasonable interference with, or otherwise materially 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.

W. Club Property Exclusion. Notwithstanding anything contained in this Declaration to the contrary, the provisions of this Declaration shall not apply to all or any portion of the Club Property without the express written consent of the Club Property Owner, which consent may be granted or not granted in the Club Property Owner's sole subjective and absolute discretion for any reason or no reason whatsoever.

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 herunto 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**

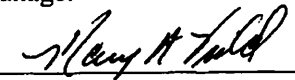
By: Delaware Community Management, LLC,  
its Manager

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 )

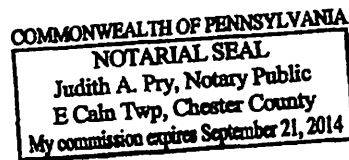
BE IT REMEMBERED, that on this 15<sup>TH</sup> day of April, 2011, personally came before me, the Subscriber, a Notary Public for the State of Delaware, Mary A. Field, manger of Delaware Management, LLC, being the manager of each of **Eddie Evans Farm Phase I, LLC, Eddie Evans Farm Phase VI, LLC, and 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





Mortgage 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:

[Signature]

FOX CHASE BANK

By: [Signature] (SEAL)

Name: Brett V. Long

Title: S. Vice President

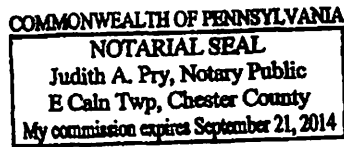
STATE OF Pa :

COUNTY OF Chester : ss.

THIS INSTRUMENT was acknowledged before me on this 25<sup>TH</sup> 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 Mortgage 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, L.L.C, 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**

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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 RD
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 RD
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
		98 NOBLE'S POND CROSSING
100	KH-00-056.02-02-30.00-000	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
		82 NOBLE'S POND CROSSING
111	KH-00-056.02-02-29.00-000	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"

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

"Eddie VII Tax Parcel Numbers"

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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 April 26, 2011, and recorded on April 26, 2011, in the Office of the Recorder of Deeds in and for Kent County, Delaware (the "Recorder's Office") at Book 5787, Page 178, 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 April 26, 2011, and recorded on April 26, 2011, in the Recorder's Office at Book 5787 Page 98, 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:

I. 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



70 2011 00193518

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

Instrument Number: 2011-193518

Recorded On: August 04, 2011 As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

# of Pages: 11

Comment:

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

Miscellaneous With Notation	131.00	Marginal Notation	7.00
# of Pages	10	# of Notes	1
	0		0
<b>Total:</b>	<b>138.00</b>		

*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: 2011-193518  
Receipt Number: 293377  
Recorded Date/Time: August 04, 2011 08:51:03A  
Book-Vol/Pg: BK-RE VL-5894 PG-284  
User / Station: C Yerkes - Cashier 3

NOBLES POND



*Betty Lou McKenna*

10  
Note  
F138-

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  
(SERVICE CORPORATION)**

**THIS FIRST AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "**Amendment**") is made effective the 1st day of August, 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 (Service Corporation), 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 178 (the "**Original Declaration**") (Any capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Original Declaration); and  
188326 / 2011

**WHEREAS**, in accordance with Article X, Section B.1 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 Article X, Section C.6 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. Article VI, Section A.14. The first sentence of Article VI, Section A.14 of the Original Declaration is amended by adding the phrase ““For Sale” signs, provided that such signs are professional in both appearance and quality” at the end of the parenthetical found therein so that, after the addition of the aforementioned phrase, Article VI, Section A.14 shall read as follows: “14. No signs (except for political signs in close proximity to elections and “For Sale” signs, provided that such signs are professional in both appearance and quality) shall be erected on any Lot nor displayed internally from any home or other structure situated on a Lot. Declarant retains the right to display advertising signs on Lots.”

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: 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

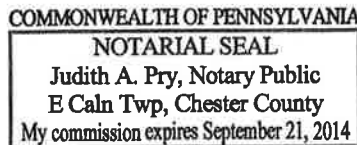
Judith A. Pry

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF Kent )

BE IT REMEMBERED, that on this 3<sup>rd</sup> day of August, 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**

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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
8	KH-00-056.02-01-08.00-001	
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
10	KH-00-056.02-01-10.00-001	
		590 NOBLE'S POND CROSSING RD
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
14	KH-00-056.02-01-14.00-000	WATERS EDGE DR

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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



<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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”

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

“Eddie VII Tax Parcel Numbers”

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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



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

Instrument Number: 2014-263299

Recorded On: October 07, 2014

As- Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

# of Pages: 15

Comment:

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

Miscellaneous With Notation	171.00	Marginal Notation	7.00
# of Pages	14	# of Notes	1
	0		0
Total:	178.00		

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: 2014-263299  
Receipt Number: 336492  
Recorded Date/Time: October 07, 2014 03:03:30P  
Book-Vol/Pg: BK-RE VL-7377 PG-282  
User / Station: C Yerkes - Cashier 4

YOUNG, CONAWAY, STARGATT & TAYLOR  
RODNEY SQUARE  
1000 NORTH KING STREET  
WILMINGTON DE 19801



*Betty Lou McKenna*

14  
1 note  
\$178.

Tax Parcel Numbers: See Schedule A attached hereto

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

Accepted for Filing in:  
Kent County  
Doc# 263299  
On: Oct 07, 2014 at 03:03P

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

**THIS SECOND AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "Amendment") is made effective the 1st day of October, 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 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 (Service Corporation), 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 178, as amended by that certain First Amendment dated August 1, 2011, and recorded in the Recorder's Office at Volume 5894, Page 284 (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 Article X, Section B.1 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, 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 Article X, Section C.6 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.

A. New Article I, Sections DD and EE. The following new Sections DD, EE and FF shall be inserted in Article I immediately after Section CC contained therein:

“DD. “**Garden Lot**” shall mean and refer to each of the forty-four (44) Lots designated as Lots 55 through 70, 72 through 81, 85 through 90, 97, 98, 103, 104, 107 through 110, and 127 through 130, inclusive, on the Plan, and no other Lots whatsoever.

EE. “**Garden Lot Landscaped Area**” shall mean and refer to that portion of the front yard of a Garden Lot that faces the street measured horizontally from the finished front outside surface of the residential dwelling located on such Garden Lot extended by an imaginary line to the side lot lines for such Garden Lot and extending to the street side lot line of such Garden Lot. Notwithstanding anything contained herein to the contrary, Garden Lot Landscaped Area shall expressly except and exclude any and all other portions of any Lot.

FF. “**Garden Lot Plantings**” shall mean and refer to those certain plants, shrubs, and other landscaping as are originally Constructed by Declarant or a Participating Builder in the Garden Lot Landscaped Area.”

B. Article V, Section A. Article V, Section A is amended by deleting the phrase “Subject to the provisions of Article VI, Section B hereof” found in the first sentence thereof, and inserting “Subject to the provisions of Article VI, Section B and Article VIII, Section C hereof” in place thereof.

C. Article VI, Section A.7. Article VI, Section A.7 is amended by deleting Article VI, Section A.7 in its entirety and inserting the following new Article VI, Section A.7 in place thereof:

“7.

(a) The planting of additional shrubs and flowers by the Owner of any Lot (expressly excepting and excluding the Owner of any Garden Lot) within four feet of the front and rear and three feet on each side of the residential dwelling located on such Lot (expressly excepting and excluding any Garden Lot) is encouraged.

(b) The planting of additional shrubs and flowers by the Owner of a Garden Lot within four feet of the rear of the residential dwelling located on such Lot is encouraged. Notwithstanding anything contained herein to the contrary, (a) the Owner of a Garden Lot shall not plant any shrubs, flowers, or other plantings of any kind or nature, other than grass, on the portion of such Garden Lot that is located to the side of the residential dwelling located on such Garden Lot, such portion of such Garden Lot to remain planted with grass at all times, and (b) other than in accordance with Article VIII, Section C hereof, the Owner of a Garden Lot shall not plant any shrubs, flowers, or other plantings of any kind or nature on the Garden Landscaped Area.

(c) With the exception of reasonable digging necessary with respect to the planting of the above-referenced additional shrubs, no Owner shall dig on any other portion of such Owner's Lot without the prior written consent of Declarant. No fence, wall, hedge or mass planting shall be erected or permitted on any Lot. Subject to Article VIII, Section C hereof, each Owner must maintain all plantings and flower beds in accordance with the Design Guidelines. No permanent or temporary storage of any kind, including tents, shacks, barns, sheds, above ground exterior fuel and propane tanks, or other outbuilding or utility buildings shall be permitted on any Lot."

D. New Article VIII, Section C. The following new Section C shall be inserted in Article VIII immediately after Section B contained therein:

"C. Garden Lot Landscaped Area Maintenance.

1. Maintenance. Each Owner shall Maintain, at such Owner's sole cost and expense, the Garden Lot Landscaped Area and the Garden Lot Plantings located on such Owner's Garden Lot in the same condition, layout and design, and with the same types of plants, as are originally Constructed by Declarant or a Participating Builder, including general landscaping maintenance and yard maintenance activities, such as branch and leaf removal, weeding, mulching, pruning, replacing diseased or dead plants, and watering. The Service Corporation shall maintain a description and depiction of such Garden Lot Plantings, together with the layout and design of the Garden Lot Landscaped Area, at the

registered office of the Service Corporation. Notwithstanding anything contained herein to the contrary, no Owner shall alter, change, or otherwise modify the layout or design of, or the types of plants located in, such Garden Lot Landscaped Area, or add any other landscaping or plants of any kind or nature to such Garden Lot Landscaped Area, without complying with, and obtaining the approvals required by, Section V hereof and 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. In the event that any such Owner shall not Maintain the Garden Lot Landscaped Area and the Garden Lot Plantings located on such Owner's Garden Lot in accordance with the conditions contained in this Section, the Service Corporation may, after reasonable notice, enter such Owner's Garden Lot and perform such work as is necessary to Maintain such Garden Lot Landscaped Area and Garden Lot Plantings in the condition required by this Section. The Owner will then be liable to the Service Corporation for payment for the cost of such work immediately upon demand therefor by the Service Corporation.

2. Encroachments. In the event that any portion of any such Garden Lot Plantings located in any such Garden Lot Landscaped Area shall protrude or project over all or any portion of the Property, including any adjoining Lot, then such protrusion or projection (collectively, the "Planting 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 Planting Projections nor any action for damages. In the event there is a Planting Projection as described aforesaid, it shall be deemed that the Owners and the Association, as applicable, have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the Planting Projections. The foregoing shall also apply to replacements of any such Planting Projections if same are in conformance with the original Garden Lot Plantings.

3. Easement. With respect to any such Garden Lot Plantings which may encroach upon any portion of the Property, including any adjoining Lot, there is hereby reserved for the benefit of the Garden Lot upon which such Garden Lot Plantings are located, a perpetual easement for the location, maintenance, repair and use of Garden Lot Plantings within such portion of the Property, including any adjoining Lot, but only to the extent that the original Construction thereof encroaches within such portion of the Property, including such adjoining Lot. The Owner of the Garden Lot benefiting from such easement agrees to maintain such Garden Lot Plantings and to indemnify and hold the Service Corporation,

Association and other Lot Owner harmless from any loss, liability or damage arising out of or resulting from the use, enjoyment and benefit of the easement granted hereby.”

II. 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. 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 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

[Signature]

**Eddie Evans Farm Phase VI, LLC**

By: Delaware Community Management, LLC.  
its Manager

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

[Signature]

**Eddie Evans Farm Phase VII, LLC**

By: Delaware Community Management, LLC.  
its Manager

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

[Signature]

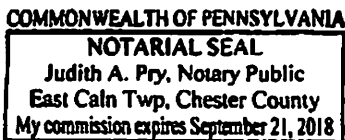
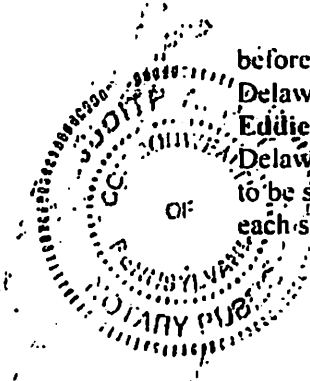
STATE OF DELAWARE )  
 ) SS.  
COUNTY OF Kent )

BE IT REMEMBERED, that on this 1<sup>ST</sup> day of October, 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, 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: 09-21-2018





**SCHEDULE "A"**  
**Tax Parcel Numbers**

"Eddie I Tax Parcel Numbers"

**PHASE 1A**

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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 RD
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 RD
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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
117	KH-00-056.02-02-23.00-000	WINDING CARRIAGE LN

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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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 2015 00268339

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

Instrument Number: 2015-268339

Recorded On: January 13, 2015

As-Miscellaneous With Notation

Parties: VILLAGES OF NOBLES POND

To VILLAGES OF NOBLES POND

# of Pages: 36

Comment:

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

Miscellaneous With Notation	381.00	Marginal Notation	7.00
# of Pages	35	# of Notes	1
	0		0
Total:	388.00		

*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: 2015-268339  
Receipt Number: 339925  
Recorded Date/Time: January 13, 2015 11:24:51A  
Book-Vol/Pg: BK-RE VL-7486 PG-254  
User / Station: C Yerkes - Cashier 4

PARCELS INC  
PO BOX 27  
WILMINGTON DE 19899



*Betty Lou McKenna*

35  
1 note  
\$ 388.

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  
(SERVICE CORPORATION)**

**THIS THIRD AMENDMENT TO MASTER DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS** (this "**Amendment**") is made effective the 23rd day of December, 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 (Service Corporation), 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 178, as amended by that certain First Amendment dated August 1, 2011, and recorded in the Recorder's Office at Volume 5894, Page 284, and that certain Second Amendment dated October 1, 2014, and recorded in the Recorder's Office at Volume 7377, Page 282 (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);

**WHEREAS**, in accordance with Article II, Section B of the Original Declaration, Original Declarant reserved the right, without the consent of any Owner, Member, or other third party, or the Service Corporation, 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 the Original Declaration, including, but not limited to, Article X, Section R, Original Declarant reserved the right, without the consent of any Person, including, but not limited to, any Owner, Member, 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, parcels, and pieces of land (collectively, the “**Phase 2A Annexed Property**”) 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, and certain open space, private roads, and pump stations within the Phase 2A Annex Property, located in Kent County, Delaware, and being more particularly described and depicted on 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**”);

**WHEREAS**, the Phase 2A 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 Phase 2A 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 Phase 2A 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 Phase 2A 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 Phase 2A 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 Phase 2A Annexed Property. In connection with the annexation of the Phase 2A 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 Phase 2A 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**

J. Daciuk

**Eddie Evans Farm Phase I, LLC**

By: Delaware Community Management, LLC,  
its Manager

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

J. Daciuk

**Eddie Evans Farm Phase VI, LLC**

By: Delaware Community Management, LLC,  
its Manager

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

J. Daciuk

**Eddie Evans Farm Phase VII, LLC**

By: Delaware Community Management, LLC,  
its Manager

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

J. Daciuk

**Eddie Evans Farm, 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 23<sup>rd</sup> day of November, 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.

Judith A. Pry  
Notary Public  
JUDITH A. PRY  
Print Name  
My Commission Expires: 09-21-2018

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Judith A. Pry, Notary Public  
East Caln Twp, Chester County  
My commission expires September 21, 2018

**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 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 December 10, 2009 in Plot Book 108 page 4 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 the centerline of Fork Branch the following six (6) 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 in the centerline of Fork Branch.

**THENCE** leaving said lands and binding on the lands now or formerly belonging to Eddie Evans Farm, LLC, A Delaware Limited Liability Company and filed for record at the Kent County Recorder of Deeds Office in Deed Book 2376, page 239 the following seventy-two (72) courses and distances;

26. **North 35° 43' 15" West 110.25 feet** to a point.
27. **North 63° 38' 57" West 191.93 feet** to a point.
28. **South 02° 06' 34" East 25.36 feet** to a point.
29. **South 26° 31' 44" West 65.15 feet** to a point.
30. **South 28° 38' 55" East 27.15 feet** to a point.
31. **South 58° 02' 58" West 30.63 feet** to a point.
32. **South 36° 49' 40" West 46.93 feet** to a point.
33. **South 61° 57' 57" West 58.75 feet** to a point.
34. **South 67° 50' 40" West 58.26 feet** to a point.
35. **South 20° 04' 56" West 52.64 feet** to a point.
36. **South 10° 37' 47" East 42.88 feet** to a point.
37. **South 29° 40' 07" West 50.31 feet** to a point.
38. **South 34° 23' 24" West 58.36 feet** to a point.
39. **South 44° 23' 07" West 24.21 feet** to a point.
40. **South 77° 09' 30" West 74.73 feet** to a point.
41. **North 33° 17' 17" West 31.07 feet** to a point.
42. **North 38° 29' 08" West 45.39 feet** to a point.
43. **North 32° 53' 02" West 44.14 feet** to a point.
44. **North 37° 37' 27" West 40.03 feet** to a point.
45. **North 11° 07' 14" East 34.90 feet** to a point.
46. **North 18° 27' 57" East 38.61 feet** to a point.
47. **North 14° 55' 57" East 33.75 feet** to a point.
48. **North 47° 29' 34" West 60.40 feet** to a point.
49. **North 62° 13' 53" West 55.72 feet** to a point.

50. North 80° 43' 18" West 34.90 feet to a point.
51. South 72° 00' 23" West 65.28 feet to a point.
52. South 62° 29' 27" West 66.69 feet to a point.
53. North 78° 13' 54" West 8.45 feet to a point.
54. North 35° 13' 44" West 35.45 feet to a point.
55. South 54° 11' 10" West 6.35 feet to a point.
56. South 32° 56' 26" East 39.79 feet to a point.
57. South 85° 11' 06" West 28.54 feet to a point.
58. South 03° 53' 37" East 32.23 feet to a point.
59. South 06° 42' 02" West 17.62 feet to a point.
60. South 15° 38' 54" West 41.80 feet to a point.
61. South 45° 31' 33" West 46.05 feet to a point.
62. South 59° 44' 05" West 63.78 feet to a point.
63. South 05° 27' 26" West 64.10 feet to a point.
64. South 36° 01' 02" West 43.97 feet to a point.
65. South 78° 45' 47" West 53.94 feet to a point.
66. South 73° 31' 24" West 53.97 feet to a point.
67. South 66° 03' 45" West 26.81 feet to a point.
68. North 05° 20' 35" West 418.68 feet to a point.
69. North 70° 12' 17" West 43.09 feet to a point.
70. South 19° 47' 43" West 57.99 feet to a point.
71. North 70° 27' 48" West 42.00 feet to a point.
72. North 19° 47' 43" East 58.18 feet to a point.
73. By and with a curve to the left having a radius of 129.00 feet, an arc length of 36.11 feet and subtended by the chord bearing North 11° 46' 34" East 35.99 feet to a point.
74. North 86° 14' 36" West 77.07 feet to a point.
75. North 21° 14' 38" West 91.99 feet to a point.
76. By and with a curve to the left having a radius of 976.00 feet, an arc length of 60.96 feet and subtended by the chord bearing South 66° 58' 00" West 60.95 feet to a point.
77. North 21° 38' 07" West 48.07 feet to a point.
78. By and with a curve to the left having a radius of 1,024.00 feet, an arc length of 50.23 feet and subtended by the chord bearing North 66° 43' 56" East 50.23 feet to a point.
79. North 21° 51' 45" West 76.15 feet to a point.
80. North 37° 47' 58" West 223.65 feet to a point.
81. North 52° 12' 02" East 139.00 feet to a point.
82. North 37° 47' 58" West 12.34 feet to a point.
83. North 52° 12' 02" East 97.00 feet to a point.
84. North 37° 47' 58" West 453.00 feet to a point.
85. North 00° 21' 46" East 38.75 feet to a point.
86. North 89° 28' 14" West 128.67 feet to a point.
87. South 52° 12' 02" West 62.00 feet to a point.
88. By and with a curve to the right having a radius of 121.00 feet, an arc length of 93.47 feet and subtended by the chord bearing North 15° 40' 06" West 91.17 feet to a point.
89. North 06° 27' 45" East 8.60 feet to a point.
90. By and with a curve to the left having a radius of 25.00 feet, an arc length of 33.35 feet and subtended by the chord bearing North 31° 45' 02" West 30.93 feet to a point.
91. By and with a curve to the left having a radius of 171.00 feet, an arc length of 16.49 feet and subtended by the chord bearing North 67° 12' 05" West 16.48 feet to a point.
92. North 25° 33' 40" East 42.00 feet to a point.

93. By and with a curve to the left having a radius of 129.00 feet, an arc length of 29.06 feet and subtended by the chord bearing South 70° 53' 32" East 29.00 feet to a point.
94. North 12° 39' 16" East 25.99 feet to a point.
95. North 00° 31' 46" East 181.20 feet to a point.
96. North 24° 34' 17" East 237.45 feet to a point.
97. North 59° 24' 42" East 134.13 feet to a point.

**THENCE** leaving said lands and binding on the lands now or formerly belonging to T. Noble Jarrell, III and filed for record at the Kent County Recorder of Deeds Office in Plot Book 80, page 27, the following six (6) courses and distances;

98. South 56° 11' 46" East 59.45 feet to a point.
100. South 85° 04' 40" East 196.29 feet to a point.
101. South 89° 28' 14" East 171.18 feet to a point.
102. South 37° 47' 58" East 1,048.65 feet to an iron rod set.
103. North 61° 14' 07" East 416.17 feet to a point.
104. North 51° 10' 13" East 798.10 feet to the point of beginning.

**CONTAINING** 71.33 acres of land, more or less.

**SCHEDULE "A"**  
**Tax Parcel Numbers**

"Eddie I Tax Parcel Numbers"

**PHASE 1A**

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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
		98 NOBLE'S POND CROSSING RD
100	KH-00-056.02-02-30.00-000	
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
		82 NOBLE'S POND CROSSING DR
111	KH-00-056.02-02-29.00-000	
		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



<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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”

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

“Eddie VII Tax Parcel Numbers”

<b>Lot Number</b>	<b>Tax Parcel Number</b>	<b>Property Address</b>
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
KH-00-056.02-05-33.00-000	247
KH-00-056.02-05-32.00-000	248
KH-00-056.02-05-31.00-000	249
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
KH-00-056.02-04-59.00-000	256
KH-00-056.02-04-58.00-000	257
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
KH-00-056.02-04-53.00-000	262
KH-00-056.02-04-52.00-000	263
KH-00-056.02-04-51.00-000	264
KH-00-056.02-04-50.00-000	265
KH-00-056.02-04-49.00-000	266
KH-00-056.02-04-48.00-000	267
KH-00-056.02-04-47.00-000	268
KH-00-056.02-04-46.00-000	269
KH-00-056.02-04-45.00-000	270
KH-00-056.02-04-44.00-000	271
KH-00-056.02-04-43.00-000	272
KH-00-056.02-04-42.00-000	273
KH-00-056.02-04-41.00-000	274
KH-00-056.02-04-40.00-000	275
KH-00-056.02-04-39.00-000	276
KH-00-056.02-04-38.00-000	277
KH-00-056.02-04-37.00-000	278
KH-00-056.02-04-36.00-000	279
KH-00-056.02-04-35.00-000	280
KH-00-056.02-04-34.00-000	281
KH-00-056.02-04-18.00-000	282
KH-00-056.02-04-17.00-000	283
KH-00-056.02-04-16.00-000	284
KH-00-056.02-04-15.00-000	285
KH-00-056.02-04-14.00-000	286
KH-00-056.02-04-13.00-000	287
KH-00-056.02-04-12.00-000	288
KH-00-056.02-04-11.00-000	289
KH-00-056.02-04-10.00-000	290
KH-00-056.02-04-09.00-000	291
KH-00-056.02-04-08.00-000	292
KH-00-056.02-04-07.00-000	293
KH-00-056.02-06-13.00-000	294
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
KH-00-056.02-06-05.00-000	302
KH-00-056.02-06-04.00-000	303
KH-00-056.02-06-03.00-000	304
KH-00-056.02-06-02.00-000	305
KH-00-056.02-06-01.00-000	306
KH-00-056.02-05-07.00-000	307
KH-00-056.02-05-08.00-000	308
KH-00-056.02-05-09.00-000	309
KH-00-056.02-05-10.00-000	310
KH-00-056.02-05-11.00-000	311
KH-00-056.02-05-12.00-000	312
KH-00-056.02-05-13.00-000	313
KH-00-056.02-05-14.00-000	314
KH-00-056.02-05-15.00-000	315
KH-00-056.02-05-16.00-000	316
KH-00-056.02-05-17.00-000	317
KH-00-056.02-05-18.00-000	318
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KH-00-056.02-04-01.00-000

420  
421  
422

**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
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KH-00-056.02-04-02.00-000	421
KH-00-056.02-04-01.00-000	422



**Exhibit A-1**  
**Annexed 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 December 10, 2009 in Plot Book 108 page 4 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 the centerline of Fork Branch the following six (6) 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 in the centerline of Fork Branch.

**THENCE** leaving said lands and binding on the lands now or formerly belonging to Eddie Evans Farm, LLC, A Delaware Limited Liability Company and filed for record at the Kent County Recorder of Deeds Office in Deed Book 2376, page 239 the following seventy-two (72) courses and distances;

26. North 35° 43' 15" West 110.25 feet to a point.
27. North 63° 38' 57" West 191.93 feet to a point.
28. South 02° 06' 34" East 25.36 feet to a point.
29. South 26° 31' 44" West 65.15 feet to a point.
30. South 28° 38' 55" East 27.15 feet to a point.
31. South 58° 02' 58" West 30.63 feet to a point.
32. South 36° 49' 40" West 46.93 feet to a point.
33. South 61° 57' 57" West 58.75 feet to a point.
34. South 67° 50' 40" West 58.26 feet to a point.
35. South 20° 04' 56" West 52.64 feet to a point.
36. South 10° 37' 47" East 42.88 feet to a point.
37. South 29° 40' 07" West 50.31 feet to a point.
38. South 34° 23' 24" West 58.36 feet to a point.
39. South 44° 23' 07" West 24.21 feet to a point.
40. South 77° 09' 30" West 74.73 feet to a point.
41. North 33° 17' 17" West 31.07 feet to a point.
42. North 38° 29' 08" West 45.39 feet to a point.
43. North 32° 53' 02" West 44.14 feet to a point.
44. North 37° 37' 27" West 40.03 feet to a point.
45. North 11° 07' 14" East 34.90 feet to a point.
46. North 18° 27' 57" East 38.61 feet to a point.
47. North 14° 55' 57" East 33.75 feet to a point.
48. North 47° 29' 34" West 60.40 feet to a point.
49. North 62° 13' 53" West 55.72 feet to a point.

50. North 80° 43' 18" West 34.90 feet to a point.
51. South 72° 00' 23" West 65.28 feet to a point.
52. South 62° 29' 27" West 66.69 feet to a point.
53. North 78° 13' 54" West 8.45 feet to a point.
54. North 35° 13' 44" West 35.45 feet to a point.
55. South 54° 11' 10" West 6.35 feet to a point.
56. South 32° 56' 26" East 39.79 feet to a point.
57. South 85° 11' 06" West 28.54 feet to a point.
58. South 03° 53' 37" East 32.23 feet to a point.
59. South 06° 42' 02" West 17.62 feet to a point.
60. South 15° 38' 54" West 41.80 feet to a point.
61. South 45° 31' 33" West 46.05 feet to a point.
62. South 59° 44' 05" West 63.78 feet to a point.
63. South 05° 27' 26" West 64.10 feet to a point.
64. South 36° 01' 02" West 43.97 feet to a point.
65. South 78° 45' 47" West 53.94 feet to a point.
66. South 73° 31' 24" West 53.97 feet to a point.
67. South 66° 03' 45" West 26.81 feet to a point.
68. North 05° 20' 35" West 418.68 feet to a point.
69. North 70° 12' 17" West 43.09 feet to a point.
70. South 19° 47' 43" West 57.99 feet to a point.
71. North 70° 27' 48" West 42.00 feet to a point.
72. North 19° 47' 43" East 58.18 feet to a point.
73. By and with a curve to the left having a radius of 129.00 feet, an arc length of 36.11 feet and subtended by the chord bearing North 11° 46' 34" East 35.99 feet to a point.
74. North 86° 14' 36" West 77.07 feet to a point.
75. North 21° 14' 38" West 91.99 feet to a point.
76. By and with a curve to the left having a radius of 976.00 feet, an arc length of 60.96 feet and subtended by the chord bearing South 66° 58' 00" West 60.95 feet to a point.
77. North 21° 38' 07" West 48.07 feet to a point.
78. By and with a curve to the left having a radius of 1,024.00 feet, an arc length of 50.23 feet and subtended by the chord bearing North 66° 43' 56" East 50.23 feet to a point.
79. North 21° 51' 45" West 76.15 feet to a point.
80. North 37° 47' 58" West 223.65 feet to a point.
81. North 52° 12' 02" East 139.00 feet to a point.
82. North 37° 47' 58" West 12.34 feet to a point.
83. North 52° 12' 02" East 97.00 feet to a point.
84. North 37° 47' 58" West 453.00 feet to a point.
85. North 00° 21' 46" East 38.75 feet to a point.
86. North 89° 28' 14" West 128.67 feet to a point.
87. South 52° 12' 02" West 62.00 feet to a point.
88. By and with a curve to the right having a radius of 121.00 feet, an arc length of 93.47 feet and subtended by the chord bearing North 15° 40' 06" West 91.17 feet to a point.
89. North 06° 27' 45" East 8.60 feet to a point.
90. By and with a curve to the left having a radius of 25.00 feet, an arc length of 33.35 feet and subtended by the chord bearing North 31° 45' 02" West 30.93 feet to a point.
91. By and with a curve to the left having a radius of 171.00 feet, an arc length of 16.49 feet and subtended by the chord bearing North 67° 12' 05" West 16.48 feet to a point.
92. North 25° 33' 40" East 42.00 feet to a point.

93. By and with a curve to the left having a **radius of 129.00 feet, an arc length of 29.06 feet** and subtended by the **chord bearing South 70° 53' 32" East 29.00 feet** to a point.
94. **North 12° 39' 16" East 25.99 feet** to a point.
95. **North 00° 31' 46" East 181.20 feet** to a point.
96. **North 24° 34' 17" East 237.45 feet** to a point.
97. **North 59° 24' 42" East 134.13 feet** to a point.

**THENCE** leaving said lands and binding on the lands now or formerly belonging to T. Noble Jarrell, III and filed for record at the Kent County Recorder of Deeds Office in Plot Book 80, page 27, the following six (6) courses and distances;

98. **South 56° 11' 46" East 59.45 feet** to a point.
100. **South 85° 04' 40" East 196.29 feet** to a point.
101. **South 89° 28' 14" East 171.18 feet** to a point.
102. **South 37° 47' 58" East 1,048.65 feet** to an iron rod set.
103. **North 61° 14' 07" East 416.17 feet** to a point.
104. **North 51° 10' 13" East 798.10 feet** to the point of beginning.

**CONTAINING 71.33 acres** of land, more or less.