

IN WITNESS WHEREOF, THE said party of the first part has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed the day and year aforesaid.

Signed, sealed, and delivered in the presence of:

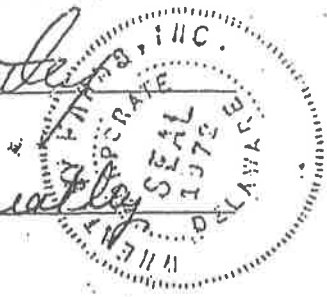
WHEATLEY FARMS, INC.

A Corporation of the State of Delaware

Wendy L. Emory

By E. Dale Wheatley
President

Attest Gail L. Wheatley
Secretary



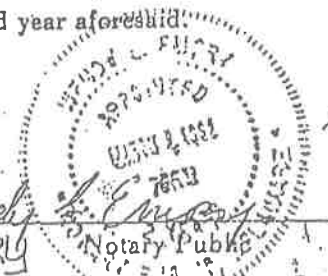
STATE OF DELAWARE
COUNTY OF SUSSEX

} SS.

BE IT REMEMBERED, That on this 10th day of October 1990, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, E. Dale Wheatley, President of Wheatley Farms, Inc., a corporation of the State of Delaware, party of this indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and the deed of the said corporation; that the signature of the President is in his own proper handwriting; that the seal affixed is the common and corporate seal of the said corporation duly affixed by its authority; and that the act of signing, sealing, acknowledging and delivering the said indenture was first duly authorized by resolution of the Board of Directors of the said corporation.

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

Wendy L. Emory
WENDY L. EMORY
Notary Public



Commission expires March 1991

EXHIBIT "A"

ALL THAT certain piece, parcel or tract of land situated in Seaford Hundred, Sussex County, State of Delaware; lying between Delaware Route #18 and County Road #46 a short distance West of U.S. Route #13; bounded on the East by other lands of the grantors herein, on the South by County Road #46, on the West by Clear Branch, and on the North by Delaware Route #18; and being more particularly described as follows, to-wit:

BEGINNING at a corner for this lot and for other lands of the grantors in the North line of County Road #46; said point of beginning being North 59 degrees, 22 minutes West, of and 407.24 feet from the intersection of the North line of County Road #46 with the West line of U.S. Route #13; thence running from said point of beginning with the Northerly line of County Road #46 on the following five courses: (1) North 59 degrees, 22 minutes West, 396.37 feet; thence (2) in a Westerly direction with a 1121.28 foot radius curve to the right an arc distance of 728.00 feet; thence (3) North 22 degrees, 10 minutes West, 1288.58 feet; thence (4) in a Westerly direction with a 741.78 foot radius curve to the left an arc distance of 468.01 feet; thence (5) North 58 degrees, 19 minutes West, 42.3 feet to a point in the center of Clear Branch; thence running with the center of Clear Branch on the following 22 courses: (1) North 4 degrees, 19 minutes West, 14.10 feet; thence (2) North 23 degrees, 5 minutes, 11 seconds West, 96.64 feet; thence (3) North 13 degrees, 35 minutes, 29 seconds West, 110.12 feet; thence (4) North 68 degrees, 49 minutes, 43 seconds West, 100.03 feet; thence (5) North 59 degrees, 15 minutes, 31 seconds West, 112.80 feet; thence (6) South 79 degrees, 46 minutes, 11 seconds West, 66.66 feet; thence (7) North 6 degrees, 36 minutes, 59 seconds West, 102.81 feet; thence (8) North 27 degrees, 18 minutes 5 seconds East, 106.21 feet; thence (9) North 26 degrees, 20 minutes 41 seconds West, 210.71 feet; thence (10) North 5 degrees, 7 minutes, 59 seconds West 34.72 feet; thence (11) South 62 degrees, 54 minutes 30 seconds West, 71.26 feet; thence (12) North 64 degrees, 46 minutes, 21 seconds West, 111.57 feet; thence (13) South 60 degrees, 26 minutes, 53 seconds West, 72.08 feet; thence (14) North 22 degrees, 53 minutes 53 seconds West, 87.75 feet; thence (15) North 10 degrees, 57 minutes, 57 seconds East, 109.0 feet; thence (16) North 15 degrees, 47 minutes, 12 seconds East, 92.26 feet; thence (17) North 85 degrees, 49 minutes, 11 seconds East, 70.16 feet; thence (18) North 41 degrees, 7 minutes, 54 seconds East, 146.44 feet; thence (19) North 22 degrees, 25 minutes, 36 seconds West, 50.0 feet; thence (20) North 58 degrees, 31 minutes, 23 seconds West, 73.03 feet; thence (21) North 13 degrees, 27 minutes, 53 seconds East, 69.23 feet; thence (22) North 18 degrees, 34 minutes West, 20.0 feet to a point in the South line of Delaware Route #18 thence running with the South line of Delaware Route #18 on the following five courses: (1) North 70 degrees, 36 minutes East, 90.10 feet; thence (2) in an Easterly direction with a 11,484.20 foot radius curve to the right an arc distance of 227.00 feet; thence (3) in an Easterly direction with a 1472.69 foot radius curve to the left and arc distance of 200.93 feet; thence (4) North 70 degrees, 44 minutes, 6 seconds East, 187.06 feet; thence (5) North 72 degrees, 16 minutes East, 2684.86 feet to a corner for this lot and for other lands of the grantors; thence running with other lands of the grantors of the following three courses: (1) South 12 degrees, 40 minutes West, 3868.85 feet; thence (2) in a Southerly direction with a 5259.88 foot radius curve to the right an arc distance of 656.39 feet; thence (3) South 19 degrees, 49 minutes West, 201.93 feet to the place of beginning; and containing 180.2437 acres of land, be the same more or less.

C. RUSSELL HOGARE
DOC. SURCHARGE PAID

SO OCT 11 PM 2:04

RECORDER OF DEEDS
SUSSEX COUNTY

PURCHASERS REPORT
MADE THIS DATE

OCT 12 1990

ASSESSMENT DIVISION
OF SUSSEX CTY.

2904

TM# 3-31-1.00-62 (PO)

Prepared By
Wendy L. Emory
Wheatley Development Co., Inc.
Rt. 3, Box 140
Bridgeville, Del. 19933

WHEREAS the Architectural Review Committee has been made aware of Article 7 Sub Para. C contained in the Declarations and Restrictions of CLEARBROOKE ESTATES, which severely and unnecessarily restricts the type of home which can be placed on lots within CLEARBROOKE ESTATES and furthermore restricts the use of property unnecessarily. The committee now takes action by this amendment to change Article 7 Sub Para. C (referring to side yard setbacks) to conform to Sussex County standards which are ~~10~~ feet from each property line (side yard).

THIS amendment will take effect immediately and pertain to the entire subdivision recorded in the Sussex County Court House under the name CLEARBROOKE ESTATES, deed book 1743, page 174.

E. Dale Wheatley (SEAL)
WHEATLEY DEVELOPMENT CO., INC.
E. DALE WHEATLEY, PRESIDENT

E. Dale Wheatley
E. DALE WHEATLEY--CHAIRMAN REVIEW COMMITTEE

Gail L. Wheatley
GAIL L. WHEATLEY--MEMBER REVIEW COMMITTEE

PURCHASERS REPORT
MADE THIS DATE

FEB 19 1992

ASSESSMENT DIVISION
OF SUSSEX CTY.

DALLAN GREEN
DOC. SURCHARGE PAID

92 FEB 13 PM 12:15

RECORDER OF DEEDS
SUSSEX COUNTY

Wendy L. Emory
Wendy L. Emory, Notary Public
My Commission Expires March 6, 1992

Prepared by: Georganna Wilson
Wheatley Farms, Inc.
Rt 3.Box 140
Bridgeville, De 19933
TM# 3-31-1.00-72.00 &
3-31-1.00-77.00

DECLARATIONS AND RESTRICTIONS
AMENDMENT "B"
CLEARBROOKE ESTATES

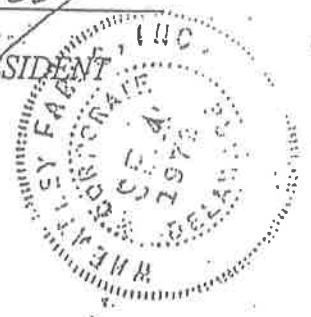
WHEREAS, Article 4 of the Declaration of Covenants, Conditions and Restrictions for Clearbrooke Estates, filed for record October 11, 1990 in the Office of the Recorder of Deeds, Georgetown, Sussex County, Delaware, in Deed Book 1743, page 174, and as shown on a plot of Clearbrooke Estates filed of record as aforesaid, in Plot Book 43, page 350, specifically states that no lot within said subdivision shall be resubdivided;

WHEREAS, the owner of Lot #61 and Lot #56 of Clearbrooke Estates, David Wayne Simpler, is desirous of taking 2,490 square feet of land, more or less, from Lot #56 and adding the same to Lot #61 for the placement of a septic system for Lot #61;

WHEREAS, by Article 23 of the aforesaid Declaration of Covenants, Conditions and Restrictions for Clearbrooke Estates, amendments may be made by the Clearbrooke Estates Architectural Review Committee.

NOW THEREFORE, the clearbrooke Estates Architectural Committee hereby approves the resubdivision of Lots #61 and #56 in accordance with a survey prepared by Theodore B. Simpler, LS 289, dated December 31, 1996 and intended to be filed for record in a deed from David Wayne Simpler to Paul L. Bradham and Gabriella C. Bradham, his wife, in the Office of the Recorder of Deeds, Georgetown, Sussex County, Delaware, immediately subsequent hereto.

E. Dale Wheatley
WHEATLEY FARMS, INC.
E. DALE WHEATLEY, PRESIDENT



E. Dale Wheatley
E. DALE WHEATLEY--CHAIRMAN REVIEW COMMITTEE

Gail L. Wheatley
GAIL L. WHEATLEY--MEMBER REVIEW COMMITTEE

Georganna L. Wilson
Georganna L. Wilson Notary Public
My commission expires November 1, 1998

GEORGANNA L. WILSON
NOTARY PUBLIC
MY COMMISSION EXP. 11/1/98



REC'D OF RECORDS
97 JAN 16 PM 2:27
SUSSEX COUNTY
DCC. SURCHARGE PAID

Received

JAN 17 1997

ASSESSMENT DIVISION
OF SUSSEX CTY

3-31 1 16.01
~~248~~

Prepared by: Wheatley Farms, Inc.
Diane E. Wheatley
Rt. 3, Box 140
Bridgeville, De. 19933

**DECLARATIONS AND RESTRICTIONS
AMENDMENT "C"**

CLEARBROOKE ESTATES

WHEREAS, the Architectural Review Committee has made an Amendment to Paragraph 9, Building Plans, subparagraph (a) and has added the following restriction:

"All builders have to be approved by the Homeowner's Association and the Homeowner's Association has the right to refuse any builder for any reason."

WHEREAS, by Article 23 of the aforesaid Declaration of Covenants, conditions and Restrictions for Clearbrooke Estates, amendments may be made by the Clearbrooke Estates Architectural Review Committee.



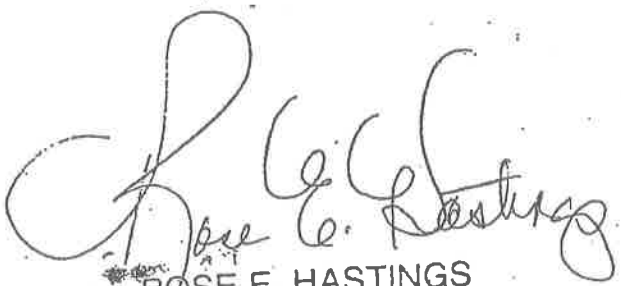
Wheatley Farms, Inc.
E. Dale Wheatley, President



E. Dale Wheatley
Chairman Review Committee



Gail L. Wheatley
Member Review Committee



ROSE E. HASTINGS
NOTARY PUBLIC
STATE OF DELAWARE
COMMISSION EXPIRES
NOVEMBER 24, 2001

RECORDER OF DEEDS
RICHARD H. BELL, II

00 JUN 20 AM 10:39

SUSSEX COUNTY
DOC. SURCHARGE PAID

W

Tax Map: #3-31-1-16.01
Prepared By: Wheatley Ventures, Inc.
Return To: 19115 Freeland Lane
Bridgeville, DE 19933

DECLARATION AND RESTRICTION
AMENDMENT "D"

CLEARBROOKE ESTATES

WHEREAS, on this 17th day of October, 2005, the Board of Directors of the Clearbrooke Homeowners Association has been made aware that the Declaration of Covenants, Conditions and Restrictions for Clearbrooke Estates recorded in the Office of the Recorder of Deeds in Book 1743, page 174 through 191, requires restrictions to be added, replaced or amended as follows:

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has made an Amendment to Paragraph 3 to add the following as subparagraphs (a) & (b) & (c):

(a) "All houses must have no less than a 5/12 roof pitch and no less than four (4) course 8" block foundation."

(b) "The yard of all houses must be seeded and landscaped and this must be completed within thirty (30) days completion of the house. However, due to inclement weather the home owner may obtain a letter of extension from the Architectural Review Committee."

(c) "The entrance steps in front of the house must be concrete, brick or stone and the entrance steps in the back or side of the house must be concrete, brick, stone and/or deck. Homes existing prior to October 1, 2005 are exempt."

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has made an Amendment to Paragraph 8 to replace subparagraph (e) with the following:

"No untagged, wholly or partially stripped down, stored, or battered motor vehicle shall be permitted to be parked on any lot or on any street in Clearbrooke Estates. Notice will be issued by regular mail from the Clearbrooke Estates Homeowner's Association allowing fifteen (15) days to remove said vehicle. If the vehicle has not been removed in that time frame a ten dollar (\$10.00) per day fine will be assessed for each day the vehicle remains on the lot. After thirty (30) days, the matter will be turned

over to local authorities for enforcement of removal and collection of all money due, including court fees and/or interest.”

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has made an Amendment to Paragraph 9 to add the following as subparagraph (e):

“Each lot owner will be charged a fee of Six Hundred Dollars (\$600.00) at settlement by the Developer for the installation of a culvert at the entrance to their lot. This fee may be increased by the Developer, its heirs or assigns from time to time depending upon the costs incurred for purchasing and installing culverts.”

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has made an Amendment to Paragraph 10 to add the following paragraph:

“Clearbrooke Estates has a central water system supplied and maintained by Tidewater Utilities. It is the responsibility of the buyer to apply for installation for the meter and all fees connected therewith.”

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has made an Amendment to Paragraph 11 to replace it with the following:

“PARKING SPACE REQUIREMENTS & VEHICLE RESTRICTIONS. “

(a) “Each lot owner shall provide space for two (2) parking spaces for vehicles off of the ways and roads of Clearbrooke Estates in addition to those spaces required by the section concerning garage requirements.”

(b) “All driveways must either be asphalt, hot mix or concrete. No loose stone driveways will be accepted.”

(c) “No vehicles, except as may be classified as passenger cars, station wagons, vans, motor homes, or pickup truck of 3/4 ton or less shall be permitted on any lot or any street in Clearbrooke Estates. Except for local deliveries, this includes vehicles weighing over 10,000 pounds. A fine of no less than Fifty Dollars (\$50.00) per occurrence will be imposed by regular mail from the Board of Directors of the Clearbrooke Homeowners Association. If the fine is not paid and/or the vehicle is not removed within seven (7) days of the postage date, another fine of ten dollars (\$10.00) per week will be issued. After thirty (30) days, if the fines have not been paid and/or the vehicle has not been removed, the matter will be turned over to local authorities for enforcement of removal and collection of all money due, including court fees and/or interest.”

Tax Map: #3-31-1-16.01
Prepared By: Wheatley Ventures, Inc.
Return To: 19115 Freeland Lane
Bridgeville, DE 19933

DECLARATION AND RESTRICTION
AMENDMENT "E"

CLEARBROOKE ESTATES

WHEREAS, on this 17th day of October, 2005, the Board of Directors of the Clearbrooke Homeowners Association has been made aware that the Declaration of Covenants, Conditions and Restrictions for Clearbrooke Estates recorded in the Office of the Recorder of Deeds in Book 1743, page 185 through 186, requires restrictions to be added, replaced or amended as follows:

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has made an Amendment to Paragraph 18 to replace it with the following:

"Each lot owner in Clearbrooke Estates covenants to pay prior to the establishment of Clearbrooke Estates Homeowner's Association and such association after its formation, and its successors, at settlement and on January 1st of each year thereafter, a maintenance assessment, such assessment to be Two Hundred Twenty-Five Dollars (\$225.00) per year, effective January 1, 2006 (the previous assessment was One Hundred Twenty-Five Dollars (\$125.00) effective January 1, 2003 and prior to that the assessment was One Hundred Dollars (\$100.00) from the conception of the Association, any increase to the assessment will be determined by Clearbrooke Estates Homeowner's Association Officers and by the Board of Directors of the Clearbrooke Estates Homeowner's Association, for each and every lot owned by said property owner in Clearbrooke Estates. The proceeds received by Clearbrooke Estates or the Clearbrooke Estates Homeowner's Association, as the case may be, shall be used and expended for the construction and/or maintenance of roads, streets, entrance areas, drainage swales, common areas, lighting for streets, fences and other similar purposes, including snow removal, mowing, utilities bills, office expense, postage, liability insurance, taxes, accounting fees and any other expense deemed necessary by the officers or directors of the Association. If any assessment is not paid on the date when due as hereinabove provided, then such assessment shall be deemed delinquent and shall be charged a fee of no less than ten dollars (\$10.00) per month for each and every month past due, together with such interest thereon and cost of collecting, including reasonable attorney's fees thereof as

hereinafter provided, continue as a lien on the lot and any structure built thereon which shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns. This charge will continue for a period of three (3) months and if not paid in full will be turned over for collection by the acting President and/or a Director and the Association may bring legal action against the owner personally obligated to pay the same or may enforce or foreclose the lien against the lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and any reasonable attorney's fees to be fixed by the court, together with the cost of the action. In addition to such lien rights, the personal obligation of the then owner to pay such assessment, shall remain this personal obligation and shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by them. No owner of a lot may waive or otherwise escape liability for the assessment provided by nonuse of the roads, streets, or other common areas, or by abandonment his or her or its lot. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on the lot. Sale or transfer of any lot shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof."

IN WITNESS WHEREOF, the following signee has been authorized by the Board of Directors to execute this document on this 17th day of October, 2005.

Signed, sealed, and delivered in the presence of:

Jordan M. Wheatley
Witness

CLEARBROOKE ESTATES
HOMEOWNERS ASSOCIATION

BY: E. Dale Wheatley
E. Dale Wheatley
Member-Board of Directors

STATE OF DELAWARE :
 :
 : ss
COUNTY OF SUSSEX :

BE IT REMEMBERED, That on this 17th day of October, 2005, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, E. Dale Wheatley, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to their act and deed.

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

Lynda D. Hoover
Notary Public, Delaware
My Commission Expires 10-19-2006

Lynda D. Hoover
Notary Public

TAX PARCEL NOS.: 3-31-1-16.01 thru 261
Prepared by and return to:
Eric C. Howard, Esquire
Wilson, Halbrook & Bayard, P.A.
107 West Market Street
P.O. Box 690
Georgetown, DE 19947

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS FOR
CLEARBROOKE ESTATES

WHEREAS, pursuant to certain Declaration of Covenants, conditions, and Restrictions dated October 10, 1990, Wheatley Farms, Inc. placed certain restrictions upon a sub-division located in Sussex County, Delaware known as Clearbrooke Estates, which Declaration is of record in the Office of the Recorder of Deeds in and for Sussex County at Deed Book 1743, Page 174 ("Restrictive Covenants");

WHEREAS, Wheatley Ventures, Inc., a corporation of the State of Delaware, is the successor in interest to Wheatley Farms, Inc., the developer of Clearbrooke Estates, pursuant to a deed dated June 29, 2001 and of record at the Office of the Recorder of Deeds in and for Sussex County at Deed Book 2607, Page 217;

WHEREAS, Wheatley Ventures, Inc., as successor in interest to Wheatley Farms, Inc. has not conveyed from Clearbrooke Estates over 75% of the lots of Clearbrooke Estates, remaining the owner of in excess of 25% of the lots of Clearbrooke Estates; and

WHEREAS, Wheatley Ventures, Inc. in accordance with the powers reserved to it in Section 23 of the Restrictive Covenants, wishes to amend the Restrictive Covenants as set forth hereinafter.

NOW THEREFORE, the Restrictive Covenants are hereby amended as follows:

1. Section 9 of the Restrictive Covenants is hereby amended by deleting in its entirety the sentence reading, "The Clearbrooke Estates Architectural Review Committee until such time as turned over to the Homeowner's Association will be comprised of E. Dale Wheatley and O. Wayne Akin" and replacing it in its entirety with the following sentence:

"Until the earlier of either (i) Such time that Wheatley Ventures, Inc., or its successors or assigns, no longer owns at least 5% of the lots in Clearbrooke Estates; and (ii) Wheatley Ventures, Inc., or its successors or assigns, voluntarily relinquishes control of the Architectural Review Committee, the Architectural Review Committee shall consist of such persons as Wheatley Ventures, Inc., or its successors or assigns, shall designate."

*74% of the lots
referred to in
the
where
is the
60% of the
who were
in charge*

*how many
were sold in
2001*

8/1

2. Section 17 (d) of the Restrictive Covenants is amended by deleting the phrase "Seventy-Five Percent (75%)" wherever it appears therein and replacing it with the phrase "Ninety-Five Percent (95%)".

3. Section 18 of Restrictive Covenants is amended by adding the following at the end thereof:

"Anything in this paragraph 18 or elsewhere in this document to the contrary notwithstanding, any lots owned by Developer, its successors or assigns, shall not be subject to assessment for the annual maintenance assessment provided for in this Section 18, for so long as such lots are owned by Developer or its successors or assigns. This restriction against imposition of an assessment against lots owned by Developer, its successors or assigns, may not be amended without the consent of Developer, or its successors or assigns."

4. Section 23 of the Restrictive Covenants is amended by deleting in the first sentence thereof the phrase "Seventy-Five Percent (75%)" and replacing it with the phrase "Ninety-Five (95%)".

IN WITNESS WHEREOF Wheatley Ventures, Inc. has placed its hands and seals hereunto as of this 3rd day of July, 2006.

Received
JUL 13 2006

ASSESSMENT DIVISION
OF SUSSEX CTY

RECORDER OF DEEDS
JOHN F. BRADY

06 JUL 12 AM 9:52

SUSSEX COUNTY
DOC. SURCHARGE PAID

STATE OF DELAWARE

COUNTY OF SUSSEX

Wheatley Ventures, Inc.

By: E. Dale Wheatley (SEAL)
E. Dale Wheatley, President

Attest: P. J. Wheatley (SEAL)
Secretary / Treasurer

: ss.
)
)

BE IT REMEMBERED, That on this 3rd day of July, A.D. 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, E. Dale Wheatley, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed and the act and deed of Wheatley Ventures, Inc.

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

Lynda D. Hoover
Notary Public

My Commission Expires: 10/19/06

Lynda D. Hoover
Notary Public, Delaware
My Commission Expires 10-19-2006

TAX PARCEL NOS.: 3-31-1-16.01 thru 261
 Prepared by and return to:
 Gail Wheatley
 Wheatley Ventures, Inc.
 19115 Freeland Lane
 Bridgeville, DE 19933

AMENDMENT "G" TO DECLARATION OF COVENANTS
 CONDITIONS AND RESTRICTIONS FOR
 CLEARBROOKE ESTATES

WHEREAS, pursuant to certain Declaration of Covenants, conditions, and Restrictions dated October 10, 1990, Wheatley Farms, Inc., placed certain restrictions upon a sub-division located in Sussex County, Delaware known as Clearbrooke Estates, which Declaration is of record in the Office of the Recorder of Deeds in and for Sussex County at Deed Book 1743, Page 174 ("Restrictive Covenants");

WHEREAS, Wheatley Ventures, Inc., a corporation of the State of Delaware, is the successor in interest to Wheatley Farms, Inc., the developer of Clearbrooke Estates, pursuant to a deed dated June 29, 2001 and of record at the Office of the Recorder of Deeds in and for Sussex County at Deed Book 2607, Page 217;

WHEREAS, Wheatley Ventures, Inc., as successor in interest to Wheatley Farms, Inc., has not conveyed from Clearbrooke Estates over 95% of the lots of Clearbrooke Estates; and

WHEREAS, Wheatley Ventures, Inc., in accordance with the powers reserved to it in Section 23 of the Restrictive Covenants, wishes to amend the Restrictive Covenants as set forth hereinafter.

NOW THEREFORE, the Restrictive Covenants are hereby amended as follows:

1. Section 17 (d) of the Restrictive Covenants, previously amended on July 3, 2006, and recorded in the Office of the Recorder of Deeds in and for Sussex County at Book 03332, Page 289, is further amended to add the following at the end thereof:

"The Board, under the direction of the Developer, may appoint any Committee as is needed to aid in the management procedures necessary for the Association. Any Committee acting within the scope of their assigned tasks shall have the power to assess a penalty of FIFTY DOLLARS, (\$50.00) for any work started prior to receiving an "Approval to Start" letter from the Committee or for otherwise failing to comply with directions of the Committee. In addition, these penalties will be imposed if the work is not completed within the specified time frame or the work is not completed as agreed as to size, placement, type of material, etc, or if any other requirements the Committee imposes are not completed. An additional penalty of TEN DOLLARS, (\$10.00) per week shall be assessed each and every week until the time of the cause for the penalty has been removed, or corrected. Any project currently in progress and has not received a "Completion Letter" from the Committee shall be bound by this amendment. It shall be the responsibility of the HOMEOWNER to contact the Committee for an inspection to stop the assessment."

"The homeowner shall be responsible for any damage to, the entrance, streets, swales, etc, that might be caused by their contractors. The homeowner must contact the Committee for a final inspection and the Committee is to issue a letter of approval."

"Penalties assessed hereunder constitute liens against the property until the date paid."

All communications between Committees and Association Members shall include language in a format the Board from time to time approves advising Association Members of the power of the Committee to assess penalties as set forth above.

2. Any correspondence to the Board of a Committee of the Board shall be addressed and mailed to the following address:

Clearbrooke Estates HOA
P.O. Box 1045
Seaford, DE 19973

IN WITNESS WHEREOF Wheatley Ventures, Inc, has placed its hands and seals hereunto as of this 1st day of November, 2006.

Wheatley Ventures, Inc.

By: E. Dale Wheatley (SEAL)
E. Dale Wheatley, President

Attest: Gail L. Wheatley (SEAL)
Gail L. Wheatley, Secretary/Treasurer

STATE OF DELAWARE)

: ss.)

COUNTY OF SUSSEX)

BE IT REMEMBERED, That on this 1st day of November, A.D. 2006, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, E. Dale Wheatley, party to this Indenture, known to me personally to be such, and he acknowledged this Indenture to be his act and deed and the act and deed of Wheatley Ventures, Inc.

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

Lynda D. Hoover
Notary Public, Delaware
My Commission Expires 10-19-2010

Lynda D. Hoover
Notary Public

My Commission Expires 10/19/2010

RECORDER OF DEEDS
JOHN F. BRADY

06 NOV 14 AM 11:23

SUSSEX COUNTY
DOC. SURCHARGE PAID

RECEIVED

NOV 15 2006

ASSESSMENT DIVISION
OF SUSSEX COUNTY

DECLARATION AND RESTRICTION CLEARBROOKE ESTATES
AMENDMENT "H"

WHEREAS, on this 1st day of May, 2007, the Board of Directors of the Clearbrooke Homeowners Association has been made aware that the Declaration of Covenants, Conditions and Restrictions for Clearbrooke Estates recorded in the Office of the Recorder of Deeds in Book 1743, page 174 through 191, requires restrictions to be added, replaced or amended as follows:

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has added the following restriction:

As of July 1, 2005, all payments and correspondence should be sent to Clearbrooke Estates Homeowner's Association, Inc., P.O. Box 1045, Seaford, DE 19973 rather than the previous Box 140, Bridgeville, DE 19933.

WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has decided to add the following as subparagraph (d) to Amendment "D" which replaced Paragraph 11 in the original Declaration of Covenants, Conditions and Restrictions for Clearbrooke Estates:

(d) All driveways must have a width of at least eighteen (18) feet, effective as of the date of this Amendment.


WHEREAS, the Board of Directors of the Clearbrooke Homeowners Association has replaced Paragraph 8, subparagraph (h) with the following:

(h) For front and side yards, from the front of the property line to the front corner of the house, fences, hedges, walls, or other dividing instruments will not be more than four (4) feet in height. These fences, hedges, walls, or other dividing instruments shall be measured from the ground on which they stand. Fences, hedges, walls, or other dividing instruments placed in the rear yards and side yards will not have a height restriction, as of the date of this Amendment.

Only white vinyl fencing is permitted to be constructed or maintained on any lot in Clearbrooke Estates, except temporary fences during construction or improvements, as of the date of this Amendment.

IN WITNESS WHEREOF, the following Board Members have been authorized by the Board of Directors to execute this document on this 1st day of May, 2007.

Signed, sealed, and delivered
in the presence of:


Witness


Witness

CLEARBROOKE ESTATES
HOMEOWNERS ASSOCIATION, INC.

BY: 
E. Dale Wheatley Senior Member-Board

BY: 
Lloyd K. Eskridge Member-Board of Directors

RECEIVED

JUN 14 2007

ASSESSMENT DIVISION
OF SUSSEX COUNTY

STATE OF DELAWARE :
COUNTY OF SUSSEX : ss

RECORDER OF DEEDS
JOHN F. BRADY
06/13/2007 10:41A
SUSSEX COUNTY
DOC. SURCHARGE PAID

BE IT REMEMBERED, That on this 1st day of May, 2007, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, E. Dale Wheatley and Lloyd K. Eskridge, parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to their act and deed.

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

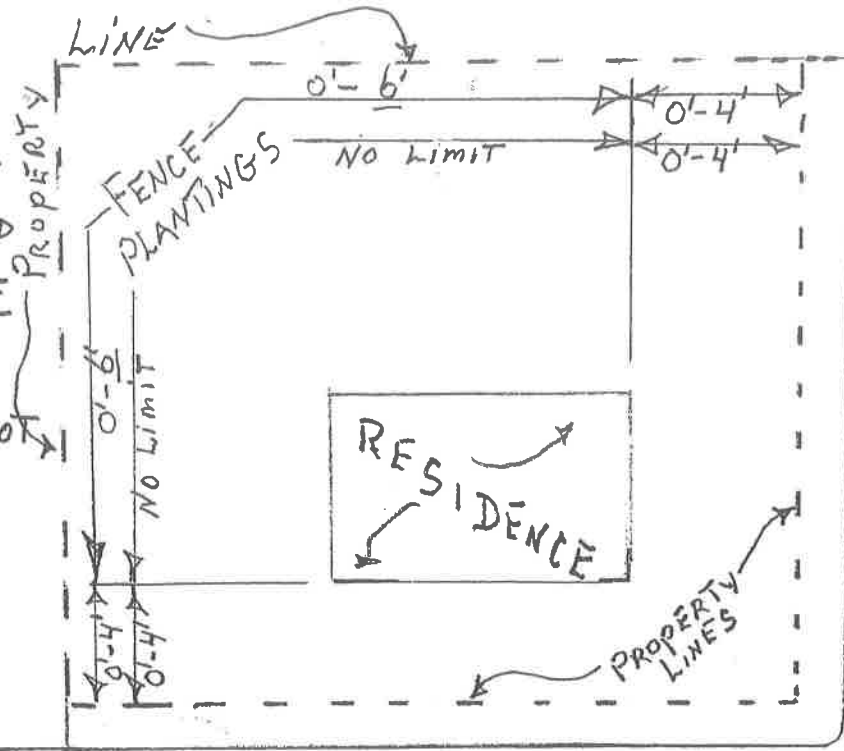

Notary Public

Lynda D. Hoover
Notary Public, Delaware
My Commission Expires 10-19-2010



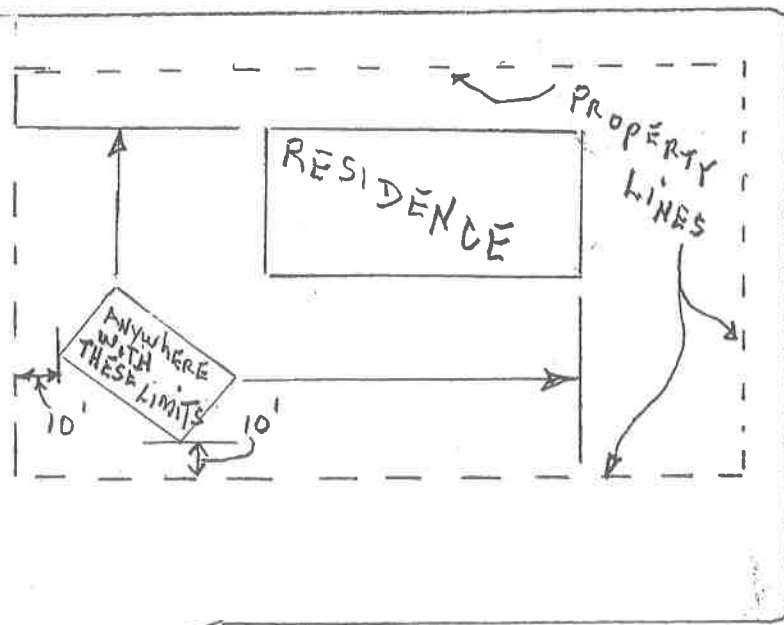
FENCES

1. YARDS WITH SWIMMING MUST HAVE 6 FOOT PRIVACY FENCE AROUND Pool
2. ONLY VINYL SURFACE FENCING CAN BE USED.
3. IF CHAIN-LINK IS USED, SLATS CANNOT BE ADDED.



OUT-BUILDINGS

1. 10' FROM PROPERTY LINES
2. WITHIN SIDE LINES
3. SIMILAR IN DESIGN AND STYLE TO EXISTING SIDING & ROOFING & COLOR



Pools

1. REAR YARD ONLY.
2. 6 FOOT PRIVACY FENCE MINIMUM 10' FROM POOL SURROUNDING POOL.

