

PUBLIC OFFERING STATEMENT
FOR WESTTOWN VILLAGE CONDOMINIUM

(Prepared by Millwood Acquisitions, LLC)
(Ryan Homes Purchasers Only)

Dated: November ____, 2020

This Public Offering Statement is being offered in accordance with and pursuant to the Delaware Uniform Common Interest Ownership Act (“DUCIOA”), 25 Del. C. §§ 81-403 and 81-404, with respect to the following community (“Westtown Village”) as shown on the “Record Site Plan for Property Known as “Westtown Village” recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware (the “Recorder’s Office”) at Plot Book 00266, Page 00011 (“Record Plot”); being the common interest condominium community established pursuant to (a) the Condominium Declaration Plan prepared for Westtown Village, to be recorded in the Recorder’s Office upon substantial completion of the first condominium unit in Westtown Village, as such plan may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the “Declaration Plan”), and (b) the Declaration of Westtown Village Condominium to be recorded in the Recorder’s Office upon substantial completion of the first condominium unit in Westtown Village, as it may be subsequently supplemented or amended from time to time (collectively, as supplemented and amended, the “Declaration”). Capitalized terms used herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration.

THE NARRATIVE SECTIONS OF THIS PUBLIC OFFERING STATEMENT DO NOT REPEAT OR CONTAIN ALL OF THE INFORMATION APPEARING IN THE GOVERNING DOCUMENTS FOR WESTTOWN VILLAGE AND OTHER MATERIALS REPRODUCED AS EXHIBITS TO THIS PUBLIC OFFERING STATEMENT. IN MANY CASES, THESE SECTIONS CONTAIN ABSTRACTS OR SUMMARIES OF INFORMATION FROM THE EXHIBITS. ACCORDINGLY, IN NO CASE SHOULD ANY OF THE INFORMATION SET FORTH IN THE NARRATIVE SECTIONS OF THIS PUBLIC OFFERING STATEMENT BE CONSTRUED TO SUBSTITUTE FOR, ALTER, MODIFY OR ABROGATE, IN WHOLE OR IN PART, ANY OF THE TERMS, CONDITIONS OR PROVISIONS OF ANY OF THE GOVERNING DOCUMENTS FOR WESTTOWN VILLAGE AND OTHER MATERIALS REPRODUCED AS EXHIBITS TO THIS PUBLIC OFFERING STATEMENT.

This Public Offering Statement consists of two (2) parts, a narrative portion and an exhibit portion. The narrative portion is intended to summarize certain significant features of Westtown Village and also to present other information of interest to a prospective purchaser of a unit. This Public Offering Statement contains information required to be furnished to purchasers of residential home units under DUCIOA. The exhibits include copies of legal documents that are required for the creation, operation and governance of Westtown Village. All of Declarant’s and Participating Builder’s sales agents and other representatives are prohibited from changing, and lack legal authority to alter or modify, any of the terms and conditions of the legal documents, or attempting to interpret their legal effect, or making any promises about the features of Westtown Village.

(1) Name and principal address of the Declarant of the common interest community known as Westtown Village:

Millwood Acquisitions, LLC, a Delaware limited liability company (the “Declarant”)
102 Larch Circle, Suite 301
Newport, Delaware 19804

(2) What type of common interest community is Westtown Village?

Westtown Village is a condominium, as such term is defined by DUCIOA.

(3) General description of Westtown Village, including to the extent possible, the types, number, and Declarant’s schedule of commencement and completion of construction of buildings, and amenities that the Declarant anticipates including in Westtown Village:

Westtown Village is located at the intersection of Industrial Street and Bobby’s Branch Road in the Town of Millsboro, Sussex County, State of Delaware. Construction in Westtown Village will consist of a maximum of ninety-two (92) buildings, totaling a maximum of ninety-two (92) detached, single-family residential condominium units.

Commencement of unit construction began on September 25, 2020, with construction of the first building consisting of one (1) unit. For purchasers working through the Participating Builder(s) (identified in Paragraph 20 below), the construction of each individual unit shall commence only after the execution of a sales contract for such unit, and each unit will be completed approximately one hundred fifty (150) days after commencement. Construction of the final unit in Westtown Village is currently projected to occur by March 30, 2023. Notwithstanding the above, Declarant and Participating Builder(s) reserve the right to change the foregoing schedule in their sole subjective and absolute discretion as dictated by market conditions and the execution of sales contracts for units. All units and other common areas and common elements in Westtown Village, including those constructed by Declarant or Participating Builder(s), shall be constructed in conformance with the guidelines set forth in the Declaration attached hereto as Exhibit “A.”

As shown on the Declaration Plan, the Declarant anticipates installing the following amenities that will be completed by the first quarter of 2021: pool and pool house. Declarant makes no other representations regarding the construction or amenities or other structures in Westtown Village.

The gravesite of a Civil War Soldier is located in the Common Area of Westtown Village and is fully enclosed by a fence.

As shown on the Declaration Plan, as of the date of this Public Offering Statement, there are railroad tracks on property adjacent to the Westtown Village property. There is a berm built on the Westtown Village property between the Units and the railroad tracks.

Declarant does not own, and has no control over, the adjacent property or the railroad tracks.

(4) How many Units will be in Westtown Village?

Westtown Village is presently approved for the construction of a total of up to ninety-two (92) units comprised of ninety-two (92) buildings to be administered by the Westtown Village Condominium Association (the "Association").

(5) Copies of governing documents for Westtown Village:

The following governing documents for Westtown Village are attached hereto:

Exhibit "A" - Form of Declaration of Westtown Village Condominium, to be recorded in the Records Office

Exhibit "B" - Form of Declaration Plan of Westtown Village, 2020, to be recorded in the Records Office

Exhibit "C" - Bylaws for Westtown Village Condominium, to be recorded in the Recorder's Office

Exhibit "D" - Rules and Regulations [Not Yet Adopted]

Exhibit "E" - Current Balance Sheet for the Association

Exhibit "F-1" - Current Budget and Reserve Fund Schedule for the Association

Exhibit "F-2" - Estimated Build-Out Budget for the Association

Exhibit "G" - Encumbrances

Exhibit "H" - Property Management Contract

Exhibit "I" - Ryan Homes form Sales Agreement and Homeowner's Manual

(6) Brief description of the significant features of the governing documents:

The governing documents for the Westtown Village Condominium Association set forth the various rights and responsibilities of the Association, Unit Owners, Declarant and Participating

Builder(s) in Westtown Village. Generally, the Association will be responsible for the management, maintenance and operation of the General Common Elements in Westtown Village and the enforcement of the covenants, restrictions and easements set forth in the Declaration. Generally, the Unit Owners are responsible for the Units and the Limited Common Elements, as set forth in the Declaration. Various restrictions regarding, but not limited to, the use of Units, payment of assessments, reservation of rights for the Declarant and Participating Builder(s), and penalties for owner violations are set forth in the governing documents. Such significant features of the governing documents are described with greater specificity elsewhere in this Public Offering Statement and, of course, may be gleaned pursuant to a review of the governing documents attached as exhibits to this Public Offering Statement.

a. **Declaration.** The Declaration contains, among other provisions, sections (1) subjecting Westtown Village to the Declaration, (2) describing the Declarant's right to expand the Condominium to include a maximum of up to ninety-two (91) additional Units ("Expansion Units"), (3) defining the Units as including all of the space in each Unit extending to the exterior surfaces, so that the Units include all roofs, structural and non-structural walls, and the entirety of the buildings in which the Units are located, to be maintained and insured by Unit Owners and not the Association, (4) setting forth the membership and voting rights of Unit owners in the Association, (5) providing for how title to the Common Elements are held and establishing and describing the various rights and easements in the Common Elements, (6) setting forth the right of the Association to adopt rules and regulations governing the use of General Common Elements, Limited Common Elements and Units, (7) establishing the responsibility of the Association to maintain the General Common Elements and enforce covenants, restrictions and easements, (8) obligating Unit owners to pay assessments and Limited Common Element charges to the Association, (9) imposing restrictive covenants with respect to the use of Units, including without limitation leasing restrictions, (10) imposing restrictive covenants with respect to use of the Common Elements, and other matters, and (11) setting forth special rights of the Declarant and Participating Builder(s).

b. **Bylaws.** The affairs of the Association will be conducted in accordance with the Bylaws recorded with the Recorder's Office. The Bylaws contain, among other provisions, sections describing the workings of the Association and the Board of Directors (also sometimes referred to as the "Executive Board") and setting forth detailed guidelines for the operation of the Association.

c. **Rules and Regulations.** Certain restrictions governing the use of the Units and Common Elements and governing the maintenance, repair, replacement and use of the Units and Common Elements are stated in the Declaration and Bylaws. In addition, the Declaration authorizes the Association to promulgate Rules and Regulations for the use of the Units and Common Elements. No such rules and regulations have been adopted at this time.

d. **Other Recorded Covenants, Conditions, Restrictions and Reservations.** There are currently no other recorded covenants, conditions, restrictions or reservations affecting Westtown Village other than as elsewhere described or referred to in this Public Offering Statement, including Section 10 and Exhibit "G."

e. **Contracts or Leases Subject to Cancellation.** There are no contracts or leases of a material nature with respect to Westtown Village that will or may be subject to cancellation by the Association following the termination of the period of Declarant Control except the property management contract attached hereto as Exhibit “H.”

f. **Contracts and Leases to be Signed by Purchasers at Closing.**

None.

(7) Current balance sheet and budget for the Association:

A current balance sheet for the Association is attached hereto as Exhibit “E.”

A projected current budget and reserve funding schedule for the Association, each for the one-year period beginning on the date of first conveyance of a Unit to a purchaser other than to a Participating Builder, are attached hereto as Exhibit “F-1.”

The budget for the Association was prepared by the Association’s Board of Directors with the assistance of Investment Property Services LLC, the property management company for Westtown Village, with an address of 102 Larch Circle, Suite 302, Newport, DE 19804 (main office).

The current annual assessment amount is \$1,404 per year per Unit, payable in monthly installments of \$117 per month per Unit. Said annual assessment amount currently includes a reserve contribution in the amount of \$0.00/year (\$0.00/month), replacement and other reserve contributions are collected as described in Section 9 below. Prior to the end of the Declarant Control Period, it is anticipated that a reserve study will be performed, at which time an appropriate reserve contribution will be identified.

The current budget assumes no inflation and sales of approximately 48 Units during the budget period, and assumes that based on the average settlement date of such sales within the annual assessment period such annual assessments collected will be prorated for a twelve month period. However, the number of Units sold during the year of the current budget and the timing of settlement of such sales is entirely speculative and cannot be predicted with accuracy; therefore, the income specified in Exhibit “F-1” may exceed the actual income for such year, which cannot be determined at this time.

All figures and other information set forth in the current budget and reserve funding schedule, including, but not limited to, the estimated expenses, assessments and other income, and the repair and replacement reserve contribution, are based upon the current budget documents approved by the Association and/or similar projects and as provided by DUCIOA. The budget and reserve funding schedule, and all figures and other information set forth therein, shall not be deemed to be part of any Sales Agreement, or to constitute the basis of the bargain, between Declarant or any Participating Builder and any Unit purchaser, nor shall such budget figures or other information be deemed to give rise to or constitute any representation or warranty whatsoever, whether express or implied, regarding the level of assessments or any other matter.

THE BUDGET FIGURES ARE, OF COURSE, GOOD FAITH ESTIMATES AND NEITHER DECLARANT NOR ANY PARTICIPATING BUILDER CAN BE CERTAIN THAT SUFFICIENT FUNDS HAVE BEEN BUDGETED TO COVER ALL COMMON EXPENSES THAT MAY BE INCURRED. Because actual expenditures may differ from estimated expenditures, due to possible changes in the future expenses of the Westtown Village Condominium Association and other variable factors, such estimates are not intended nor shall they be considered as guarantees of any kind whatsoever.

A projected “Buildout” Budget for the Association estimated for a one-year period (of undetermined date) after the project has been completed and an assumed ninety-two (92) Units have been completed, sold and conveyed is attached hereto as Exhibit “F-2.” This Buildout Budget is an estimate only; such future budget has not been approved by the Association, and is not represented or warranted to be correct.

(8) Services not reflected in the budget that the Declarant provides, or expenses that the Declarant pays and which the Declarant expects may become at a subsequent time a common expense of the Association and the projected common expense assessment attributable to each of those services or expenses for each type of Unit:

None.

(9) Initial or special fee due from the seller or the purchaser at the time of sale, together with a description of the purpose and method of calculating the fee:

Pursuant to Article V, Section 1(h)(2) of the Bylaws, an initial assessment in the amount of \$250.00 shall be paid by the purchaser upon the initial sale and conveyance of each Unit to a third-party (except sales to a Participating Builder). The initial assessment was calculated based on the industry accepted opening capital reserve payment value. The initial assessments collected pursuant to Section Article V, Section 1(h)(2) of the Bylaws shall be deposited in the Repair and Replacement reserve and used by the Association to pay the cost of maintaining the General Common Elements (including any amenities and recreational facilities) and/or to establish the necessary reserve funds for the future maintenance, replacement or repair of the General Common Elements (including any amenities and recreational facilities). The initial capital contribution to the Association is not an escrow or advance, and is not refundable.

(10) Description of any liens, defects, or encumbrances on or affecting the title to Westtown Village and a statement as to which liens, defects or encumbrances will remain after the transfer of Units:

The following encumbrances affect the title to Westtown Village and will be released as to each Unit in connection with the conveyance of such Unit to the initial purchaser:

a. Mortgage and Security Agreement between Millwood Acquisitions, LLC and First Bank, in the amount of \$3,472,500.00, dated October 30, 2019, and recorded November 1, 2019, in the Recorder’s Office, in Mortgage Book 17913, Page 333, *et seq.*

b. Mortgage between Millwood Acquisitions, LLC and NVR, Inc., in the amount of \$232,500.00, dated October 21, 2019, and recorded October 28, 2019, in the Recorder's Office, in Mortgage Book 17898, Page 26, *et seq.*

The following encumbrances affect the title to Westtown Village and will remain following the conveyance of each unit:

a. Declaration of Westtown Village Condominium, Town of Millsboro, Sussex County Delaware, dated _____, 2020 and recorded in the Recorder's Office at Deed Book _____, Page ____ *et seq.* [*To Be Recorded*]

b. Bylaws for Westtown Village Condominium, Town of Millsboro, Sussex County Delaware dated _____, and recorded in the Recorder's Office in Book _____, Page ____ *et seq.* [*To Be Recorded*]

c. Declaration of Easement Together With an Irrevocable Power of Attorney Coupled With an Interest, dated _____, and recorded _____, in the Recorder's Office, in Book _____, Page ____ *et seq.* [*To Be Recorded*]

d. Right of Way Agreement to a 50 foot Road as described in Deed Record 453, Page 372. *et seq.*

e. Notes, Easements, Restrictions (if any) as depicted in Record Plan _____ recorded in the Recorder's Office at Plot Book 285, Page 67.

f. Easement Agreement with the State Highway Department of the State of Delaware dated July 25, 1956 and recorded August 16, 1956 in the Recorder's Office in Deed Book 465, Page 148.

g. Right of Way Agreement with Delaware Power & Light Company dated November 1, 1966 and recorded contemporaneously therewith in the Recorder's Office in Deed Book 522, Page 239.

h. Right of Way Agreement with Delaware Power & Light Company dated April 3, 1975 and recorded April 10, 1975 in the Recorder's Office in Deed Book 525, Page 700 *et. seq.*

i. Right of Way for Ingress and Egress as set forth in Deed Book 586, page 413.

j. Right of Way for Ingress and Egress as set forth in Deed Book 4077, Page 118.

k. Easement Agreement with the Town of Millsboro dated December 1, 1987 and recorded December 15, 1987 in the Recorder's Office in Deed Book 1537, Page 10.

l. Slope Easement a set forth in Deed Book 558, Page 691.

m. Daylighting Easements as set forth in Deed Book 558, Pages 692, 694 and 696.

n. Record Minor Subdivision Plan as set forth in Plot Book 100, Page 157.

o. Record Site Plan for Property known as “Westtown Village” recorded on July 23, 2018 in Plot Book 00266, Page 00011.

The brief narrative descriptions of the encumbrances contained in this Section (10) are for general disclosure purposes only, do not repeat or contain all of the information contained in the encumbrances, and are not a substitute for the encumbrances. Copies of the encumbrances are attached to this Public Offering Statement either individually (see Exhibits “A”- “D”) or as part of Exhibit “G”.

(11) Financing offered by or arranged by Declarant:

None.

(12) Terms and significant limitations on any warranties provided by the Declarant, including statutory warranties and limitations on the enforcement thereof or on damages:

None. Participating Builder makes no representations or warranties of any type with respect to the Units, or the construction of dwellings thereon, except for the express written warranties contained in the Sales Agreement executed with purchasers, or the warranty documents delivered to purchasers at closing, copies of the form of such Sales Agreement and warranty documents being attached hereto as Exhibit “I,” and the warranties imposed by DUCIOA.

THESE ARE THE ONLY WARRANTIES THAT WILL BE GIVEN WITH RESPECT TO THE UNITS AND COMMON ELEMENTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DECLARANT AND PARTICIPATING BUILDER(S) EACH DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, APPLICABLE TO THE UNITS, HOMES CONSTRUCTED THEREON, AND COMMON ELEMENTS.

(13) Status of unsatisfied judgments or pending suits against the Association and/or status of pending suits material to Westtown Village:

Not applicable, as there are no judgments or pending suits against the Association and/or affecting Westtown Village in any way.

(14) Deposits made in connection with the purchase of a Unit:

Any deposit made in connection with the purchase of a Unit in Westtown Village will be held in an escrow account until closing and will be returned to the purchaser if the purchaser cancels the contract pursuant to § 81-408 of DUCIOA.

All deposits made by purchasers dealing with the Participating Builder, NVR, Inc., t/a Ryan Homes, shall be held by the following escrow agent:

NVR, Inc., t/a Ryan Homes, 32448 Royal Boulevard, Suite B, Dagsboro, DE 19939 as escrow agent, with an account at Bank of America, 910 Main Street, Dallas, TX 75202.

(15) Restraints on alienation and restrictions on use, occupancy, and alienation of units/lots:

All Units in Westtown Village are subject to the following restraints and restrictions:

- Residential use only; and
- Long term rentals only – i.e., rental term must be for a minimum period of one (1) year, subject, however, to requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs.

(16) Insurance coverage provided for the benefit of Unit owners:

The Association will provide casualty and liability insurance for the Common Elements in Westtown Village and any amenities or facilities located thereon.

(17) Current or expected fees or charges to be paid by owners for the use of Common Areas or facilities located thereon:

All owners shall be required to pay assessments as required by the Declaration. The non-payment of assessments could lead to a loss of privileges concerning the Common Elements or any amenities or facilities located thereon. However, no additional user fee is currently being charged or is expected to be charged to gain entry to and/or to use the Common Elements or any amenities or facilities located thereon.

(18) Development rights reserved by the Declarant:

The Declarant has reserved on its own behalf and/or on behalf of each Participating Builder by assignment:

a. For itself, and the right for the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Elements, for the installation, maintenance and inspection of lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone, cable television and other utilities, or as may be reasonably necessary for the purpose of discharging obligations or exercising special declarant rights under DUCOIA or reserved in the Declaration.

b. A drainage and/or utility easement along the interior side of all perimeter boundaries and/or any easements contained on the Record Plot.

c. The right to appoint members of the Board of Directors in accordance with DUCIOA and the governing documents.

d. The Following “Special Declarant Rights”: (i) the right to complete or make improvements indicated on the Record Plot and the Declaration Plan; (ii) the right to maintain sales offices, management office, models on Units or on the Common Elements; (iii) the right to maintain signs on the Property to advertise the sales of homes, provided all signage complies with applicable zoning regulations; (iv) the right to conduct sales business and construction activities on the Property; (v) the right to expand the condominium subjected to the Declaration pursuant to Sections 5 and 6 of the Declaration; and (vi) the right to use and permit others to use, easements through the Common Elements as may reasonably be necessary for the purpose of discharging the Declarant’s and Participating Builders’ obligations under DUCIOA and the Declaration.

e. Any other right reserved for the Declarant and set forth in the Declaration.

(19) Declarant Control Period:

“Declarant Control Period” means the period beginning on the date of recordation of this Declaration and ending on the date which is the earlier of (i) sixty (60) days after the date on which seventy-five percent (75%) or more of the proposed Units, including any and all Units submitted to the Act and the Condominium Regime in accordance with this Declaration and any and all proposed Expansion Unit(s), together with the Common Elements appurtenant thereto, have been conveyed to Unit Owners other than Declarant; (ii) two (2) years after Declarant has ceased to offer Units for residential purposes for sale in the ordinary course of business; (iii) two (2) years after any right to add new Units for residential purposes was last exercised; (iv) the day Declarant, after giving written notice to the Unit Owners, records an instrument voluntarily surrendering all rights to control activities of the Association; or (v) ten (10) years after the date on which the first Unit has been conveyed to a Unit Owner other than Declarant.

(20) Participating Builder:

“Participating Builder” shall mean and refer to a person or entity that acquires from the Declarant any part of the property subjected to this Declaration, now or in the future, for the purpose of building a residential unit for sale in the ordinary course of business of such person or entity.

At present the Participating Builder in Westtown Village is: NVR, Inc., t/a Ryan Homes, 32448 Royal Boulevard, Suite B, Dagsboro, Delaware 19939; Telephone: (302) 732-9945

There may be additional Participating Builders in Westtown Village from time to time.

(21) Financial Arrangements Provided for Completion of Declarant’s Improvements:

a. Mortgage and Security Agreement between Millwood Acquisitions, LLC and First Bank, in the amount of \$3,472,500.00, dated October 30, 2019, and recorded November 1, 2019, in the Recorder’s Office, in Mortgage Book 17913, Page 333, *et seq.*

b. Mortgage between Millwood Acquisitions, LLC and NVR, Inc., in the amount of \$232,500.00, dated October 21, 2019, and recorded October 28, 2019, in the Recorder's Office, in Mortgage Book 17898, Page 26, *et seq.*

(22) Important Information Regarding Disclosures:

The information set forth in this Public Offering Statement and in the materials reproduced as exhibits hereto is being provided to purchasers of homes and Units within Westtown Village in accordance with DUCIOA and is based upon current development plans and information currently available to Declarant. The information set forth in this Public Offering Statement and in the materials reproduced as exhibits hereto is subject to changes, modifications, and supplements to such information are probable and should be expected. Any provision of this Public Offering Statement to the contrary notwithstanding, Declarant reserves the right, in its sole subjective and absolute discretion, to make any change required or deemed necessary to comply with any applicable governmental approvals or permits, the requirements of local zoning ordinances, governmental guidelines and restrictions, or any other applicable laws or regulations without the consent or approval of any other party.

For a more complete statement of Association rights and exemptions reserved by or for the benefit of the Declarant and/or Participating Builder(s) and for other information regarding the Association and the Westtown Village community, purchasers of Units are encouraged to review the Association governing documents and current and projected budgets of the Association, all of which are attached hereto as Exhibits "A" through "F-2." In the event of any conflict between this Public Offering Statement and the attached exhibits, the provisions of the exhibits shall control. If any provisions of this Public Offering Statement or of the Association governing documents are not understood, purchasers should seek competent legal advice.

Tax Parcel Number: 2-33-5.00-12.00

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**DECLARATION OF
WESTTOWN VILLAGE CONDOMINIUM
TOWN OF MILLSBORO, SUSSEX COUNTY, DELAWARE,**

MILLWOOD ACQUISITIONS, LLC, a Delaware limited liability company, of 102 Larch Circle, Suite 301, Newport, Delaware 19804 (together with its successors and assigns, "**Declarant**"), does hereby declare:

1. Intent of Submission and Description of Property. **Millwood Acquisitions, LLC**, as owner of legal title to the land herein described, hereby submits certain real property located in Sussex County, Delaware, as more particularly described in Schedule "A" annexed hereto, together with the buildings and improvements thereon erected and owned by Declarant in fee simple absolute (hereinafter referred to as the "**Property**"), to the provisions of the Delaware Uniform Common Interest Ownership Act, 25 Del. C. Section 81-101, *et seq.* (hereinafter referred to as the "**Act**"), in order to create a plan of condominium ownership in the Property. The Property currently consists of the Land, Units and Common Elements (all as hereinafter defined) shown on the Declaration Plan (as hereinafter defined) but expressly excepts and excludes the Expansion Area (as hereinafter defined), including, but not limited to, the Expansion Unit(s) (as hereinafter defined), until such time, if ever, as such Expansion Area, including, but not limited to, such Expansion Unit(s), are constructed and submitted to the Act and the Condominium Regime (as hereinafter defined) in accordance with the terms of this Declaration.

2. Definitions. The terms used in this Declaration and in the accompanying Bylaws shall have the following meanings:

(a) "**Act**" means the Delaware Uniform Common Interest Ownership Act, Title 25 Delaware Code, Sections 81-101 through 81-421, as amended.

(b) **“Association”** means all of the Unit Owners acting as a group in accordance with this Declaration, the Bylaws and the Act, which shall be organized as a Delaware unincorporated nonprofit association called the “WESTTOWN VILLAGE CONDOMINIUM ASSOCIATION.”

(c) **“Bylaws”** means the recorded document that contains the procedures for the conduct of the affairs of the Association in accordance with the Act, including any and all amendment thereto.

(d) **“Common Elements”** means all parts of the Condominium Property other than the Units, as more fully set forth in Section 8 hereof, captioned “Common Elements”. The Common Elements shall include the General Common Elements and Limited Common Elements but shall expressly except and exclude the Expansion Areas unless and until such time, if ever, as the Expansion Area is developed and submitted to the Act and the Condominium in accordance with the terms of this Declaration.

(e) **“Common Expenses”** means and includes:

(1) All sums lawfully assessed against the Unit Owners by the Executive Board;

(2) Expenses of administration, maintenance, repair and replacement of the Common Elements, including Repair and Replacement Reserves as may be established from time to time;

(3) Expenses agreed upon as Common Expenses by the Unit Owners in accordance with the terms of this Declaration and the Bylaws;

(4) Expenses declared to be Common Expenses by the provisions of the Act, by this Declaration, or the Bylaws;

(5) Premiums for insurance policies required to be purchased by the Executive Board pursuant to the Bylaws;

(6) Costs and expenses allocated and attributable to the Property and payable by the Executive Board on behalf of the Unit Owners which are assessed to the Property in connection with the maintenance, repair, replacement and other obligations, responsibilities and duties as more fully set forth in the Easement Agreements;

(7) All valid charges assessed against or applicable to the Property and the Condominium as a whole;

(8) The costs of any litigation in which the Association is a party to the extent such costs are not covered by insurance;

(9) All expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, related to General Common Elements or other real estate interests described in this Declaration; and

(10) All expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, related to Common Elements, other Units or other real estate described in this Declaration.

(f) **"Condominium"** means the Westtown Village Condominium project being submitted to the provisions of the Act pursuant to the terms and conditions of this Declaration as developed from time to time and submitted to the provisions of the Act.

(g) **"Condominium Documents"** means this Declaration and the Declaration Plan, Bylaws, Rules and Regulations, and Declaration of Easement, and any of the accompanying documents referenced or provided for as schedules thereto, and any and all amendments thereto.

(h) **"Condominium Regime"** means the entirety of the Property as developed from time to time consistent with the terms of the Condominium Documents.

(i) **"County"** means Sussex County, Delaware.

(j) **"Declarant"** means Millwood Acquisitions, LLC and its successors or assigns.

(k) **"Declaration"** means this document by which the Declarant, as owner in fee simple of the Property, submits the Property to the provisions of the Act, and any and all amendments hereto.

(l) **"Declaration Plan"** means the Condominium Declaration Plan March 4, 2021, prepared by Morris & Ritchie Associates, Inc. which Condominium Declaration Plan (i) contains a survey of the entire Property and a depiction and location of the Units and Common Elements and the Expansion Area, (ii) is recorded contemporaneously with this Declaration in the Recorder's Office, and (iii) complies with §§ 81-103(18) and 81-209 of the Act, and any and all amendments thereto.

(m) **"Declaration of Easement"** means the Declaration Of Easement Together With An Irrevocable Power Of Attorney Coupled With An Interest (a copy of which is attached hereto as **Schedule "E"**), which is or will be placed of record in the Recorder's Office immediately prior to the Declaration Plan, and any and all amendments thereto.

(n) **"Declarant Control Period"** means the period beginning on the date of recordation of this Declaration and ending on the date which is the earlier of (i) sixty (60) days after the date on which seventy-five percent (75%) or more of the proposed Units, including any and all Units submitted to the Act and the Condominium Regime in accordance with this Declaration and any and all proposed Expansion Unit[s], together with the Common Elements appurtenant thereto, have been conveyed to Unit Owners other than Declarant; (ii) two (2) years

after Declarant has ceased to offer Units for residential purposes for sale in the ordinary course of business; (iii) two (2) years after any right to add new Units for residential purposes was last exercised; (iv) the day Declarant, after giving written notice to the Unit Owners, records an instrument voluntarily surrendering all rights to control activities of the Association; or (v) ten (10) years after the date on which the first Unit has been conveyed to a Unit Owner other than Declarant.

(o) **"Easement Agreements"** means, individually and collectively, those certain easement agreements described in **Exhibit "B"** annexed hereto, and any and all amendments to any of the foregoing Easement Agreements.

(p) **"Eligible Mortgage Holder"** means a holder, insurer or guarantor of a mortgage on a Unit who, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit number or address of the Unit on which it holds (or insures or guarantees) the mortgage), has requested notice from the Executive Board as to any proposed action which requires the consent of a specified percentage of Eligible Mortgage Holders.

(q) **"Executive Board"** means a board of natural persons of the number stated in this Declaration.

(r) **"Expansion Area"** shall have the meaning ascribed in Section 5 hereof, captioned "Expansion" and shall expressly except and exclude the Property.

(s) **"Expansion Unit(s)"** shall have the meaning ascribed in Section 4 hereof, captioned "Units".

(t) **"General Common Elements"** mean the entire Property expressly excepting and excluding the Units and Limited Common Elements, as shown on the Declaration Plan and as otherwise set forth herein.

(u) **"Initial Units"** shall have the meaning ascribed in Section 4 hereof, captioned "Units".

(v) **"Land"** means real property described in **Schedule "A,"** expressly excepting and excluding (i) the Units or other improvements thereon, and (ii) the Expansion Units.

(w) **"Limited Common Elements"** shall have the meaning ascribed in Section 8(c) hereof, captioned "Limited Common Elements."

(x) **"Majority"** or **"Majority of Unit Owners"** means the Owners of more than fifty percent (50%) of the aggregate Percentage Interest or Fractional Interest in the undivided ownership of the Common Elements as specified herein.

(y) **“Managing Agent”** means a professional managing agent employed by the Declarant or Executive Board to perform such duties and services as the Declarant or Executive Board shall authorize in conformance with this Declaration and the Bylaws.

(z) **“Participating Builder”** shall mean and refer to any legal entity or party other than Declarant that, in the ordinary course of such party’s business, constructs residential structures on any portion of the Property for sale or lease to others who would qualify as a “Dealer” under the Act, and by way of illustration and not limitation, initially include NVR, Inc., and any other builder designated as such by the Declarant.

(aa) **“Percentage Interest”** or **“Fractional Interest”** means the proportionate undivided interest in the Common Elements, expressed as a percentage or fraction and assigned to each Unit as set forth in Schedule “C” attached hereto and subject to specified reductions upon subsequent amendments thereto as provided for in Schedule “D” attached hereto.

(bb) **“Recorder’s Office”** means the Office of the Recorder of Deeds, in and for Sussex County, State of Delaware.

(cc) **“Rules and Regulations”** means such rules and regulations as may be adopted from time to time by the Declarant or Executive Board that are deemed necessary for the enjoyment of the Condominium, provided they are not in conflict with the Act, this Declaration, the Bylaws or any of the Condominium Documents.

(dd) **“Town”** means the Town of Millsboro located in Sussex County, Delaware.

(ee) **“Unit”** means a Unit as defined by §81-103(48) of the Act, and described on the Declaration Plan and herein depicted and described on the Declaration Plan, and shall expressly include the Initial Unit(s) and, when and if constructed and submitted to the Act and the Condominium, any Expansion Units.

(ff) **“Unit Designation”** means the number, letter or combination thereof designating a Unit on the Declaration Plan.

(gg) **“Unit Owner”** means any natural person, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof which owns title to a Unit, but does not include any such natural person, corporation, partnership, association, limited liability company, trust or other legal entity or any combination thereof having an interest in a Unit solely as security for an obligation.

3. Name of Condominium. The Condominium shall be known as **“The Westtown Village Condominium.”** The Condominium if an expandable condominium as hereinafter provided.

4. Number of Units. There shall be a maximum of up to ninety-two (92) Units erected on the Land. As of the date of this Declaration, three (3) Units designated as Units 3, 4,

and 5 (the “**Initial Unit(s)**”), have been built and are hereby established as part of the Condominium. The Initial Unit(s) are located as shown on the Declaration Plan.

(a) As provided in this Declaration, including, but not limited to, Section 5 hereof, Declarant has reserved the right (but not the obligation) to expand the Condominium to include a maximum of up to eighty-nine (89) additional Units (the “**Expansion Units**”) together with appurtenant Common Elements erected on the Condominium Property, each to be constructed, if at all, in the future.

(b) Each of the Initial Unit(s) has been, or will be, erected in substantial conformity with, and as depicted on the Declaration Plan. Each of the Expansion Units, as they are built, will be located in substantial conformity with and as depicted on the Declaration Plan. Each of the Expansion Units, when and if submitted to the Act and the Condominium in accordance with the terms of this Declaration, will be substantially consistent, in terms of quality of construction and structure type, with the Initial Unit(s); provided, however, that Declarant may effect minor changes in the location of Units in order to improve views to and from the Units, improve parking areas and harmonize the Condominium Property to the sewer, water and other utilities service distribution plans; and further provided that the Declaration Plan shall not be substantially changed and no interest in any Unit or Common Element shall be changed thereby, except as provided herein. To accomplish the purpose set forth herein, contemporaneously herewith Declarant has filed the Declaration of Easement in the Recorder's Office.

(c) Upon the recordation of this Declaration, each Unit Owner, by operation of law, shall have the undivided Percentage Interest in the Common Elements, Common Expenses, and common profits, and shall have the number of votes, set forth on Schedule “C” attached hereto, as amended. The sum of the Percentage Interests when expressed in terms of a percentage as provided in Schedule “C” for all Units shall equal one hundred percent (100%), except for minor variations due to rounding. In the event of any discrepancy between an allocated interest and the result derived from application of the pertinent formula, then the allocated interest prevails as provided under §81-207(e) of the Act.

5. Expansion.

- a. Right to Expand. Subject to the limitations and requirements set forth herein, Declarant and any successors in interest to Declarant pursuant to an assignment of Declarant's rights title and interests under this Declaration as recorded in the Recorder's Office shall have the absolute right (but not the obligation), without the consent of the Association, the Executive Board, any Unit Owner, any Eligible Mortgage Holder, or the holder of any lien on any Unit or any other third party, at any time and from time to time, to be exercised prior to the date that is ten (10) years after the date of the recordation of this Declaration in the Recorder's Office as may be extended by the Declarant as provided in Section 19(c) below (as extended the “**Expansion Deadline**”), to annex into the Condominium Property; and thereby to submit to each and every of the provisions of this Declaration and

the Act and to the Condominium, the Declarant's interest in and to the land described on the Declaration Plan, as amended to date, as the "Expansion Land/Future Construction" which are currently excepted out and from submission to the Act and the Condominium, and which land underlies, encompasses, or contains, *inter alia*, the Expansion Units (collectively, the "**Expansion Area**"), together with the improvements to be hereafter constructed upon the Expansion Area in substantial conformity with the Declaration Plan. Nothing herein shall be construed or interpreted (either expressly or impliedly) as requiring or obligating Declarant to expand the Condominium and annex any additional land (including, but not limited to, any or all of the Expansion Area) or construct any additional Units or other improvements thereon, including, but not limited to, any one or more of the Expansion Units. The foregoing expansion may be accomplished in one or more phases (individually an "**Expansion Phase**" and collectively the "**Expansion Phases**"), subject to such changes as Declarant or its successor in interest, in the discretion of Declarant or such successor in interest, deems necessary due to site conditions, construction problems, revisions to applicable building codes or circumstances dictated by the needs of the market place, or conditions, or such other factors or circumstances that Declarant encounters from time to time that requires such changes in Declarant's sole subjective and exclusive judgment. The construction of the Expansion Phases, in whole or in part, is to be at the sole subjective and absolute discretion of Declarant or Declarant's successor in interest; provided, however, that anything elsewhere contained herein to the contrary notwithstanding, each Expansion Phase must consist of an entire substantially completed building, and all Expansion Units in each building must be submitted to the Condominium Regime only if all Units in such Building are substantially complete. If, as and to the extent constructed and annexed and submitted as aforesaid, each Expansion Phase shall become part of the Condominium and be subject to the terms and provisions of the Condominium Documents, the same as if both the currently "as-built" Condominium and each such Expansion Phase, when and as constructed, had been built contemporaneously and all references herein shall be construed appropriately in context.

- b. Any such expansion and annexation of any one or more of the Expansion Phases shall be accomplished by the recordation in the Recorder's Office of an amendment to this Declaration, an amendment to **Schedule "A"**, **Schedule "B"** and **Schedule "C"** of this Declaration, which shall conform to the schedule contained in **Schedule "D"** of this Declaration, as applicable, and an amended Declaration Plan showing thereon, *inter alia*, the Units and appurtenant Common Elements as constructed and amended Expansion Area. It shall be sufficient to describe and identify the land in any expansion or annexation under this Section by identifying, describing and designating said land (i) by the Unit numbers of the Units proposed to be built over the land, as the same are identified on **Schedule "A"** and delineated on the Declaration

Plan, and/or (ii) on the Declaration Plan. Any expansion or annexation of land under this Section shall be of an amount of land of square or cubic footage not less than that which is necessary to construct each of the Expansion Unit(s) as delineated on the Declaration Plan and any amended Declaration Plan.

- c. Adjustments to Common Element Percentages. Subject to the terms of this Declaration, upon the recordation of an amendment to this Declaration for the purpose of annexing to the Condominium Property all or any portion of the Expansion Area, including, but not limited to, any one or more of the Expansion Units, each Unit Owner, by operation of law, shall have the undivided Percentage Interest in the Common Elements, Common Expenses, and common profits, and shall have the number of votes, set forth on Schedule "C" attached hereto, as amended. Each such expansion and annexation will be accomplished by recording in the Recorder's Office an amendment to this Declaration which will, among other things and as appropriate, adjust each Unit's Percentage Interest in the Common Elements and each Unit's voting as shown on Schedule "C" or Schedule "D". The sum of the Percentage Interests when expressed in terms of a percentage as provided in Schedule "C" or Schedule "D" for all Units shall equal one hundred percent (100%), except for minor variations due to rounding. In the event of any discrepancy between an allocated interest and the result derived from application of the pertinent formula, then the allocated interest prevails as provided under §81-207(e) of the Act.
- d. Irrevocable Power of Attorney. Upon the recordation of such amendment, the Percentage Interest and voting rights provided for under the Act, the Bylaws, and this Declaration shall be reallocated as set forth above and as amended on Schedule "C" and in conformity with Schedule "D". Any deed for any Unit shall be delivered subject to the conditional limitation that the Percentage Interests and voting rights appurtenant to such Unit shall be automatically reallocated pro tanto upon the recordation of such amendments. Attached hereto as Schedule "F" is an Irrevocable Power Of Attorney Coupled With An Interest, which shall be executed by each Unit Owner coincident with and in partial consideration of Declarant's conveyance of each Unit to the Owner thereof. Such Power of Attorney may be recorded with the Recorder's Office to confirm the right of Declarant and its successors in interest to create and expand the Condominium to include part or all of the Expansion Phases as herein provided. In addition, each such Unit Owner and mortgagee of a Unit shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by Declarant, its successors in interest, to properly accomplish such amendments. Notwithstanding the foregoing, in the absence of the execution and delivery of any such Power of Attorney by any Unit Owner, such Unit Owner (for itself and its successors and assigns), by the acceptance of any deed in such Unit shall be deemed to have acknowledged and agreed to grant the rights and authority referenced and

contained in the foregoing Power of Attorney to the Declarant for the duration of the Expansion Deadline.

- e. Execution and Recordation of Amendments. There is reserved unto Declarant, its successors in interest, an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the Percentage Interests and voting rights appurtenant to each of the Units in accordance with this Section and executing, acknowledging and delivering such further instruments as may from time to time be required in order to accomplish the purposes of this Section. Each Unit Owner and each mortgagee of a Unit shall be deemed to have acquiesced in, and expressly authorized, the amendment of this Declaration and the Declaration Plan for the purpose of adding additional Units and Common Elements to the Condominium in the manner set forth in this Section and shall be deemed to have granted unto Declarant, its successors in interest, an irrevocable power of attorney, coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendments, and each such Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by Declarant, its successors in interest, to properly accomplish such amendments.
- f. Status of Expansion Area, including, but not limited to, Land Underlying Expansion Units, Prior to Expansion. During the interval of time between the recordation of this Declaration in the Recorder's Office and the date that is ten (10) years after such date, Declarant will not use any of the Expansion Area, for any purpose whatsoever, except to construct the Units and other appurtenant improvements thereon as provided under this Declaration and the Declaration Plan and hold the same in inventory for annexation as provided for herein.
- g. Obligation for Expense, Taxes and Other Burdens of Ownership of, and Right to Income and Proceeds from, Expansion Area Prior To Expansion. Unless and until all or any portion of the Expansion Area is submitted to the provisions of this Declaration and the Act and the Condominium in accordance with the terms of this Declaration, the expense, taxes and any other burdens of ownership of any such Expansion Area not so submitted shall be the responsibility of Declarant, at its sole cost and expense, and any income or proceeds from the Expansion Area shall inure to benefit of Declarant. Any necessary amendments to the Declaration and/or Declaration Plan under this Section shall also be at the sole cost and expense of Declarant.
- h. Declaration of Easement. The provisions of this Section shall also apply to any construction associated with any Expansion Phase by Declarant undertaken by virtue of the Declaration of Easement.

- i. Effect of Expansion. Upon each annexation of all or any portion of the Expansion Area, including, but not limited to, any one or more Expansion Units, into the property of the Condominium, Schedule "A" shall be amended to delete the exception of such portion of the Expansion Area as part of the land interests previously excluded from the property of the Condominium.
- j. No Additional Property. No additional property may be added to the Condominium that is not included in the Expansion Area.

6. Adjustments to Percentage Interests.

(a) Percentage of Ownership in Common Elements. Unless and until all of the Expansion Units are constructed, annexed and submitted to the Act and Condominium as hereinbefore provided, the respective percentages of ownership in the Common Elements for each Unit which shall be used for purposes of determining voting rights and the percentage share of each Unit for the expenses of and relating to the various rights in the Common Elements, shall be based and as shown on Schedule "C" attached hereto, as the same may be amended from time to time or at any time in accordance with the provisions of this Declaration.

(b) Change in Percentage of Ownership in Common Elements. Notwithstanding anything contained in this Declaration to the contrary, the proportionate undivided interest in the Common Elements of one or more Unit Owners may be reduced, altered, or changed by the recording of an amendment to this Declaration in accordance with the provisions of Section 5 hereof, captioned "Expansion". Any alteration or change in the proportionate voting rights of any Unit Owner shall be made only in accordance with the provisions of the Condominium Documents and the Act.

(c) Change in Percentage of Ownership in Common Elements, Voting Rights and Expenses by Expansion, and Method of Implementing Any Such Change. Notwithstanding any other provisions of this Declaration to the contrary, upon annexation of a land into the Property of the Condominium as provided for in Section 5 hereof, captioned "Expansion", the Percentage Interest of each Unit Owner in the Common Elements and the voting rights and expenses provided for in the Act and the Bylaws shall be reallocated as provided for, and authorized in, Section 5, and in accordance with the formula provided for in Section 5 and in conformity with Schedule "D" attached hereto. At the time of completion of construction of each Expansion Phase and submission by Declarant of each such Expansion Phase to the Act and the Condominium, Declarant shall file an amendment to this Declaration and the Declaration Plan in the Recorder's Office as provided for in Section 5 above.

(d)

7. Units. As of the date hereof, the Condominium consists of the Initial Unit(s). Each Unit's identifying number and, subject to being reduced, altered or changed in accordance with the terms of this Declaration, including, but not limited to, Sections 5 and 6 hereof, the Percentage Interests of each Unit in the Common Elements are listed on Schedule "C" attached hereto. The dimensions, area and location of the Units within the Condominium are as shown graphically on the Declaration Plan, as the same may be amended from time to time as the

Expansion Area and Expansion Units are added to the Condominium. Each Unit (which Unit shall also include the garage, if any, which is a part of such Unit, as such garage is more particularly depicted and described on the Declaration Plan) consists of the space measured horizontally between the finished (exposed) surface of such Unit and measured vertically from the finished (exposed) exterior side of the slab or basement surface of such Unit to the finished (exposed) exterior surface of the roof of such Unit. Included as part of each such Unit are (a) the structural and non-structural walls and framing constituting the entrance of such Unit; (b) the electric panel for such Unit; (c) the hot water heater for such Unit; (d) all windows and screens of such Unit; (e) interior load and non-load-bearing walls or partitions located within such Unit; (f) all electrical outlets and lights serving such Unit (whether within or without such Unit); (g) all stoves, refrigerators, microwaves and garbage disposals, heat and air conditioning units, ceiling fans, washer-dryers, sinks, baths, or other plumbing or heating or cooling facilities located within or without such Unit but solely serving such Unit, including any air conditioner-heat pumps; (h) the plumbing and water lines serving such Unit commencing at the collector from the main lines serving such Unit; (i) all interior stairs, stair wells, and stair carriages solely serving such Unit; (j) any storage areas solely serving such Unit; (k) all screens and storm window inserts pertinent to the windows and doors servicing such Unit as well as awnings, shutters and other exterior window appurtenances pertinent to such windows and doors, as the case may be; (l) any lamp post, mailbox and other betterments appurtenant to such Unit, located within the Limited Common Element yard area immediately adjacent to such Unit and installed initially by Declarant or a Participating Builder; (m) all mechanical systems located within any garage deemed a part of such Unit, including by way of illustration and not limitation, any garage door openers and mechanical apparatus associated with the door of such garage; (n) such Unit's siding, trim, roof and the spaces enclosed by such Unit's roof assembly; and (o) the entirety of the single-family building in which such Unit is located.

8. Common Elements.

(a) "Common Elements" consist of the General Common Elements and the Limited Common Elements. For the avoidance of doubt, Common Elements expressly except and exclude the (1) Units and (2) the Expansion Area, until such time, if ever, as such Expansion Area is submitted to the Act and the Condominium Regime in accordance with the terms of this Declaration. Common Elements include (by way of illustration and not limitation) all Land, and all air space above the surface of the Land (but excluding air space enclosed within the title lines of any Unit) together with all improvements and structures, subject to any public utility easements now of record or to be given or obtained in the future either by Declarant or the Executive Board for sanitary and storm sewer use, water lines, electric, telephone and cable T.V., transmission lines, sewage lift stations, pump house or other similar necessary or desirable utility functions or which are appurtenant to the Land.

(b) "General Common Elements" consist of the entire Condominium Property exclusive of the Units and the Limited Common Elements. As such, the General Common Elements include, but are not limited to, the following:

(1) The roadways, streets, right of ways together with driveways leading into parking areas and the walkways, as well as general parking areas not contained

within any Unit, except to the extent such driveways, parking areas, walkways or stairs constitute Limited Common Elements;

(2) All lighting facilities, and equipment and wiring installed to illuminate any of the General Common Elements;

(3) All equipment, apparatus and installations existing for common use by all of the Unit Owners, including, but not limited to, any entrance signs, perimeter fencing and landscaping and clustered mailboxes;

(4) Those parking areas designated and identified on the Declaration Plan (expressly excluding those parking areas within the individual Units designated as a garage, if any, and those parking areas and driveways which are appurtenant to each Unit and designated as a Limited Common Element), shall be General Common Elements and shall be available for use on a non-exclusive basis by the Unit Owners and their respective guests and invitees on a "first-come, first-serve" basis and shall be subject to the Rules and Regulations that may be promulgated from time to time by the Executive Board;

(5) All installations of and systems for central services and utilities serving more than one Unit, located in or about the Condominium, including, but not limited to, systems for electricity, plumbing, light, water (including irrigation), gas, sewer, drainage, communications and security and telephone service as well as all other apparatus and installations existing for common use, including all pipes, ducts, wires, cables and conduits used in connection therewith, except as and to the extent the same are located within and serve only a single Unit and as and to the extent that all or parts of any utility systems are owned by the municipality or utility supplying the particular services involved;

(6) All other elements of the Condominium Property other than the Units and the Limited Common Elements, necessary or convenient to their existence, operation, maintenance, repair and replacement and safety or normally in common use;

(7) Motors, pumps, tanks, boilers, security systems and any other equipment used to provide any service available for use by more than one Unit Owner;

(8) Perpetual easements for access, maintenance, repair, reconstruction or replacement of structural members, equipment, utilities, rights-of-ways, installations and appurtenances, and for all other services necessary or convenient to the existence, maintenance, repair, safety and use of the Condominium Property; and

(9) The active and passive recreational amenities and facilities, if any, including but not limited to any pools or pool facilities located on the Condominium Property.

(c) "Limited Common Elements" consist of any and all of those Common Elements identified on the Declaration Plan as Limited Common Elements or as otherwise reasonably intended for the use by the Owner or occupant of a specific Unit. Limited Common Elements shall include, by way of example and not limitation, (1) the front, back, and side yard areas adjacent to a Unit and depicted as a Limited Common Element on the Declaration Plan; and (2) those porches, decks, balconies, patios, parking areas, driveways, and walkways

accessible directly from a Unit, or appurtenant to a Unit, and designated as a Limited Common Element on the Declaration Plan. Limited Common Elements of the type described in this paragraph shall automatically be allocated as Limited Common Elements for the exclusive use and benefit of the Unit they are designed and constructed to serve, or to which they are allocated as provided herein, without any further action or document required, whether or not such Limited Common Elements are expressly so designated on the Declaration Plan. No Limited Common Elements may be reallocated without the prior written consent of a majority of the Unit Owners, together with the unanimous consent of the Unit Owners of those Units directly affected by such reallocation and then only in accordance with the Act. Notwithstanding anything contained in this Declaration to the contrary, and in accordance with the provisions of §81-315(c)(1) of the Act, all Assessments for the maintenance, repair and/or replacement of those Limited Common Elements appurtenant to each Unit for which the Association is responsible for maintaining, repairing and/or replacing, regardless of the Unit to which the Limited Common Elements are appurtenant, shall be assessed against all Units equally.

9. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used as follows:

(a) No part of the Condominium Property shall be used for other than housing and the related common purposes for which the Condominium Property was designated and each Unit shall be used only for residential purposes and shall be occupied only by as many persons as do not overburden such Unit or the Common Elements; provided, however, that notwithstanding anything contained in any of the Condominium Documents to the contrary (1) each of Declarant and one (1) Participating Builder shall have the right to maintain, at no charge, all of the following: one (1) sales office, one (1) construction management office, and two (2) models in any Units owned by Declarant or the Participating Builder or on the Common Elements in any size, and at any location as Declaration or the Participating Builder shall deem necessary in its sole subjective and absolute discretion for a period beginning on the date hereof and ending on the date which is thirty (30) days after the last proposed Unit (including any and all Units submitted to the Act and the Condominium in accordance with this Declaration and any and all proposed Expansion Units) has been conveyed by Declarant, and (2) Declarant or the applicable Participating Builder maintaining them shall have the right to relocate any one or more such offices or models, at any time and from time to time, in Declarant's or the applicable Participating Builder's sole subjective and absolute discretion. In addition, Declarant and each Participating Builder shall have the right to maintain, at no charge, one or more construction trailers, equipment, vehicles, and other temporary structures, equipment, vehicles and improvements associated with the development and construction of the Condominium Property upon the Common Elements or any Unit owned by Declarant or a Participating Builder.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Condominium Property, or the contents thereof, applicable for residential use, without the prior written consent of the Executive Board. No Owner shall permit anything to be done or kept in such Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or the contents thereof, or which would be in violation of any law.

(c) No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium Property shall be observed and complied with, by and at the sole expense of, the Unit Owner or the Executive Board, as applicable.

(d) Nothing shall be done in any Unit or in, on, under, above or to the Common Elements which will impair the structural integrity of the Condominium Property or which would structurally change any structures or improvements thereon except as is otherwise provided in the Bylaws or this Declaration.

(e) Except for residential use permitted by Section 9(a) and subject to the rights granted to Declarant and each Participating Builder by Section 9(a), no industry, business, trade, or occupation, designed for profit, not-for-profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Condominium Property.

(f) For Sale Signs. During the first two (2) years of the Declarant Control Period (the "**For Sale Sign Period**"), no Unit Owner (expressly excepting Declarant and any Participating Builder) shall display any "For Sale" signs on any part of its Unit or the Common Elements. Commencing on the expiration of the For Sale Sign Period, any Unit Owner shall have the right to display a "For Sale" sign measuring up to twelve inches (12") by eighteen inches (18") to the exterior wall of such Unit Owner's Unit or the Limited Common Elements appurtenant to such Unit. Such "For Sale" sign shall be entitled "For Sale," and contain such information as accurately describes the Unit and any applicable names, addresses and phone numbers of the person or persons who are offering the Unit for sale. Notwithstanding the foregoing limitations, the right is expressly reserved and retained by Declarant and any Participating Builder or their respective agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied or proposed Units (including any and all Units submitted to the Act and the Condominium in accordance with this Declaration and any and all proposed Expansion Units) or at suitable places in the Common Elements, at any time and from time to time, including, but not limited to, the sales offices and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee.

(g) For Rent Signs. No "For Rent" signs or other window displays or advertising shall be maintained or permitted on any part of the Condominium Property or in any Unit therein without the written consent of the Executive Board. Notwithstanding the foregoing limitations, the right is expressly reserved and retained by Declarant and any Participating Builder or their respective agents to place "For Rent" signs or other window displays or advertising on any unsold or unoccupied Units or at suitable places in the Common Elements, including, but not limited to, the sales offices, and the right is hereby given to any mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgagee.

(h) American Flag. In accordance with §81-320(c) of the Act, any Unit Owner shall have the right to display the flag of the United States of America, measuring up to

three (3) feet by five (5) feet, on a pole attached to the exterior wall of such Unit Owner's Unit or to the Limited Common Elements appurtenant to such Unit.

(i) Signs. Subject to the express exceptions set forth under the Act and this Declaration, no sign, banner, flag, or advertisement of any kind, including, but not limited to, informational signs, "for rent" signs, signs of contractors and subcontractors, or signs of a political nature or in support of any particular political cause or person running for public or quasi-public office or any other signs or banners of any kind whatsoever, shall be erected or maintained on or visible from a Unit or Common Element without the prior written consent of the Executive Board. If permission is granted to any Owner to erect a sign, the Executive Board reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Owner with a sign to be used for such purposes. No sign shall be nailed or otherwise attached to trees on the Condominium Property.

(j) A Unit Owner shall not change the exterior appearance of the Owner's Unit or any part of the Unit visible from outside of the Unit (i.e. doors and windows) and other Limited Common Elements by painting, staining or otherwise altering, in any manner or fashion the existing color thereof, adding fixtures, plantings or landscaping thereto, or otherwise, without obtaining the prior written approval of the Executive Board.

(k) Nothing shall be altered or constructed in or on or removed from the Common Elements, except upon the written consent of the Executive Board.

(l) The Common Elements shall be used only for the furnishing of the services and facilities for which they were reasonably suited and which are incident to the use and occupancy of the Units for the use permitted in Section 9(a).

(m) All parts of the Unit which are exposed to the elements, including by way of illustration and not limitation, decks, deck rails, patios, porches, stairs, stair carriages and doors, shall not be changed nor shall the appearance of such be changed without obtaining the prior written approval of the Executive Board. No clothing, towels, sheets, or other items may be hung, draped, or allowed to be placed upon or over decks, deck rails, or patios of the Units.

(n) No trailers, campers, recreational vehicles, boats and other large vehicles (other than for temporary loading and unloading or to the extent parked in the garage of any Unit) shall be parked on the Condominium Property at any time, provided, that Declarant and Participating Builder shall have the right to maintain, at no charge, one (1) construction trailer, equipment and vehicles associated with the development and construction of the Condominium Property upon the Common Elements or any Unit owned by Declarant or a Participating Builder for a period beginning on the date hereof and ending on the date which is thirty (30) days after the last proposed Unit (including any and all Units submitted to the Act and the Condominium in accordance with this Declaration and any and all proposed Expansion Units) has been conveyed by Declarant. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.

(o) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and are prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (i.e., dogs, cats or caged birds) not to exceed two (2) pets per Unit without the approval of the Executive Board, is permitted, subject to the Rules and Regulations adopted by the Executive Board; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Condominium Property by the owner of such pet upon ten (10) days written notice from the Executive Board. Such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. No dog, cat or other animal shall be permitted to relieve itself on any shrub, patio, structure dwelling, improvement fence, car or other areas or components of the Common Elements or items of personal property belonging to neighboring Unit Owners. Any solid waste left on any Common Elements or the Units shall be promptly placed in a bag or other suitable receptacle and properly disposed of by the responsible Unit Owner of such pet. Every pet owner shall take all reasonable steps to prevent the noise, waste or odors of such owner's pet from annoying other Unit Owners. Unit Owners shall be strictly liable for the actions of their pets and those of their invitees, licensees, tenants and guests. The Executive Board shall have the right to require that any habitually diseased, infested, unclean or noisy animal, bird, reptile, fish or insect be removed from the Condominium Property. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium Property or allows any pet to be so kept or maintained upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner, Declarant and Legal Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet upon any portion of the Condominium Property. All pets shall be registered with the Executive Board and shall otherwise be registered and inoculated as required by law. The Executive Board may establish reasonable fees for registration of pets not to exceed the additional cost incurred by the Association resulting from the presence of such pets. Pets shall not be left unattended on any patio, porch or deck.

(p) Satellite dishes shall be permitted by the Executive Board in such locations as the Executive Board may reasonably approve, provided such dishes do not exceed one (1) meter in diameter and otherwise are in compliance with all applicable federal, state, county and local statutes, laws, rules, ordinances, regulations or similar enactments, and further provided that the Executive Board may not restrict approval on the basis of restrictions preempted pursuant to the Federal Communications Commission rule effective October 14, 1996, as amended. The use and maintenance of any such satellite dishes shall be the responsibility of Unit Owner served by the same. Antennas of any kind or nature shall not be permitted nor maintained or used at any time.

(q) The Executive Board shall establish Rules and Regulations with respect to the use and enjoyment of the parking spaces which are delineated as General Common Elements to ensure proper use of such parking spaces by the Unit Owners entitled to the use thereof as provided under the Condominium Documents and to protect against the unauthorized use by third parties.

(r) Each Unit Owner (including Declarant and each Participating Builder) shall have the unrestricted perpetual right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners as may be required for the purposes of access and ingress and regress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to or assigned to or serving exclusively the respective Unit owned by such Unit Owner. Such rights to use and possess the Common Elements shall be subject to and governed by the provisions of the Act and the Condominium Documents.

(s) Garbage, rubbish or any other material of any nature to be abandoned or disposed of shall not be placed or allowed to remain on any Unit or Common Element nor shall it be placed, left or allowed to fall upon any portion of the Condominium Property, but if placed outside a Unit shall be placed in closed garbage receptacles of permanent (mobile) construction intended for such purpose and may be placed at street side on the day of collection if required by the collecting agency or as other directed by the Executive Board. All garbage, trash and other refuse shall be kept in tight, enclosed containers with lids, adequately camouflaged and kept from public view and removed from the Units at reasonably frequent intervals. Such trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting that they may be placed temporarily at street/curb side on the regular day of collection or after 5:00 p.m. on the day immediately prior to the day of collection if required by the collection agency and must be removed from the street/curb side by the end of the day of collection. Each Unit Owner shall take all reasonable steps to prevent such Owner's garbage and refuse from omitting odors which would reasonably annoy any other Unit Owner.

(t) No Unit Owner may alter, amend or otherwise interfere with the storm water management and/or drainage facilities or water easement areas as identified on the Master Plan, the Declaration Plan and/or the Master Declaration as each may be amended or any utilities or irrigation system within any Limited Common Element yard area or General Common Element. The Association may not alter, amend or otherwise interfere with the storm water management and/or drainage facilities without first submitting a plan for such alteration, amendment or interference to Declarant (so long as Declarant holds title to any of the Expansion Areas), Legal Owner and the Town of Millsboro, and Sussex County (if applicable) for review and approval. The Association shall be solely responsible for all costs and expenses associated with any such proposed modifications, including but not limited to all reasonable expenses, including reasonable attorney's fees incurred by any of the foregoing parties with respect to their review of any such proposed modifications.

(u) Solar Panels. Solar panels and accessory equipment shall be permitted to be installed and maintained solely and exclusively on rear and side roofs of Units within the Condominium at the sole cost and expense of the applicable Unit Owner, provided that notwithstanding the foregoing, if the Unit faces two streets, the installation may be made on one of the two roofs facing a street; and the foregoing restriction may not be enforced to the extent it unreasonably restricts the Unit Owner from using a roof mounted system for obtaining solar energy. Any installation, maintenance, repairs, replacements, removal and/or disposal shall be

first subject to the review and approval of the Executive Board of Association (which shall not be unreasonably withheld, conditioned or delayed), including the approval of the installer and maintenance or service provider to ensure any such activities are done in such a manner to preserve any existing warranties for the roof and to minimize any roof penetrations or other alterations to the any applicable Common Elements (including any Limited Common Elements) and such other reasonable terms and conditions. Without limiting the foregoing, any and all damages resulting from such installation or other permitted activities such as the creation of holes, roof penetrations, tie-ins to existing electrical service, ductwork and equipment, access panels, or the relocation of existing equipment that are made as a result of any such activities shall be repaired at the sole cost and expense of the applicable Unit Owner.

(v) No tree, hedge or other landscape feature shall be planted or maintained within any Limited Common Element yard area in a location which obstructs sight-lines for vehicular traffic on public streets or on private streets and roadways or sight-lines from adjoining, adjacent or surrounding Units. Without limiting the generality of the foregoing, no wire or other lawn edging, fencing or other treatment shall be placed or maintained on any portion of the Common Elements (including any Limited Common Elements) which would impede or hinder the Association's ability to perform its obligations as set forth in this Declaration or the other Condominium Documents, or which would be inharmonious with the aesthetics of the Condominium.

(w) Use of and Alterations to Limited Common Element Yard Areas. In order to encourage harmonious architectural design and to protect the visual integrity, architectural spirit and long-term property values of the Condominium as may be necessary to cause the Condominium to remain an "upscale" community (both aesthetically and functionally) consistent with other similar projects in the County, the Executive Board reserves the right to adopt Rules and Regulations with respect to reasonable conditions on the use and enjoyment of the Limited Common Element yard areas. Except for the initial landscaping package and other Limited Common Elements constructed by the Declarant and/or a Participating Builder within the Limited Common Element yard area of each Unit, no other dwelling, structure, improvement, landscaping or other man-made object, including but not limited to tennis courts, basketball courts, children's recreation equipment or other recreational or sporting facilities, decks, patios, porches, pool houses, below ground swimming pools, greenhouses, tool or storage sheds, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, fences, walls, together with all forms or types of landscaping or exterior lighting (collectively, the "**Yard Area Improvements**") shall be designed, constructed, maintained, altered, extended, added to, removed or otherwise modified without the express written consent and approval of the Executive Board and otherwise in compliance with the Rules and Regulations. In addition, no Yard Area Improvements, once approved by the Executive Board 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 Yard Area Improvements or the Limited Common Element yard area except in accordance with the Condominium Documents. Notwithstanding anything contained in this Declaration to the contrary, any Yard Area Improvements marketed or sold by Declarant and/or a Participating

Builder shall be deemed to have been pre-approved by Declarant, without the need or obligation to obtain any approvals or authorizations from either Declarant or the Executive Board.

(x) Any approved vegetable gardens shall be maintained only within the designated rear areas of the Limited Common Element yard area and shall be maintained in a neat and attractive manner. No composting activities of any kind or nature shall be permitted on any portion of the Limited Common Element yard area, including natural composting activities. In addition, no Unit Owner shall erect or maintain any composting piles or receptacles or containers on any portion of the Condominium.

(y) Lawn furniture shall be used and maintained in the Limited Common Element yard area or patios, decks or porches only appurtenant to a Unit, unless otherwise determined by the Executive Board, and shall be maintained in a neat and attractive manner.

(z) No equipment or machinery (including equipment or machinery for use in connection with the maintenance of any Unit or Limited Common Element yard area) shall be stored in the front, rear or side of any Unit.

(aa) Fences. No fences shall be erected, installed or permitted upon the Limited Common Element yard area.

10. Repair and Replacement Reserve. The Association shall create and maintain, in addition to any reserve for contingencies, to the extent required by the Act, a fully funded repair and replacement reserve as defined in §81-103(39) of the Act) (the “**Repair and Replacement Reserve**”) based upon a current reserve study as defined in §81-103(40) of the Act (the “**Reserve Study**”) in accordance with the Act.

11. Restrictions on Sales and Leases of Units and Alienation of Units.

(a) No Severance of Ownership. No Unit Owner shall execute any instrument of assignment, conveyance or other transfer document or any lease, mortgage, or other instrument conveying or mortgaging the title to his Unit without including therein the undivided interest of such Unit in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such instrument of assignment, conveyance or other transfer document or any such lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests, so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the interests in the Common Elements of any Unit may be sold, leased, transferred, given, devised, or otherwise disposed of, except as part of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer, gift, devise or other disposition of such part of the interests in the Common Elements of all Units. The Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided or individual interest in the Common Elements made without the Unit to which that interest is allocated is void.

(b) Limitations and Registration of Subleases and Rental Agreements. No Unit Owner (including but not limited to any Unit Owner that is a former mortgagee) shall enter into a lease or any other agreement for the occupancy or use of a Unit for transient or hotel purposes, or for a term of less than one (1) year; provided, however, that to the extent that such leasing restriction is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("**DVA Financing**"), such provision shall not apply to any Unit that is (i) encumbered by DVA Financing or (ii) owned by the Department of Veterans Affairs. Every Unit Owner, within ten (10) days of entering into a lease or any other agreement for the occupancy or use of his Unit (including, but not limited to, any rental agreement that may be excluded under the Delaware Landlord Tenant Code under 25 Del. C. §5102) shall supply a copy of any such lease or other agreement to the Executive Board together (1) an acknowledgment by the tenant under such lease or other agreement that such tenant has received a copy of the Condominium Documents, including, but not limited to, the Rules and Regulations, and (2) the payment of a reasonable administrative fee to process such registration of each lease or other agreement as may be determined by the Executive Board. Such Unit Owner shall obtain from the Executive Board and deliver to or otherwise make available to each tenant of such Unit Owner's Unit, at the time the lease is executed or, in the absence of a written lease when the tenancy begins, a current copy of the Rules and Regulations as furnished by the Executive Board and shall deliver to or otherwise make available to the tenant a copy of any additions or revisions to the Rules and Regulations as such additions or revisions are adopted and noticed to the Unit Owners by the Executive Board. A tenant shall be bound to comply with the noticed Rules and Regulations, and the Unit Owner leasing to the tenant shall take all lawful action against a tenant who materially violates the noticed Rules and Regulations. By entering into a lease for a Unit, the Unit Owner of such Unit irrevocably appoints the Executive Board as attorney-in-fact coupled with an interest to enforce the noticed Rules and Regulations against the tenant of that lease in the event that the Unit Owner shall fail, within a reasonable time after written demand by the Executive Board, to take what the Executive Board reasonably regards as adequate enforcement action against the tenant in material violation of noticed Rules and Regulations. In the event of enforcement action (including any summary action for possession at law or a petition for injunctive relief in equity) under this subsection, the tenant shall have no resort to any defense based upon lack of contractual privity with the Executive Board. Any such lease shall also be in writing and is, and shall expressly provide, that such lease is subject to the provisions of the Act and the Condominium Documents and that any failure of the lessee to comply with such provisions shall constitute a default under the rental agreement.

12. Creation of Executive Board and Initial Members of the Executive Board. The names of the initial members of the Executive Board to serve until their successors are chosen and qualified pursuant to the Bylaws are:

- (a) Leonard F. Iacono, Sr.
- (b) Michael Iacono
- (c) Nicholas Iacono

13. Encroachments. If any portion of the Common Elements now or subsequently encroaches upon any Unit, or if any Unit now or subsequently encroaches upon any portion of

the Common Elements as a result of the construction of any Unit or if any such encroachment shall occur after the recording of this Declaration as a result of settling or shifting of any Unit, a valid and perpetual and non-exclusive easement for such encroachment and for the maintenance, repair, reconstruction and replacement of the same shall exist so long as such Unit shall stand during the duration of the Ground Lease. In the event any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then re-built, encroachments of parts of the Common Elements upon any Unit, or of any Unit upon any other Unit or any portion of the Common Elements due to such rebuilding, shall be repair, reconstruction and replacement of the same shall exist so long as such reconstructed Unit or Common Element shall stand.

14. Pipe Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units or within Appurtenant Limited Common Elements. Each Unit and its appurtenant Limited Common Elements shall be subject to a perpetual and non-exclusive easement and license in favor of the Owners of all other Units to use pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units that may be located within such Unit or its appurtenant Limited Common Elements. The Executive Board or its representative shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere on the Condominium Property.

15. Units Subject to Easements and Licenses for Ingress and Egress Through General Common Elements; Other Unit Owner Easements. Subject to §§81-302(a)(6) and 81-312 of the Act, (a) each Unit Owner shall have a non-exclusive easement and license in common with Declarant, each Participating Builder, the other Unit Owners and their respective Permittees for ingress and egress through all General Common Elements and (b) each Unit shall be subject to a non-exclusive easement and license for ingress and egress through all General Common Elements and by persons lawfully using or entitled to same.

16. Units Subject to Construction Easements and Licenses on Common Elements. Each Unit shall be subject to a non-exclusive easement and license of ingress and egress through all Common Elements for design, construction, maintenance, repairs and replacement of all improvements (including, but not limited to, utilities) to be built on the Common Elements and for the construction, maintenance, repairs, and completion of certain Units, by all construction personnel, personnel of Declarant, each Participating Builder, the Executive Board, and the Unit Owners and their respective Permittees, together with the use of construction equipment, tools and services associated therewith.

17. Units Subject to Condominium Documents. All present and future Unit Owners, lessees, mortgagees, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of the Condominium Documents as they may be amended from time to time. The acceptance of a deed of conveyance or other transfer document or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Condominium Documents are accepted and ratified by such Owner, tenant, or occupant and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and

covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

18. Unit Ownership and Ownership of Common Elements. Each Unit Owner shall own such Owner's Unit and the undivided Percentage Interest or Fractional Interest of such Unit in the Common Elements.

19. Amendment of Declaration.

(a) During the Declarant Control Period, no amendment may be made to this Declaration without the written consent of Declarant, which consent may be granted or withheld for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion. Thereafter and subjection to Section 30 hereof, this Declaration shall be amended in accordance with the terms of this Declaration.

(b) Notwithstanding the provisions of Section 19(a) hereof, or any law, custom or usage to the contrary, so long as Declarant owns one or more Units subject to this Declaration or has the right to expand the Condominium in accordance with Sections 5 and 6 hereof, no amendment to any one or more of the Condominium Documents shall be adopted which, in Declarant's sole subjective and absolute opinion, may materially or adversely interfere with or affect (1) the lease, sale, other disposition or use of any one or more of the Units owned by Declarant or a Participating Builder or proposed Units, including, but not limited to, any Expansion Units, (2) the value, use, or marketability of any one or more of the Units owned by Declarant or a Participating Builder or proposed Units, including, but not limited to, any Expansion Units, (3) any expansion rights granted to Declarant under any one or more of the Condominium Documents, or (4) the financing available to Declarant with respect to any of the foregoing.

(c) Notwithstanding the provisions of Section 19(a) hereof, or any law, custom or usage to the contrary, so long as Declarant owns one or more Units subject to this Declaration or has the right to expand the Condominium in accordance Sections 5 and 6 hereof, Declarant also shall have the absolute right, power and authority and shall have an irrevocable power of attorney, coupled with an interest, at any time and from time to time, in its sole subjective and absolute discretion, to amend any one or more of the Condominium Documents to cause each or all of them to be amended by filing with the Recorder's Office instruments and plans as permitted hereunder or as necessary to (1) correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable laws and legal requirements, (2) achieve compliance with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, Veterans Administration or other governmental agency or their successors, (3) conform the Condominium Documents to be consistent with the provisions required or allowed by the Act, or (4) extend the initial ten (10) year Expansion Deadline by up to five (5) additional years to enable Declarant and any Participating Builders to continue developing any remaining portion of the Expansion Area and expand the Condominium in accordance with Sections 5 and 6 hereof.

(d) Subject to Sections 19(a), (b) and (c) hereof and Declarant's right to expand the Condominium in accordance with Sections 5 and 6 hereof, and any and all rights granted to or reserved by Declarant in the aforesaid Sections 5 and 6, this Declaration may be amended by the vote of a Majority of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws; provided, however, that any action to terminate the legal status of the Condominium must be approved by Unit Owners holding no less than eighty percent (80%) of the Percentage Interests and no less than sixty-seven percent (67%) of the Eligible Mortgage Holders, and, provided, further, that any such amendments of a material nature ("**Material Amendments**") must be approved by Unit Owners holding no less than sixty-seven percent (67%) of the Percentage Interests and no less than fifty-one percent (51%) of the Eligible Mortgage Holders. For purposes of this Section 19(d) the term "Material Amendments" shall be defined to mean a change or amendment to this Declaration pertaining to any one or more of the following:

- (1) Voting rights;
- (2) Any Assessment increase which is more than 25% of the previously applicable Assessment, or the priority of Assessment liens;
- (3) Reduction in reserves for maintenance, repair, and replacement of Common Elements;
- (4) Responsibility for maintenance and repairs;
- (5) Reallocation of interests in the General Common Elements or Limited Common Elements, or the rights to their use;
- (6) Redefinition of any Unit boundaries;
- (7) Convertibility of Units into Common Elements or, vice versa;
- (8) Expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- (9) Hazard or fidelity insurance or bonds requirements;
- (10) Imposition of any new restriction relating to the leasing of Units;
- (11) A decision by the Association to establish self-management, if professional management had been required previously by the Condominium Documents, Department of Housing and Urban Development, Veterans Administration, Federal National Mortgage Association, or Federal Home Loan Mortgage Corporation, or an Eligible Mortgage Holder;

- (12) Restoration or repair of any Unit (after damage or a partial condemnation) in a manner other than that specified in the Condominium Documents;
- (13) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
- (14) Any provisions that expressly benefit mortgage holders, insurers, or guarantors;
- (15) Any reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium;
- (16) Assessments, Assessment liens or subordination of such liens;
- (17) Rights to use of the Common Elements; or
- (18) Imposition of any right of first refusal or any restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit.

(e) Subject to Sections 19(a), (b) and (c) hereof and Declarant's right to expand the Condominium in accordance with Sections 5 and 6 hereof, and any and all rights granted to or reserved by Declarant in the aforesaid Sections 5 and 6, no such amendment shall be effective until duly recorded in the Recorder's Office; provided, however, that the Percentage Interests shall not be changed except by unanimous consent of all the Unit Owners affected thereby, and the mortgagees of those affected Units, such change being evidenced by an appropriate amendatory declaration to such effect, duly executed and recorded in the Recorder's Office. The failure of an Eligible Mortgage Holder to respond to any such proposed notice of an amendment as aforesaid sent by certified mail, return receipt requested, within forty five (45) days after notice issues to such Eligible Mortgage Holder shall be deemed to be a consent of such Eligible Mortgage Holder to such amendment. Each such amendment shall be effective upon recordation of the same in the Recorder's Office of an appropriate instrument setting forth such amendment.

(f) If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Bylaws which is incorrect, defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement any aspect of the Declaration Plan which is incorrect, defective, or similarly inconsistent, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners as long as the Executive Board shall have received an opinion of counsel (as to any amendment pertaining to this Declaration or the Bylaws) or of an independent registered architect or licensed professional engineer (as to any such amendment pertaining to the Declaration Plan); and, in either case, such opinion shall and must recommend and approve the proposed amendment; provided, however, that any such amendment shall not be effective unless all of the Eligible Mortgage Holders shall have been

notified of the same and no less than fifty-one percent (51%) of all Eligible Mortgage Holders shall have consented to the same. The failure of an Eligible Mortgage Holder to respond to a notice of an amendment to cure an ambiguity or to correct or supplement any provision as aforesaid sent by certified mail, return receipt requested, within forty five (45) days after notice issues to such Eligible Mortgage Holder shall be deemed to be a consent of such Eligible Mortgage Holder to such amendment. Each such amendment shall be effective upon recordation of the same in the Recorder's Office of an appropriate instrument setting forth such amendment.

(g) If there are one or more amendments to this Declaration, the Declaration Plan or the Bylaws, all references thereafter to this Declaration, the Declaration Plan and the Bylaws (unless otherwise specifically designated) shall mean this Declaration, the Declaration Plan or the Code of Regulation as amended to the date of such reference. Any amendment to this Declaration, the Declaration Plan and the Bylaws shall be deemed in proper form for filing and recording when such amendment is executed by the President of the Association and when accompanied by certification that such amendment has been duly enacted in accordance with the provisions of this Declaration or the Bylaws, as the case may be.

(h) Notwithstanding the foregoing provisions for the amendment of this Declaration, Declarant shall have an irrevocable power of attorney, coupled with an interest, for the purpose of amending any one or more of the Condominium Documents, including, but not limited to, the applicable Schedules of this Declaration attached hereto and the Declaration Plan under the reservation and powers given unto Declarant in Sections 5 and 6 of this Declaration, for the purposes stated in any one or more of the said Sections 5 and 6, respectively. The provisions for annexing land and improvements by Declarant and all other provisions of said Sections 5 and 6, respectively, are incorporated into this Section by reference as though each and every statement contained in said Sections 5 and 6, respectively, were fully set forth herein.

20. No Partition of Common Elements/Percentage Interests. The Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated is void. The Percentage Interests shall not be separated from the Unit to which they appertain and shall be deemed conveyed, leased or encumbered with the Unit though the interest is not expressly mentioned or described in the conveyance or other instrument.

21. No Revocation. Except in the event of substantial destruction as provided in the Bylaws and the Act, the dedication of the Condominium Property under the Act shall not be removed, waived, revoked, or terminated unless all of the Unit Owners and the mortgagees of all of the mortgages covering the Units and all other affected judgment and other lien holders with respect to the Units unanimously agree to such removal, revocation, waiver, or termination.

22. Eminent Domain. Whenever all or part of the General Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose under an irrevocable power of attorney coupled with an interest to effectuate, execute, acknowledge and deliver any and all

agreements or other documents that may be required or necessary to consummate and complete any such settlements and/or agreements with the condemning authority or other third parties; and each Unit Owner shall be deemed to have agreed and covenanted to execute such further instruments, agreements, or documents, if any, as may be required by the Association, its successors or assigns, to properly accomplish the purposes of this Section. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear, and as otherwise provided in the Bylaws.

23. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

24. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

25. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

26. Successors and Assigns. Whenever "Millwood Acquisitions, LLC" is used such reference shall also refer to its successors or assigns.

27. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision thereof.

28. 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 both (a) the Lender's consent to the establishment with respect to the Condominium Property of the Condominium hereby documented and (b) the subordination of the Lender's existing mortgage lien with respect to the Condominium Property to the terms of the Condominium Documents, as amended from time to time in accordance with the Condominium Documents.

29. Assessments and Taxes. Each Unit and its Percentage Interest in the Common Elements shall be assessed and taxed for all purposes as a separate parcel of real estate in accordance with §81-105 of the Act and any such real estate taxes and assessments applicable to each such Unit shall be the sole responsibility of such Unit Owner.

30. Declarant's Right to Amend. Notwithstanding anything contained in this Declaration to the contrary, so long as Declarant holds title to one or more of the Units which are

being offered for sale or has the right to expand the Condominium in accordance with Sections 5 and 6 hereof, Declarant reserves the absolute right, power and authority and shall have an irrevocable power of attorney, coupled with an interest, to change the exterior, interior design and arrangement of, or alter the boundaries between Units owned by Declarant at any time and from time to time after this Declaration or any amendment thereto is filed in the Recorder's Office. To accomplish any of the foregoing, Declarant shall have the right to amend any one or more of the Condominium Documents so as to reflect such change, without previously or subsequently obtaining the consent, approval, authorization, signature or other action or non-action of the Association, the Executive Board, any Unit Owner, any Eligible Mortgage Holder, or any other mortgagee or any occupant of the Condominium Property or any Unit. Notwithstanding any law, custom or usage to the contrary, Declarant also shall have the absolute right, power and authority and shall have an irrevocable power of attorney, coupled with an interest, to amend any one or more of the Condominium Documents to cause each or all of them to be amended by filing with the Recorder's Office instruments and plans as permitted hereunder or as necessary to correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable laws and legal requirements. To accomplish any of the foregoing, Declarant shall have the right to amend any one or more of the Condominium Documents so as to reflect such correction, without previously or subsequently obtaining the consent, approval, authorization, signature or other action or non-action of the Association, the Executive Board, any Unit Owner, any Eligible Mortgage Holder, any other mortgagee or any occupant of the Condominium Property or any Unit.

31. Declarant Easements. Declarant and each Participating Builder shall have a perpetual, free and non-exclusive easement and license through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's or the Participating Builder's obligations or exercising special declarant rights, whether arising under the Act or reserved in this Declaration.

32. Perpetuities. If any of the covenants, conditions, easements, restrictions, or other provisions of any one or more of the Condominium Documents 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 Donald J. Trump, current President of the United States of America.

33. Conflicts. Notwithstanding anything contained in this Declaration to the contrary:

(a) to the extent that the provisions of this Declaration or the Bylaws might conflict with or be inconsistent with the Act, the Act shall govern and control, except as otherwise provided under the Act; and

(b) to the extent that the provisions of the Bylaws might conflict with or be inconsistent with this Declaration, this Declaration shall govern and control.

[END OF TEXT - SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Millwood Acquisitions, LLC, has caused these presents to be signed by its Manager this 8th day of March, 2021.

Millwood Acquisitions, LLC, a Delaware
limited liability company

Witness

By: [Signature] (SEAL)
Leonard F. Jacono, Sr., Manager

STATE OF DELAWARE

:

SS.

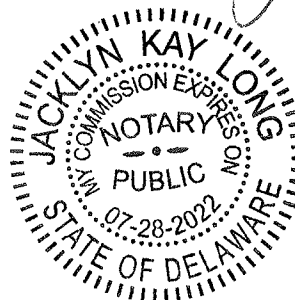
COUNTY OF New Castle

:

BE IT REMEMBERED, that on this 8th day of March, A.D. 2021, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Leonard F. Jacono, Sr., the Manager of Millwood Acquisitions, LLC, a Delaware limited liability company, party to this Indenture and acknowledged the same to be the act and deed of the said company; and that the act of signing, sealing, acknowledging and delivering the said Indenture was first duly authorized by all of the members of Millwood Acquisitions, LLC.

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

[Signature]
Notary Public



Mortgage Joinder and Subordination Addendum

NVR, Inc., a corporation of the Commonwealth of Virginia, (the "Lender"), as the holder of a mortgage lien currently of record with respect to the Property, hereby joins in the execution of this Declaration to (a) acknowledge and document its consent to the establishment with respect to the Property of the Condominium Regime hereby documented and (b) 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 the Condominium Documents, including, but not limited to, this Declaration, and the Code Regulations, the Declaration of Easement and the Declaration Plan and the terms thereof, including any amendments (including, but not limited to, any annexation and expansion thereof) as provided therein.

Witness:

NVR, Inc., a corporation of the Commonwealth of Virginia

Hannah L. Yancey

By: Peter A Mielnik (SEAL)
Name: Peter A. Mielnik
Title: Vice President

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

March THIS INSTRUMENT was acknowledged before me on this 9 day of February, 2021, by Peter A. Mielnik, the Ryan Homes Vice President of NVR, Inc., a Virginia corporation, and being personally known to me he did aver that he is a duly authorized Vice President of NVR, Inc. and that his act in executing this Mortgage Joinder and Subordination Agreement constitutes the act and deed of such corporation.

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

Hannah L. Yancey
Notary Public

01/26/23
Commission Expires

Print Name: Hannah L. Yancey

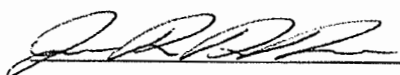
Hannah L Yancey
Notary Public, State of Delaware
My Commission Expires 01/26/2023

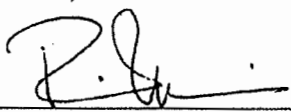
Mortgagee Joinder and Subordination Addendum

First Bank, a New Jersey state-chartered bank, its successors and assigns (the "Lender"), as the holder of (1) that certain Open-End Mortgage and Security Agreement dated October 30, 2019 and recorded in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware (Recorder's Office") at Book 17913, Page 333; (2) that certain Assignment of Rents, Leases and Profits recorded in the Recorder's Office at Book 17914, Page 1 and (3) that certain Collateral Assignment of Agreements Affecting Real Estate recorded in the Recorder's Office at Book 17914, Page 11, with respect to the Property, hereby joins in the execution of this Declaration to (a) acknowledge and document its consent to the establishment with respect to the Property of the Condominium Regime hereby documented and (b) 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 the Condominium Documents, including, but not limited to, this Declaration, and the Code Regulations, the Declaration of Easement and the Declaration Plan and the terms thereof, including any amendments (including, but not limited to, any annexation and expansion thereof) as provided therein.

Witness:

First Bank, a New Jersey state-chartered bank, its successors and assigns

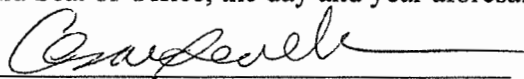


By:  (SEAL)
Name: Richard Tocci
Title: SVP

STATE OF Pennsylvania :
: ss.
COUNTY OF Chester :

THIS INSTRUMENT was acknowledged before me on this 16 day of March, 2021, by Richard Tocci, the Senior Vice President of First Bank, a New Jersey state-chartered bank, being personally known to me and his/her act in executing this Mortgagee Joinder and Subordination Agreement constitutes the act and deed of such state-chartered bank.

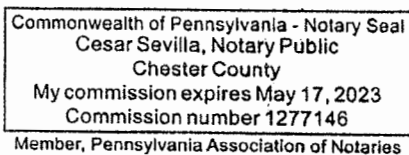
GIVEN under my Hand and Seal of Office, the day and year aforesaid.


Notary Public

May 17 2023

Commission Expires

Print Name: Cesar Sevilla



DECLARATION OF
THE WESTTOWN VILLAGE CONDOMINIUM

LIST OF SCHEDULES

- | | |
|------------|---|
| Schedule A | Land Description |
| Schedule B | Units and Improvements |
| Schedule C | Percentage Interest |
| Schedule D | Projected Percentage Interest If Expansion of All Expansion Unit(s) Occurs |
| Schedule E | Declaration Of Easement Together With An Irrevocable Power Of Attorney Coupled With An Interest |
| Schedule F | Irrevocable Power Of Attorney Coupled With An Interest |
| Schedule G | Easements |

SCHEDULE A

Land Description

Westtown Village

All that certain parcel of land situated in Town of Millsboro, Sussex County, Delaware, being depicted on a record plan Record Site Plan, recorded at the Sussex County Office of Recorder of Deeds, dated July 23, 2018, in Plot Book 266 Page 11.

BEGINNING at a concrete monument found at the intersection of the southeasterly right of way of Industrial Street, 50 feet wide, and the southwesterly right of way of Conrail Railroad, 66 feet wide;

THENCE along the right-of-way of Conrail Railroad, **South 40° 41' 25" East, 1663.85 feet**, to a capped rebar set, being a common corner of the lands now or formerly of Haines & Kibblehouse, Inc.;

THENCE leaving the Conrail Railroad right of way and binding on said Lands of Haines & Kibblehouse, Inc., the following two (2) courses;

1. **South 28° 23' 07" West, 191.60 feet**, to a point;
2. **South 74° 29' 33" West, 319.11 feet**, to a point, being the common corner of the Lands now or formerly of Bonard B. Timmons & Evelyn M. Timmons;

THENCE along said Lands of Bonard B. Timmons & Evelyn M. Timmons, **North 84° 53' 37" West, 300.00 feet**, to a capped rebar set, being a common corner of the Lands now or formerly of Clover Development, L.L.C.;

THENCE along said Lands of Clover Development, L.L.C. and binding the Lands now or formerly of Leroy W. Mears, Trustee, **North 56° 27' 12" West, 1191.94 feet**, to an iron pipe found, being on the southeasterly right of way of Industrial Street.

THENCE along said right of way of Industrial Street, **North 36° 07' 55" East, 1027.77 feet**, to the **POINT OF BEGINNING**;

CONTAINING 25.470 Acres of land, more or less;

SCHEDULE B

Units and Improvements

Units:

The Land has been improved by three (3) Initial Units designated as Units 3, 4 and 5, inclusive, all as more particularly shown and set forth on the Declaration Plan. The presently existing Units 3, 4 and 5, are each one (1) story in height.

Improvements:

The Land is further improved as more particularly shown on the Declaration Plan by paved driveways and parking areas, paved walkways and landscaping and lighting fixtures, as well as sanitary sewer systems, drainage systems, water, electrical, telephone, conduits and lines (title to which systems may, in certain instances, remain vested in the utility company providing services through such systems) and infrastructure currently constructed to service Units 3, 4 and 5, and all such improvements being constructed in accordance with the Declaration Plan.

SCHEDULE C**Percentage Interest**

The following represent the respective percentages of ownership in the Common Elements for each Unit which shall be utilized for purpose of determining voting rights and the percentage share of each Unit for the expenses of, and relating to the various rights in, the Common Elements and shall be adjusted based on the actual number and type of Units constructed during each Expansion Phase.

Unit Number	Percentage
3	33.33%
4	33.33%
5	33.34%
TOTAL	100%

Between the recordation of this Declaration and the completion of all the Units, each Unit Owner's percentage of ownership in the Common Elements shall be adjusted, as applicable, in accordance with the terms of this Declaration and this Schedule shall be amended as provided under this Declaration to document such percentage interests.

*Pursuant to 25 Del. C. § 81-07(e), except for minor variations due to rounding, the sum of the undivided interests in the common elements allocated at any time to all the units must equal 1 if stated as a fraction or 100 percent if stated as a percentage. In the event of any discrepancy between an allocated interest and the result derived from application of the pertinent formula, then the allocated interest prevails.

SCHEDULE D**Projected Percentage Interest If
Expansion of All Expansion Building(s) and Unit(s) Occurs**

The Condominium is an expandable condominium which will consist of up to a maximum of ninety-two (92) Units contained in one or more Buildings to be developed in the Expansion Phases.

As each subsequent Building located in any one or more of the Expansion Phases, and the Units within such Building, are built and completed, the applicable Units shall be added to the Condominium Regime as provided for in the Condominium Documents. As each such Unit located in any such Expansion Phase is added to the Condominium Regime, each Unit Owner's percentage of ownership in the Common Elements will decrease pro rata in accordance with the Unit type as set forth in Sections 5 and 6 of this Declaration, and as designated below, so that upon the completion of all the Expansion Building(s) and Unit(s), each Unit Owner's percentage of ownership in the Common Elements shall be as follows:

Unit Number	Percentage
91 Units	1.0869%
1 Unit	1.0921%
TOTAL	100%*

*Pursuant to 25 Del. C. § 81-07(e), except for minor variations due to rounding, the sum of the undivided interests in the common elements allocated at any time to all the units must equal 1 if stated as a fraction or 100 percent if stated as a percentage. In the event of any discrepancy between an allocated interest and the result derived from application of the pertinent formula, then the allocated interest prevails.

SCHEDULE E

Declaration of Easement

Tax Parcel Number: _____

Prepared By and Return To:

**DECLARATION OF EASEMENT TOGETHER WITH AN
IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST**

This Declaration of Easement Together With An Irrevocable Power Of Attorney Coupled With An Interest (this “**Declaration of Easement**”) made effective this _____ day of _____, 20____, is reserved unto **Millwood Acquisitions, LLC**, a Delaware limited liability company (together with its successors and assigns, “**Grantor**”).

RECITALS

WHEREAS, Grantor is the owner of a fee simple interest in that certain real property located in Millsboro, Sussex County, Delaware, which property is more particularly described in **Exhibit “A”** attached hereto and made a part hereof; and

WHEREAS, said property is to be submitted by Grantor to a plan of condominium ownership under the Delaware Uniform Common Interest Ownership Act, 25 Del. C. §81-101, et seq., as amended (hereinafter referred to as the “**Act**”), by, and in accordance with, the Declaration of the Westtown Village Condominium (the “**Declaration**”) to be filed of record in the Office of the Recorder of Deeds, in and for, Sussex County, Delaware (the “**Recorder’s Office**”), after the filing of this Declaration of Easement; and

WHEREAS, any term or definition not otherwise expressly defined herein shall have the meaning and definition as provided in the Declaration; and

WHEREAS, as of the date hereof, Grantor has constructed the Initial Units; and

WHEREAS, the Declaration, in Sections 5 and 6 of the Declaration, captioned “Expansion” and “Adjustments to Percentage Interests”, respectively, reserves to Grantor the right, *inter alia*, by and unto itself to (1) annex into the land and the improvements constituting the Condominium Property of the Condominium; and thereby to submit to each and every of the provisions of the Declaration and the Act and the Condominium, all or any portion of the Expansion Area, including, but not limited to, the Expansion Units, and (2) change the location

of any one or more of the proposed Expansion Units and/or the Amenities (as applicable) in order to improve views to and from the Units, improve parking areas and harmonize the Condominium Property to the sewer, water and other utilities service distribution plans.

WHEREAS, it is intended that the Common Elements be subject to this Declaration of Easement in order to facilitate the possible minor relocation of said Units and the development of the Expansion Area and the Amenities, as applicable.

NOW, THEREFORE, in consideration of the matters hereinabove set forth:

DECLARATION OF EASEMENT

Grantor hereby reserves unto itself the exclusive, free, perpetual right, privilege and easement (but not the obligation) to (1) annex into the land and the improvements constituting the Condominium Property of the Condominium; and thereby to submit to each and every of the provisions of the Declaration, the Act and the Condominium, all or any portion of the Expansion Area, including, but not limited to, any one or more of the Expansion Units and if applicable, the Amenities, (2) change the location of any one or more of the Expansion Units in order to improve views to and from the Units as well as the Amenities, as applicable, improve parking areas and harmonize the Condominium Property to the sewer, water and other utilities service distribution plans and the Common Elements thereon, (3) construct (i) one or more of the Expansion Units and/or the Amenities, if applicable, as delineated on the Declaration Plan, and/or (ii) all of the necessary parking lots, walks and other appurtenances (including, but not limited to, utilities and roadways) requisite to service all or any portion of the Expansion Area and the Common Elements thereon, including, but not limited to, any one or more of the Expansion Units and the Amenities, if applicable, (4) provide for the necessary ingress and egress to the Expansion Area, including, but not limited to, any one or more of the Expansion Units and/or the Amenities, if applicable, together with such other rights, privileges, licenses, easements and rights-of-ways as may be deemed necessary or desirable to submit all or any portion of the Expansion Area, including, but not limited to, any one or more of the Expansion Units and/or the Amenities, if applicable, to the Condominium and the Act as contemplated and provided for under the Declaration, Declaration Plan and Bylaws; and (5) grant, convey, transfer, assign, use, enjoy, subdivide, resubdivide, or otherwise utilize all or any portion of the Expansion Area in any manner and for any purpose that Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion. This reservation of easement shall be perpetual during the continued existence of the Condominium.

This reservation of easement shall be perpetual during the continued existence of the Condominium.

This reservation of easement shall run with the Land and shall be binding upon each Unit Owner and mortgagee of a Unit in the Condominium and their respective heirs, personal representatives, successors and assigns and shall be deemed to have granted unto the Grantor, its successors and assigns, an irrevocable power of attorney coupled with an interest, to effectuate, execute, acknowledge and deliver any such amendment; and each such Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute such further

instruments, if any, as may be required by the Grantor, its successors or assigns, to properly accomplish the purposes of this Declaration of Easement.

IN WITNESS WHEREOF, the Grantor has caused its name and its seal to be affixed hereto the day and year first above-written.

WITNESS

MILLWOOD ACQUISITIONS, LLC

By: _____ (Seal)

Name: Leonard F. Iacono, Sr.

Title: Manager

STATE OF Delaware)

COUNTY OF New Castle)

SS:

BE IT REMEMBERED, that on this 5th day of March, 2021, personally appeared before me, the Subscriber, a Notary Public for the State and County aforesaid, Leonard F. Iacono, Sr., the Manager of Millwood Acquisitions, LLC, a Delaware limited liability company, party to this Declaration of Easement, known to me personally to be such, and he acknowledged this Indenture to be his act and deed on behalf of said entity.

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

Jacklyn Kay Long
NOTARY PUBLIC

PRINT NAME: Jacklyn Kay Long

COMMISSION EXPIRES: 7-28-22

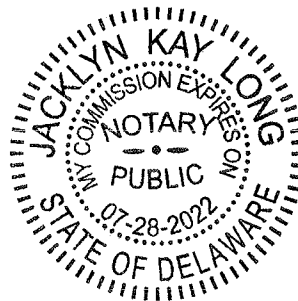


Exhibit A to SCHEDULE E

Legal Description

Westtown Village

All that certain parcel of land situated in Town of Millsboro, Sussex County, Delaware, being depicted on a record plan Record Site Plan, recorded at the Sussex County Office of Recorder of Deeds, dated July 23, 2018, in Plot Book 266 Page 11.

BEGINNING at a concrete monument found at the intersection of the southeasterly right of way of Industrial Street, 50 feet wide, and the southwesterly right of way of Conrail Railroad, 66 feet wide;

THENCE along the right-of-way of Conrail Railroad, **South 40° 41' 25" East, 1663.85 feet**, to a capped rebar set, being a common corner of the lands now or formerly of Haines & Kibblehouse, Inc.;

THENCE leaving the Conrail Railroad right of way and binding on said Lands of Haines & Kibblehouse, Inc., the following two (2) courses;

3. **South 28° 23' 07" West, 191.60 feet**, to a point;
4. **South 74° 29' 33" West, 319.11 feet**, to a point, being the common corner of the Lands now or formerly of Bonard B. Timmons & Evelyn M. Timmons;

THENCE along said Lands of Bonard B. Timmons & Evelyn M. Timmons, **North 84° 53' 37" West, 300.00 feet**, to a capped rebar set, being a common corner of the Lands now or formerly of Clover Development, L.L.C.;

THENCE along said Lands of Clover Development, L.L.C. and binding the Lands now or formerly of Leroy W. Mears, Trustee, **North 56° 27' 12" West, 1191.94 feet**, to an iron pipe found, being on the southeasterly right of way of Industrial Street.

THENCE along said right of way of Industrial Street, **North 36° 07' 55" East, 1027.77 feet**, to the **POINT OF BEGINNING**;

CONTAINING 25.470 Acres of land, more or less;

SCHEDULE E

FORM OF IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST

Tax Map Parcel Number: _____, Unit ____

Prepared By and Return To:

**IRREVOCABLE POWER OF ATTORNEY
COUPLED WITH AN INTEREST**

The Westtown Village Condominium

KNOW ALL MEN BY THESE PRESENTS, that, for the period commencing on the date hereof and ending on the date which is _____ (____) years after the date hereof, I/we, _____ owners of Unit _____ (the “Unit”) in The Westtown Village Condominium (the “Condominium”) hereby make constitute and appoint Millwood Acquisitions, LLC (“**Declarant**”), a Delaware limited liability company, and its successors and assigns, 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:

1. To execute, acknowledge, deliver and record any one or more instruments, documents, amendments or plans as may be required to amend, modify, or otherwise change any one or more of the Condominium Documents, including, but not limited to, the Declaration Plan, Declaration, Bylaws, Rules and Regulations and/or Declaration of Easement (all as defined in the Declaration) for any one or more of the purposes expressly provided under (a) any one or more of the Condominium Documents, including, but not limited to, under the Declaration in Section 4, captioned “Units”, Section 5, captioned “Expansion”, Section 6, captioned “Adjustments to Percentage Interests”, Section 19, captioned “Amendment of Declaration”, Section 31, captioned “Declarant’s Right to Amend”, and under the Bylaws in Article XI, captioned “Amendments to Bylaws” and Article XIV, captioned “Provisions Applicable to Declarant”, all to be accomplished in accordance with the terms and conditions of the

Condominium Documents, including, but not limited to, the Declaration, Bylaws and Declaration Plan, as recorded in the Office of the Recorder of Deed in and for Sussex County, Delaware (the “**Recorder’s Office**”), at _____, _____, and _____, respectively, and (b) the Master Declaration; and

2. To take any and all such actions which Declarant deems necessary or desirable, in its sole subjective and absolute discretion, for the purpose of constructing additional condominium units and Common Elements (and if applicable the Amenities) and submitting any one or more Expansion Units to the Act and the Condominium, including, but not limited to, for the purpose of reallocating the Percentage Interests for each unit (including the Unit) in the Common Elements by proportionately reducing the Percentage Interests of the Common Elements appurtenant to each Unit (including the Unit) in the Condominium; and

3. To amend, modify, or otherwise change any one or more of the Condominium Documents, including, but not limited to, the Declaration, Bylaws, Rules and Regulations, Declaration Plan, and/or Declaration of Easement, or to cause each or all of them to be amended by filing with the Recorder’s Office instruments, documents, amendments and plans required or necessary to (a) annex into the land and the improvements constituting the Condominium Property of the Condominium; and thereby to submit to each and every one of the provisions of the Declaration and the Act and the Condominium, all or any portion of the Expansion Area, including, but not limited to, the Expansion Units and the Amenities, and (b) correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable laws and legal requirements – all without previously or subsequently obtaining the consent, approval, authorization, signature or other action or non-action of the Undersigned, any Participating Builder, the Association, the Executive Board, any Unit Owner, any Eligible Mortgage Holder, or the holder of any lien on any Unit or any other occupant of the Condominium Property or any Unit or any other third party; and

4. 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 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 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.

And I/we hereby, for myself/ourselves, my/our heirs, executors, administrators and assigns, confirm and agree to ratify and confirm whatsoever my/our said attorney 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 current and future owners and mortgagees of the Unit and shall run with and bind the Unit.

Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

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 _____, current President of the United States of America.

Any defined terms not otherwise expressly defined in this Irrevocable Power of Attorney Coupled With An Interest shall have the meanings and definitions provided in the Declaration.

IN WITNESS WHEREOF, I/we have hereunto set our hands and seals, this _____ day of _____, 20__.

Witness _____ (SEAL)

Witness _____ (SEAL)

STATE OF _____)
COUNTY OF _____) SS:

BE IT REMEMBERED, that on this _____ day of, _____, 20__, personally, came before me, the Subscriber, a Notary Public for the State and County aforesaid _____, _____, 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 and Release and Waiver to be his/her their voluntary act and deed.

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

NOTARY PUBLIC

Print Name

Date Commission Expires

Schedule F

Easements

1. Right of Way Agreement to a 50 foot Road that is described in Deed Record 453, Page 372.
2. Easement Agreement to State Highway Department as set forth in Deed Record 465, Page 148 .
3. Right of Way Agreement to Delaware Power & Light Company as set forth in Deed Record 522, Page 239.
4. Right of Way Agreement to Delmarva Power & Light Company as set forth in Deed Record 525, Page 700 and Deed Record 525, Page 701.
5. Right of Way For Ingress and Egress as set forth in Deed Record 586, Page 413 (chain deed) and Deed Record 4077, Page 118 (title deed).
6. Easement Agreement to the Town of Millsboro as set forth in Deed Record 1537, Page 10.
7. Slope Easement as set forth in Deed Book 558, Page 691.
8. Daylighting Easements as set forth in Deed Book 558, Pages 692, 694 and 696.
9. Plot Book 2, page 74 "Heirs of Margaret Houston" showing the original 160 acres more or less, recorded April 25, 1955.
10. Record Minor Subdivision Plan as set forth in Plot Book 100, Page 157 .
11. Record Site Plan for Property known as "Westtown Village" recorded on July 23, 2018 in Plot Book 266, Page 11.
12. Declaration of Easement Together with an Irrevocable Power of Attorney Coupled with an Interest (forms attached as Schedules E and F to this Declaration).
13. Any easements, restrictions, reservations and conditions which may be disclosed by a survey of the premises.

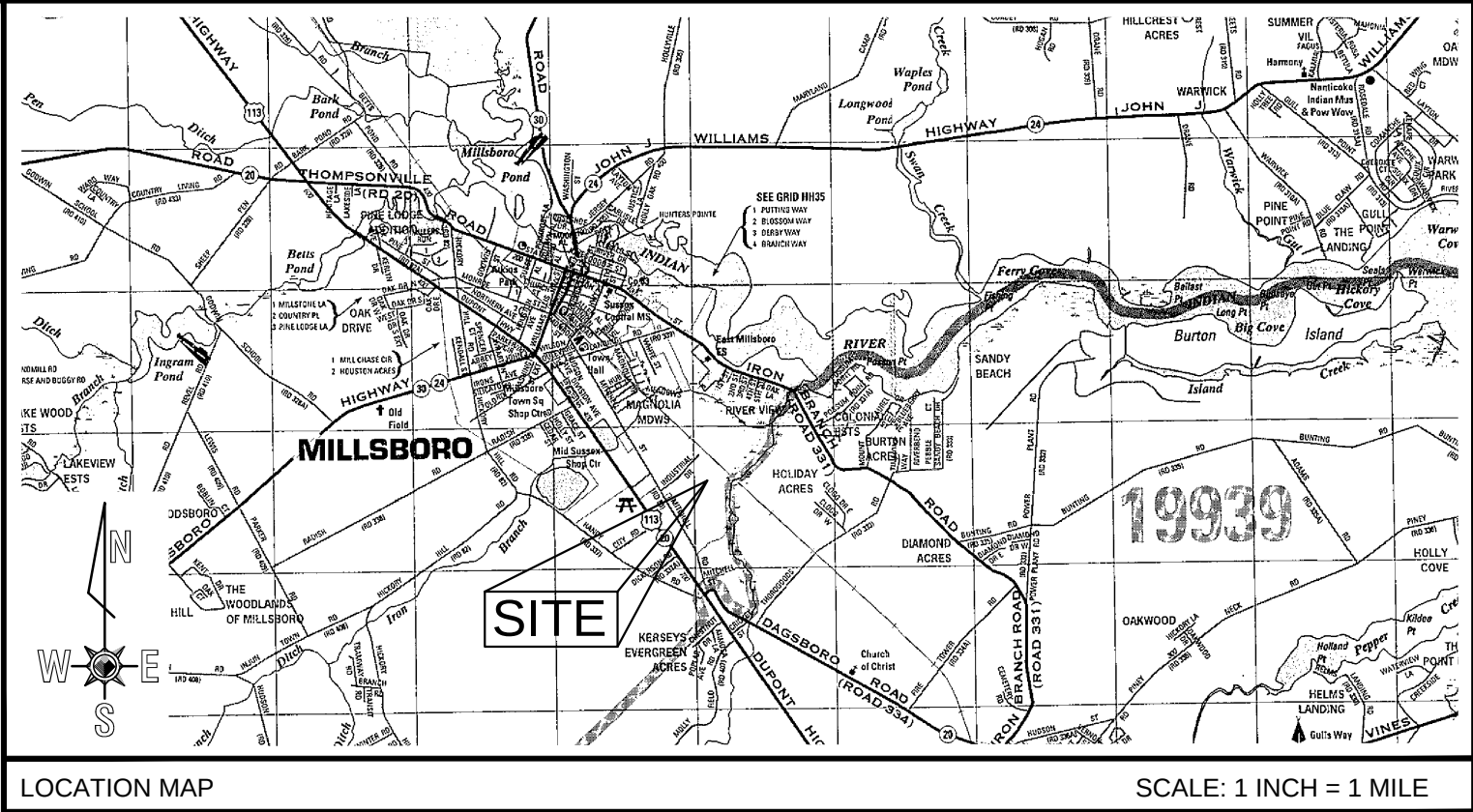
CONDOMINIUM DECLARATION PLAN

PREPARED FOR

"WESTTOWN VILLAGE"

*A CONDOMINIUM CREATED UNDER THE
DELAWARE UNIFORM COMMON INTEREST OWNERSHIP ACT,
25 DEL. C. §81-101, et. seq.*

*TOWN OF MILLSBORO * SUSSEX COUNTY * STATE OF DELAWARE
DELAWARE TAX MAP NO.: 233-5.00, PARCEL 12.00*



CERTIFICATION OF OWNERSHIP

I, LEONARD F. IACONO, SR., HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY DESCRIBED AND SHOWN ON THIS PLAN, THAT THE PLAN WAS MADE AT MY DIRECTION AND CONTAINS ALL INFORMATION REQUIRED BY 25 DEL. C. SEC. 81-209, AND THAT I DESIRE THE LAND TO BE DEVELOPED AS SHOWN IN ACCORDANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

LEONARD F. IACONO, SR., MANAGER
MILLWOOD ACQUISITIONS, LLC
102 LARCH CIRCLE, SUITE 301
NEWPORT, DE 19804
302-658-4417

DATE

ENGINEER'S CERTIFICATION

I, ROGER A. GROSS, P.E. HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF DELAWARE, AND THAT THE INFORMATION SHOWN HEREON HAS BEEN PREPARED UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE APPLICABLE LAWS OF THE STATE OF DELAWARE.

PER 25 Del. C. §81-103 (18), I FURTHER CERTIFY THAT THE DECLARATION PLAN FULLY AND ACCURATELY SHOWS:

- THE LOCATION OF THE CONDOMINIUM AND THE LOCATION AND LAYOUT OF THE COMMON ELEMENTS AND UNITS,
- SETS FORTH THE NAME BY WHICH THE CONDOMINIUM WILL BE KNOWN AND THE UNIT DESIGNATION FOR EACH UNIT THEREIN.

NOTARY CERTIFICATION

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____ A.D., 20 ____.

ROGER A. GROSS, P.E.
MERESTONE CONSULTANTS, INC.
33516 CROSSING AVENUE, UNIT 1
FIVE POINTS SQUARE
LEWES, DE 19958
(302) 226-5880

DATE:

NOTARY PUBLIC, DELAWARE

OWNER:

LEONARD F. IACONO, SR., MANAGER
MILLWOOD ACQUISITIONS, LLC
102 LARCH CIRCLE, SUITE 301
NEWPORT, DE 19804

CONDOMINIUM DECLARATION COVER PLAN

FOR PROPERTY KNOWN AS:
WESTTOWN VILLAGE
(HR - RESIDENTIAL PLANNED COMMUNITY)

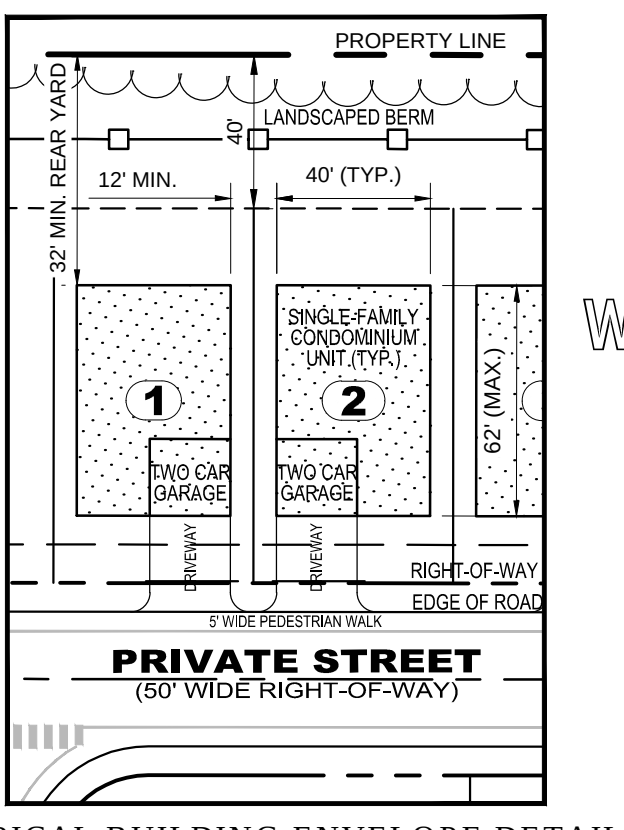
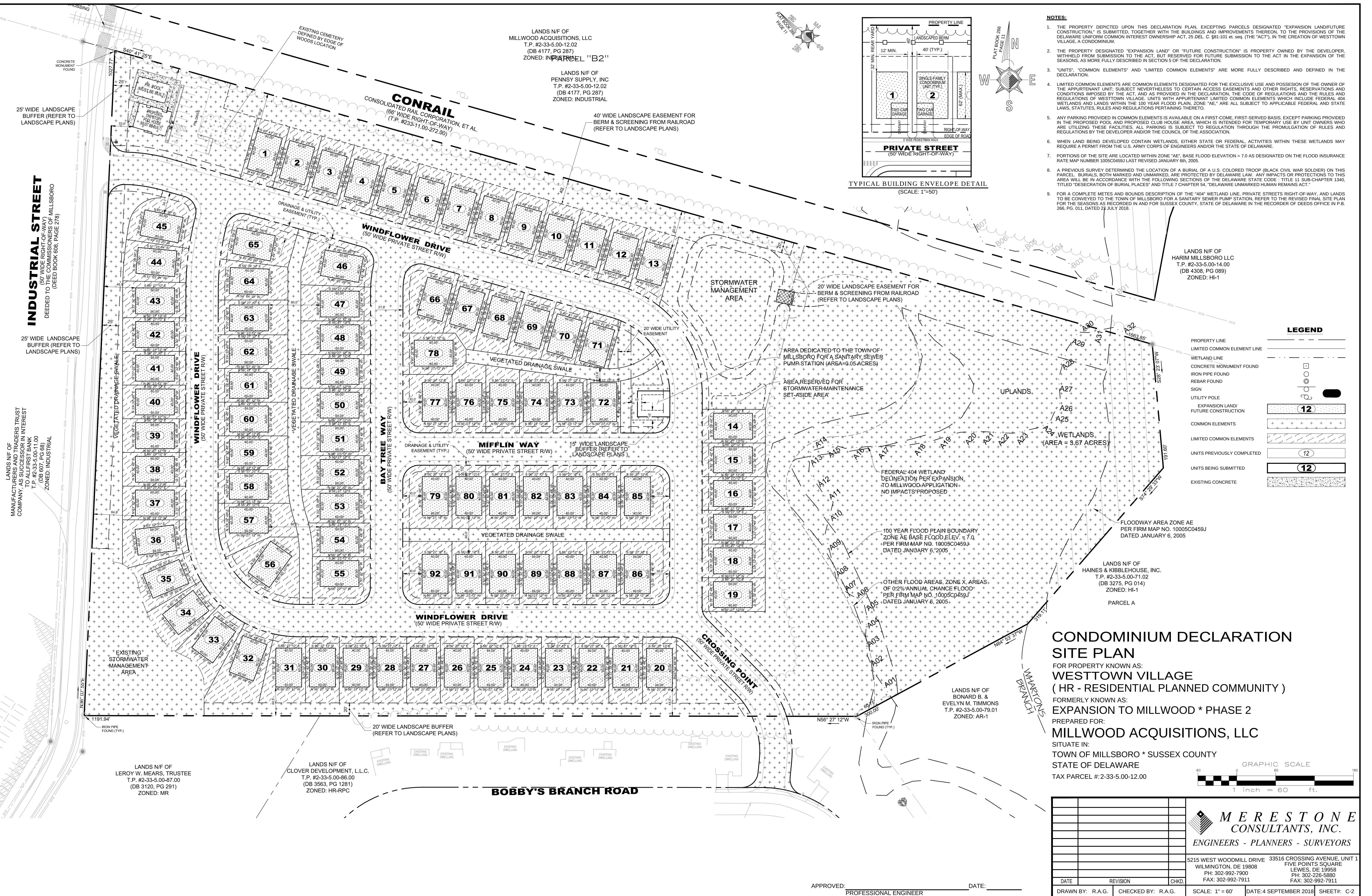
FORMERLY KNOWN AS:
EXPANSION TO MILLWOOD * PHASE 2

PREPARED FOR:
MILLWOOD ACQUISITIONS, LLC

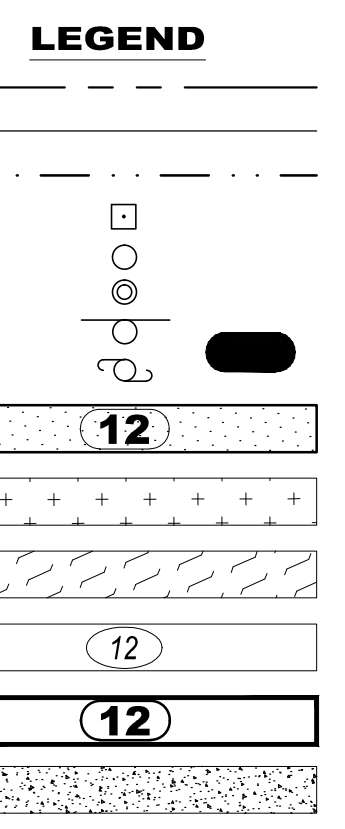
SITUATE IN:
TOWN OF MILLSBORO * SUSSEX COUNTY
STATE OF DELAWARE

TAX PARCEL #: 2-33-5.00-12.00

			 MERESTONE CONSULTANTS, INC. <i>ENGINEERS - PLANNERS - SURVEYORS</i>	
			5215 WEST WOODMILL DRIVE WILMINGTON, DE 19808 PH: 302-992-7900 FAX: 302-992-7911	33516 CROSSING AVENUE, UNIT 1 FIVE POINTS SQUARE LEWES, DE 19958 PH: 302-226-5880
DATE	REVISION	CHKD	DRAWN BY: R.A.G.	DATE: 4 SEPTEMBER 2018
				SHEET#: C-1



- NOTES:**
- THE PROPERTY DEPICTED UPON THIS DECLARATION PLAN, EXCEPTING PARCELS DESIGNATED "EXPANSION LAND/FUTURE CONSTRUCTION" IS SUBMITTED TOGETHER WITH THE BUILDINGS AND IMPROVEMENTS THEREON, TO THE PROVISIONS OF THE DELAWARE UNIFORM COMMON INTEREST OWNERSHIP ACT, 25 DEL. C. §81-101 et. seq. (THE "ACT"), IN THE CREATION OF WESTTOWN VILLAGE, A CONDOMINIUM.
 - THE PROPERTY DESIGNATED "EXPANSION LAND" OR "FUTURE CONSTRUCTION" IS PROPERTY OWNED BY THE DEVELOPER, WITHHELD FROM SUBMISSION TO THE ACT, BUT RESERVED FOR FUTURE SUBMISSION TO THE ACT IN THE EXPANSION OF THE SEASONS, AS MORE FULLY DESCRIBED IN SECTION 5 OF THE DECLARATION.
 - "UNITS", "COMMON ELEMENTS" AND "LIMITED COMMON ELEMENTS" ARE MORE FULLY DESCRIBED AND DEFINED IN THE DECLARATION.
 - LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS DESIGNATED FOR THE EXCLUSIVE USE AND POSSESSION OF THE OWNER OF THE APPURTENANT UNIT; SUBJECT NEVERTHELESS TO CERTAIN ACCESS EASEMENTS AND OTHER RIGHTS, RESERVATIONS AND CONDITIONS IMPOSED BY THE ACT, AND AS PROVIDED IN THE DECLARATION, THE CODE OF REGULATIONS AND THE RULES AND REGULATIONS OF WESTTOWN VILLAGE. UNITS WITH APPURTENANT LIMITED COMMON ELEMENTS WHICH INCLUDE FEDERAL 404 WETLANDS AND LANDS WITHIN THE 100 YEAR FLOOD PLAIN, ZONE "AE" ARE ALL SUBJECT TO APPLICABLE FEDERAL AND STATE LAWS, STATUTES, RULES AND REGULATIONS PERTAINING THERETO.
 - ANY PARKING PROVIDED IN COMMON ELEMENTS IS AVAILABLE ON A FIRST-COME, FIRST-SERVED BASIS, EXCEPT PARKING PROVIDED IN THE PROPOSED POOL AND PROPOSED CLUB HOUSE AREA, WHICH IS INTENDED FOR TEMPORARY USE BY UNIT OWNERS WHO ARE UTILIZING THESE FACILITIES. ALL PARKING IS SUBJECT TO REGULATION THROUGH THE PROMULGATION OF RULES AND REGULATIONS BY THE DEVELOPER AND/OR THE COUNCIL OF THE ASSOCIATION.
 - WHEN LAND BEING DEVELOPED CONTAIN WETLANDS, EITHER STATE OR FEDERAL, ACTIVITIES WITHIN THESE WETLANDS MAY REQUIRE A PERMIT FROM THE U.S. ARMY CORPS OF ENGINEERS AND/OR THE STATE OF DELAWARE.
 - PORTIONS OF THE SITE ARE LOCATED WITHIN ZONE "AE", BASE FLOOD ELEVATION = 7.0 AS DESIGNATED ON THE FLOOD INSURANCE RATE MAP NUMBER 1005C0459J LAST REVISED JANUARY 6th, 2005.
 - A PREVIOUS SURVEY DETERMINED THE LOCATION OF A BURIAL OF A U.S. COLORED TROOP (BLACK CIVIL WAR SOLDIER) ON THIS PARCEL. BURIALS, BOTH MARKED AND UNMARKED, ARE PROTECTED BY DELAWARE LAW. ANY IMPACTS OR PROTECTIONS TO THIS AREA WILL BE IN ACCORDANCE WITH THE FOLLOWING SECTIONS OF THE DELAWARE STATE CODE: TITLE 11 SUB-CHAPTER 1340, TITLED "DESERGATION OF BURIAL PLACES" AND TITLE 7 CHAPTER 54, "DELAWARE UNMARKED HUMAN REMAINS ACT".
 - FOR A COMPLETE METES AND BOUNDS DESCRIPTION OF THE "404" WETLAND LINE, PRIVATE STREETS RIGHT-OF-WAY, AND LANDS TO BE CONVEYED TO THE TOWN OF MILLSBORO FOR A SANITARY SEWER PUMP STATION, REFER TO THE REVISED FINAL SITE PLAN FOR THE SEASONS AS RECORDED IN AND FOR SUSSEX COUNTY, STATE OF DELAWARE IN THE RECORDER OF DEEDS OFFICE IN P.B. 266, PG. 011, DATED 23 JULY 2018.



CONDOMINIUM DECLARATION SITE PLAN

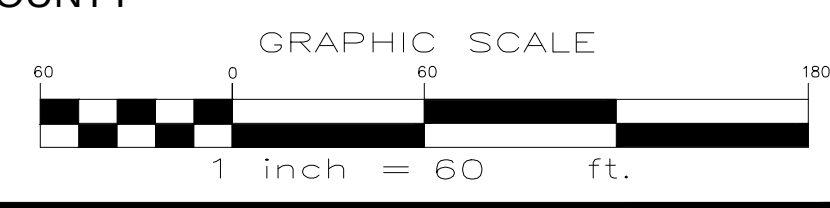
FOR PROPERTY KNOWN AS:
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(HR - RESIDENTIAL PLANNED COMMUNITY)

FORMERLY KNOWN AS:
EXPANSION TO MILLWOOD * PHASE 2

PREPARED FOR:
MILLWOOD ACQUISITIONS, LLC

SITUATE IN:
TOWN OF MILLSBORO * SUSSEX COUNTY
STATE OF DELAWARE

TAX PARCEL # 2-33-5.00-12.00



MERESTONE CONSULTANTS, INC.		
ENGINEERS - PLANNERS - SURVEYORS		
5215 WEST WOODMILL DRIVE 33516 CROSSING AVENUE, UNIT 1		
WILMINGTON, DE 19808 FIVE POINTS SQUARE		
PH: 302-992-7900 LEWES, DE 19958		
FAX: 302-992-7911		
DATE	REVISION	CHKD.
DRAWN BY: R.A.G.	CHECKED BY: R.A.G.	SCALE: 1" = 60'
APPROVED: PROFESSIONAL ENGINEER		DATE: 4 SEPTEMBER 2018
		SHEET#: C-2

Tax Parcel Number: 2-33-5.00-12.00

Prepared By:

Sally J. Daugherty, Esquire
Cohen Seglias Pallas Greenhall & Furman, PC
500 Delaware Avenue, Suite 730
Wilmington, DE, 19801

Return To:

Edward A. Tarlov, Esquire
Giordano, DelCollo, Werb & Gagne, LLC
5315 Limestone Road
Wilmington, Delaware 19805

**BYLAWS
FOR
WESTTOWN VILLAGE CONDOMINIUM
TOWN OF MILLSBORO, SUSSEX COUNTY, DELAWARE**

ARTICLE I

PLAN OF OWNERSHIP

Section 1. Unit Ownership.

The Property as defined in that certain Declaration of Westtown Village Condominium, Town of Millsboro, Sussex County, Delaware dated March 4, 2021 and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware (the “**Recorder’s Office**”) contemporaneously herewith (the “**Declaration**”) located in the has been submitted to the provisions of the Delaware Uniform Common Interest Ownership Act of the State of Delaware, 25 Del. C. Sections 81-101 et seq. (the “**Act**”), by the Declaration created and imposed by Millwood Acquisition, LLC, a Delaware limited liability company (“**Declarant**”), and shall hereinafter be know as “Westtown Village Condominium” (the “**Condominium**”) and is more particularly depicted and described on that certain Condominium Declaration Plan of Westtown Village dated March 4, 2021 and recorded in the Recorder’s Office at Plot Book 334, Page 20. Any capitalized terms or words not otherwise defined in these Bylaws shall have the definition and meaning ascribed thereto in the Declaration.

Section 2. Applicability of Bylaws.

The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person who may use the facilities of the Property in any matter, are subject to the Condominium Documents, including but not limited to, these Bylaws, the Declaration, the Declaration of Easement, and any Rules and Regulations hereinafter promulgated. The acceptance of a deed or transfer document or the entering into of a lease or the act of occupancy of a Unit shall conclusively establish the acceptance and ratification of the Condominium Documents, including but not limited to, these Bylaws, the Declaration, the Declaration of Easement, and any Rules and Regulations, as they may be amended from time to time, by the person so acquiring, leasing or occupying a Unit and shall constitute and evidence an agreement by such person to comply with the same.

Section 3. Office.

The office of the Condominium and of the Executive Board shall be located at 102 Larch Circle, Suite 301, Newport, Delaware 19804 or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

ASSOCIATION

Section 1. Composition.

All of the Owners of Units contained in the Condominium, acting as a group in accordance with these Bylaws and the Act and the Declaration, shall constitute a Delaware unincorporated nonprofit association called "WESTTOWN VILLAGE CONDOMINIUM ASSOCIATION" (the "**Association**"). This Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting the contributions to the Common Expenses, arranging for the management of the Condominium and performing all of the other acts that may be required to be performed by the Association pursuant to the Act, the Declaration and these Bylaws. Except as to those matters which the Act specifically requires to be performed by the vote of the Unit Owners, the administration of the foregoing responsibilities shall be performed by the Executive Board as more particularly set forth in Article III hereof.

Section 2. Initial and Subsequent Annual Meetings.

A meeting of the Association must be held at least once each calendar year. The first annual meeting of Association shall be held on June 1, 2021. Thereafter, the annual meetings of the Association shall be held as determined by a majority of the Executive Board.

Section 3. Place of Meeting.

Meetings of the Association shall be held at such suitable place convenient to the Unit Owners as may be designated by the Executive Board.

Section 4. Special Meetings.

Special meetings of the Association may be called by the President, a majority of the Executive Board, or by Unit Owners having at least twenty percent (20%) of the Percentage Interest of all Unit Owners. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of the Executive Board or upon a petition signed and presented to the Secretary of Unit Owners owning not less than twenty percent (20%) of the Percentage Interests of all Unit Owners.

Section 5. Notice of Meetings and Waiver.

Except in the case of emergency meetings, which may be held without prior notice, not fewer than ten (10) nor more than sixty (60) days in advance of any regular or special meeting of the Unit Owners, the Secretary shall cause notice of that meeting to be delivered to each Unit Owner by any means described in § 81-127 of the Act or sent prepaid by United States mail to any mailing address designated in writing by such Unit Owner. The notice of any meeting must state the time and place of the meeting and the items on the agenda, or must state the website address where the agenda is located, including: (a) a statement of the general nature of any proposed amendment to the Declaration or Bylaws; (b) a statement that in the absence of objection from any Unit Owner present at the meeting, the President may add items to the agenda; (c) any budget changes; and (d) any proposal to remove an officer or member of the Executive Board. The agenda may be posted on the website of the Association, in lieu of being included in the notice, provided that the Association shall, by any means described in § 81-127 of the Act, furnish to any Unit Owner who so requests a copy of the agenda prior to the meeting. Regardless of the agenda, Unit Owners shall be given a reasonable opportunity at any meeting to offer comments to the Executive Board regarding any matter affecting the Condominium. If the Association does not notify Unit Owners of a special meeting within thirty (30) days after the requisite number or percentage of the Executive Board or Unit Owners, as applicable, requested the Secretary to do so, the requesting members or Unit Owners, as applicable, may directly notify all the Unit Owners of that meeting. Only matters described in the meeting notice required by this Section may be considered at a special meeting.

Section 6. Adjournment of Meetings.

If any meeting of the Association cannot be held because a quorum is not present, Unit Owners owning a majority of the Percentage Interests who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business.

The order of business at all annual meetings of the Association shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of the Executive Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Executive Board (when so required).
- (i) Unfinished business.
- (j) New business.

Section 8. Title to Units.

Title to Units may be taken in the name of an individual; or in the names of two or more persons, as tenants in common or as joint tenants with right of survivorship, or as tenants by the entirety; or in the name of a corporation, partnership, or limited liability company; or in the name of a fiduciary.

Section 9. Voting.

Voting at all meetings of the Association shall be on a percentage basis and the percentage of the vote to which each Unit Owner is entitled shall be the Percentage Interest assigned to such Owner's Unit in the Declaration. If only one (1) of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all the votes allocated to that Unit. If more than one (1) of the Owners of a Unit is present at a meeting of the Association, then the person who shall be entitled to enter the vote of such Unit shall be the person named in a certificate signed by all of the Owners of the Unit and filed with the Secretary. Such certificate shall be valid until revoked by a subsequent certificate. The vote of each Unit shall be exercised as the Owners of the Unit, among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Unit. In the event of multiple or disputed votes by and between the applicable Owners of a Unit, then such votes shall be ruled invalid and the Executive Board shall disregard any such multiple or disputed votes cast by the Owners of the Unit. Any such invalidated votes shall not, however, invalidate or otherwise alter the effectiveness of such Unit Owners attendance at the meeting by proxy or otherwise for quorum purposes. Whenever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Unit Owner at any meeting of the Association. Except where a greater number is required by the Act, the Declaration or these Bylaws, a majority of the

votes cast in person, by proxy or by ballot at a meeting of Unit Owners where a quorum is present shall determine the outcome of any action of the Association where a vote is taken so long as the number of votes cast in favor comprise at least a majority of the number of votes required for a quorum for that meeting. Votes allocated to a Unit owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of unit votes needed for any action by the Unit Owners.

Section 10. Proxies.

A vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein, must be in writing and must be filed with the Secretary before the appointed time of the meeting. If a Unit is owned by more than one (1) person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may revoke a proxy given only by actual notice of revocation to the person presiding over the meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one (1) year after its date, unless it specifies a shorter term.

Section 11. Majority of Unit Owners.

As used in these Bylaws, the term "majority of the Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the aggregate interest of the undivided ownership of the Common Elements as specified in the Condominium Documents.

Section 12. Quorum.

Except as otherwise provided in these Bylaws, the presence in person or by proxy of a twenty-five percent (25%) of the Percentage Interests shall constitute a quorum at all meetings of the Association. In the event a quorum is not present or represented at any properly noticed meeting of the Association, then the Unit Owners present in person or by proxy shall have the power to adjourn the meeting, and continue to adjourn the meeting, without notice other than an announcement at the meeting, until a quorum shall be present and no other notice shall be required. At any meeting of the Association that had previously been adjourned for lack of a quorum, the requirement for a quorum for any such meeting shall be reduced by one half (1/2) of the quorum required for the prior meeting that was adjourned.

Section 13. Conduct of Meeting.

The President shall preside over all meetings of the Association and the Secretary shall keep the minutes for the meeting and record in a minute book all resolutions adopted by the meeting as well as a record of all transactions occurring thereat. Roberts Rules of

Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these Bylaws or the Act.

ARTICLE III

EXECUTIVE BOARD

Section 1. Appointment, Election, Number and Qualifications.

(a) Appointment During Declarant Control Period. Until the expiration or earlier termination of the Declarant Control Period, the Executive Board shall consist of three (3) persons, who need not be Unit Owners or residents of the State of Delaware, such individuals to be appointed from time to time by Declarant provided, however, that (a) not later than sixty (60) days after twenty-five percent (25%) or more of the proposed Units, including any and all Units submitted to the Act and the Condominium Regime in accordance with this Declaration and any and all proposed Expansion Unit(s), together with the Common Elements appurtenant thereto, have been conveyed to Unit Owners other than Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Executive Board must be elected by the Unit Owners other than Declarant and (b) not later than sixty (60) days after fifty percent (50%) or more of the proposed Units, including any and all Units submitted to the Act and the Condominium Regime in accordance with this Declaration and any and all proposed Expansion Unit(s), together with the Common Elements appurtenant thereto, have been conveyed to Unit Owners other than Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board must be elected by the Unit Owners other than Declarant.

(b) Election After Declarant Control Period. Subsequent to the expiration or earlier termination of the Declarant Control Period, the Executive Board shall consist of three (3) persons, all of who shall be elected by the Unit Owners, including Declarant, and at least a majority of whom must be Unit Owners.

Section 2. Powers and Duties.

The affairs of the Condominium shall be governed by the Executive Board provided, however, that the Executive Board may not act on behalf of the Association to amend the Condominium Documents, to terminate the Condominium, or to elect members of the Executive Board or determine the qualifications, powers and duties, or terms of office of Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term. The Executive Board shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by the Act or by the Condominium Documents directed to be exercised and done by the Association. The Executive Board

shall have the power from time to time to adopt any rules and regulations deemed necessary for the enjoyment of the Condominium provided such rules and regulations shall not be in conflict with the Act or the Condominium Documents. The Executive Board shall delegate to one of its members the authority to act on behalf of the Executive Board on all matters relating to the duties of the Managing Agent, if any, which might arise between meetings of the Executive Board. In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Executive Board shall have the power to, and be responsible for, the following:

(a) The Executive Board shall adopt and may amend recorded bylaws consistent with §81 -306 of the Act.

(b) The Executive Board shall adopt and amend budgets pursuant to §81-324 of the Act and collect assessments for Common Expenses, including funds for the Repair and Replacement Reserve, from Unit Owners.

(c) The Executive Board shall maintain the following records in written form or in another form capable of conversion into written form within a reasonable time (1) detailed records of receipts and expenditures affecting the operation and administration of the Association and other appropriate accounting records, including those for the Repair and Replacement Reserve (all financial records shall be kept in accordance with generally accepted accounting practices); (2) minutes of all meetings of its members and the Executive Board, a record of all actions taken by the members or the Executive Board without a meeting, and a record of all actions taken by a committee of the Executive Board in place of the board of directors on behalf of the Association; (3) a record of its members in a form that permits preparation of a list of the names and addresses of all members, in alphabetical order by class, showing the number of votes each member is entitled to cast and the members' class of membership, if any; and (4) a, copy of the following records at its principal office: (i) its original or restated certificate of incorporation, if any, and the Declaration and Rules and Regulations and these Bylaws and all amendments to them currently in effect; (ii) the minutes of all members' meetings and records of all action taken by members without a meeting for the past three (3) years; (iii) any financial statements and tax returns of the Association prepared for the past three (3) years, together with the report of the auditors of the financial records; (iv) a list of the names and business addresses of its current directors and officers; (v) its most recent annual report delivered to the Secretary of the State; (vi) the Association's most recent Reserve Study; and (vii) financial and other records sufficiently detailed to enable the Association to comply with § 81-409 of the Act. Subject to the provisions of this Subsection below, all records kept by the Association, including the Association's membership. list and address, and aggregate salary information of employees of the Association, shall be available for examination and copying by a Unit Owner or the Unit Owner's authorized agent so long at the request is made in good faith and for a proper purpose related to the Owner's membership in the Association. This right of examination may be exercised: (1) only during reasonable business hours or at a mutually convenient time and location, and (2) upon 5-days written

notice reasonably identifying the purpose for the request and the specific records of the Association requested. Records kept by the Association may be withheld from inspection and copying to the extent that they concern: (1) personnel matters relating to specific persons or a person's medical records; (2) contracts, leases, and other commercial transactions to purchase or provide goods or services, currently in or under negotiation; (3) pending or threatened litigation, arbitration, mediation or other administrative proceedings; (4) matters involving federal, state or local administrative or other formal proceedings before a government tribunal for enforcement of the Condominium Documents; (5) communications with legal counsel which are otherwise protected by the attorney-client privilege or the attorney work product doctrine; (6) disclosure of information in violation of law; (7) meeting minutes or other confidential records of an executive session of the Executive Board; or (8) individual Unit Owner files other than those of the requesting Owner. The Association may charge a fee for providing copies of any records under this Section but that fee may not exceed the actual cost of the materials and labor incurred by the Association.

(d) Making assessments against Unit Owners to defray the costs and expenses of the Condominium, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payment of the annual assessment for Common Expenses. The annual assessment against each Unit Owner for the Unit's proportionate share of the Common Expenses shall be payable in equal monthly, quarterly or annual installments, as determined by the Executive Board, each such installment to be due and payable in advance on the date(s) established by the Executive Board.

(e) Providing for the operation, care, upkeep, replacement, maintenance and surveillance of all of the Common Elements and services of the Condominium.

(f) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Condominium, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed the common property of the Unit Owners.

(g) Collecting the assessments against the Unit Owners, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to carry out the administration of the Condominium.

(h) To impose charges for late payment of assessments.

(i) Making and amending Rules and Regulations respecting the use of the Common Elements in accordance with Article III, Section 2 of these Bylaws.

(j) Opening of bank accounts on behalf of the Condominium

and designating the required signatories.

(k) Making, or contracting for the making of, repairs, additions and improvements to, or alterations of, the Common Elements and repairs to, and restoration of the Common Elements, in accordance with the other provisions of the Bylaws, after damage or destruction by fire or other casualty.

(l) Enforcing by legal means the provisions of the Declaration and these Bylaws and the Rules and Regulations for the use of the Common Elements adopted by it and bringing any proceedings which may be instituted on behalf of the Unit Owners.

(m) Suspending any privileges of Unit Owners (other than the right of a Unit Owner to vote on any matter submitted to a vote of Unit Owners) or services provided to Unit Owners by the Association (other than those necessary for the habitability of the Owner's Unit) for non-payment of assessments.

(n) Levying reasonable fines for violations of the Declaration, these Bylaws, and Rules and Regulations of the Association.

(o) Obtaining and carrying insurance against liabilities, as provided in Article VI of these Bylaws, and paying the premium cost thereof.

(p) Paying the cost of all services rendered to the Condominium that are not otherwise the sole responsibility of, and not limited to, one or more Unit Owners.

(q) Keeping books with detailed accounts in chronological order of the receipts and expenditures affecting the operation of the Condominium, and the administration of the Condominium, specifying the maintenance and repair expenses of the common elements, and any other expenses incurred. All books and records shall be kept in accordance with good and accepted accounting practices. The books and records shall be audited at least once a year and also prior to the end of the Declarant Control Period by an outside auditor employed by the Executive Board who shall not be a resident of the Condominium, or a Unit Owner of a Unit Owner, or an affiliate of Declarant. The cost of such audit shall be a Common Expense.

(r) Notifying the mortgagee of any Unit of any default by the Unit Owner whenever requested in writing by such mortgagee to send such notice.

(s) To resolve disputes between and among Unit Owners, the Executive Board and/or the Declarant and to make decisions regarding disputes related to the interpretation and application of the Declaration, Bylaws and rules and regulations promulgated pursuant thereto.

(t) To do such other things and acts not inconsistent with the Act, the Declaration, or these Bylaws which it may be authorized to do by a resolution of the Association.

Section 3. Managing Agent.

The Executive Board may (but is not required to) employ for the Condominium a professional managing agent at a compensation established by the Executive Board, to perform such duties and services as the Executive Board shall authorize, including, but not limited to, the duties listed in Section 2 of this Article III. The Executive Board may delegate to the managing agent all of the powers granted to the Executive Board by these Bylaws; except with respect to the powers set forth in paragraphs (b) and (g) of said Section 2; and provided, further, that any action by the managing agent with respect to the powers set forth in paragraphs (a), (b), (d), (h) and (i) of said Section 2 shall require the prior written consent thereof by the Executive Board. Any such delegation shall be in writing reflecting the consent of the Executive Board and shall expressly provide that such delegation may be terminated and revoked at any time upon written notice. No agreement with a professional Managing Agent may bind the Association unless said agreement provides for the right of the Association to terminate the same for cause and without penalty upon not more than ninety (90) days notice. Any such agreement shall be for a reasonable term not to exceed two (2) years.

Section 4. Term of Office.

The initial term of office of one (1) member of the Executive Board shall be fixed at three (3) years, the initial term of office for one (1) member of the Executive Board shall be fixed at two (2) years, and the initial term of office of one (1) member of the Executive Board shall be fixed at one (1) year. The Executive Board shall determine which members have the initial terms of one (1), two (2), and three (3) years. At the expiration of the initial term of each respective member of the Executive Board, his successor shall be appointed or elected, as applicable, to serve for a term of two (2) years. The members of the Executive Board shall hold office until their respective successors shall have been appointed or elected, as applicable, by Declarant or Association, as applicable, in accordance with Section 1 of this Article III.

Section 5. Removal of Members of the Executive Board.

During the Declarant Control Period, any one or more of the members of the Executive Board may be removed at any time and from time to time by Declarant for any reason or no reason whatsoever, in Declarant's sole subjective and absolute discretion. Subsequent to the expiration or earlier termination of the Declarant Control Period, at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by a two-thirds vote of all persons present, in person, by proxy or by ballot, and entitled to vote at any meeting of the

Unit Owners at which a quorum is present, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member so removed. Any member of the Executive Board whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof and he shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies.

During the Declarant Control Period, vacancies in the Executive Board shall be filled by appointment by Declarant and each person so appointed shall serve for the remainder of the term of the vacated member. Subsequent to the expiration or earlier termination of the Declarant Control Period, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Association shall be filled by a vote of a majority of the remaining members of the Executive Board at a special meeting of the Executive Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Executive Board for the remainder of the term of the member so removed and until a successor shall be elected at the next meeting of the Association.

Section 7. Initial and Subsequent Quarterly Meetings.

A meeting of the Executive Board must be held at least once each calendar quarter. The first quarterly meeting of Executive Board shall be held on June 1, 2021. Thereafter, the quarterly meetings of the Executive Board shall be held as determined by a majority of the Executive Board.

Section 8. Special Meetings.

Special meetings of the Executive Board may be called by the President or a majority of the Executive Board. It shall be the duty of the President to call a special meeting of the Executive Board if so directed by resolution of a majority of the Executive Board.

Section 9. Notice of Meeting.

Except when a schedule of meetings has been distributed to Unit Owners that identifies the meeting in question or in cases of emergency meetings that may be held without prior notice, the Secretary shall cause notice of any regular or special Executive Board meeting to be delivered to each Unit Owner by any means described in §81-127 of the Act not fewer than ten (10) nor more than sixty (60) days in advance of the meeting (but not later than the time notice of the meeting is sent to members of the Executive Board). The notice must state the time and place of the meeting and the items on the agenda,

including an opportunity for Unit Owners to offer comments to the Executive Board regarding any matter affecting the Condominium.

(a) Until the expiration or earlier termination of the Declarant Control Period, all meetings of the Executive Board shall be open to the Unit Owners except for executive sessions held for purposes of: (1) consulting with the Association's lawyer regarding, or Executive Board discussion of, litigation, mediation, arbitration or administrative proceedings or any contract matters; (2) discussing labor or personnel matters; (3) discussing matters related to contract negotiations, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; (4) discussion of any complaint from or alleged violation by a Unit Owner, when the Executive Board determines that public knowledge would violate the privacy of the Unit Owner; or (5) discussing any other matter that Declarant determines, in its sole subjective and absolute discretion, should be discussed in executive session and not open to the Unit Owners.

(b) After the expiration or earlier termination of the Declarant Control Period, all meetings of the Executive Board shall be open to the Unit Owners except for executive sessions held for purposes of: (1) consulting with the Association's lawyer regarding, or Executive Board discussion of, litigation, mediation, arbitration or administrative proceedings or any contract matters; (2) discussing labor or personnel matters; (3) discussing matters related to contract negotiations, including the review of bids or proposals, if premature general knowledge of those matters would place the Association at a disadvantage; or (4) discussion of any complaint from or alleged violation by a Unit Owner, when the Executive Board determines that public knowledge would violate the privacy of the Unit Owner.

(c) If any materials are distributed to the Executive Board before the meeting, the Association shall at the same time make copies of those materials reasonably available to the Unit Owners, except that the Association need not distribute copies of unapproved minutes or materials that are to be considered in executive session.

(d) The Executive Board may meet in a telephonic or video conference call or interactive electronic communication process provided that: (1) the meeting notice must indicate that the meeting is to be a telephonic, video or other conference and, if not a meeting in executive session, provide information as to how Unit Owners may participate in the conference directly or by meeting at a central location or conference connection; and (2) the process must provide all Unit Owners the opportunity to hear the discussion and offer comments.

(e) After the expiration or earlier termination of the Declarant Control Period, in lieu of a meeting, the Executive Board may act by unanimous consent as documented in a record signed by all its members, but the Executive Board may not act by unanimous consent to: (1) adopt a rule, budget or special assessment, (2) impose a fine or

take action to enforce the Declaration or the Rules and Regulations or these Bylaws, (3) buy or sell real property, (4) borrow money, or (5) contract for any sum greater than one percent (1%) of the Association's annual budget. The Secretary shall promptly notify all Unit Owners of any action taken by unanimous consent.

(f) The Executive Board shall maintain written minutes of all meetings of the Executive Board; and, upon written request delivered to the Secretary, such minutes shall be made available to any Unit Owner and to any Eligible Mortgage Holder.

(g) Waiver of Notice. Any member may, at any time, in writing waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting the Executive Board shall constitute a waiver of notice by him at the time and place of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting, not otherwise inconsistent with the Act.

Section 10. Quorum of Executive Board.

At all meetings of the Executive Board, a majority of the members of the Executive Board shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Executive Board present at any meeting at which a quorum is present shall constitute the decisions of the Executive Board.

Section 11. Compensation.

No member shall receive any compensation from the Condominium for acting as such. Members of the Executive Board shall be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with the performance of their duties and services as members of Executive Board on behalf of the Condominium.

Section 12. Conduct of Meeting.

The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. Roberts Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Declaration, these Bylaws or the Act.

Section 13. Fidelity Bonds.

Unless the Unit Owners, by Majority Vote, otherwise determine (with the requisite consent of Eligible Mortgage Holders, as applicable), the Executive Board shall require fidelity bonds for all officers and employees of the Condominium handling or responsible

for Condominium funds, with coverage being an amount equal to (1) one quarter of the annual Common Expenses plus (2) all reserve funds controlled by the Executive Board. The premiums on such bonds shall constitute a Common Expense.

Section 14. Director and Officer Liability Insurance.

The Executive Board shall obtain Director and Officer Liability Insurance for all Executive Board members and officers of the Executive Board and the premiums on such -Insurance shall constitute a Common Expense.

Section 15. Liability of the Members of the Executive Board.

The members of the Executive Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Executive Board from and against all contractual liability to others arising out of contracts made by the Executive Board on behalf of the Unit Owners unless any such contract shall have been made in bad faith. It is intended that the members of the Executive Board shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners. It is also intended that the liability of any Unit Owner arising out of any contract made by the Executive Board or out of the aforesaid indemnity in favor of the members of the Executive Board shall be limited to: such proportion of the total liability thereunder as his Percentage Interest or Fractional Interest bears to the Percentage Interests of all of the Unit Owners. Every agreement made by the Executive Board or by the Managing Agent on behalf of the Owners shall, if obtainable, provide that the members of the Executive Board, or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interest bears to the Percentage Interests of all Unit Owners. The Unit Owners shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding by reason of the fact that he is or was a member of the Executive Board, against expenses (including attorneys' fees), judgments, lines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believes to be in or not opposed to the best interests of the Unit Owners.

Section 16. Executive Board Committees.

The Executive Board may, from time to time, establish such one or more ad hoc committees as it may deem necessary or appropriate for the administration of the affairs of the Executive Board or of the Property. Each such committee; shall have such discretionary, decision making or advisory powers as the Executive Board shall determine; provided, however, that the Executive Board shall retain full responsibility for all acts

undertaken by any committee within the authority granted to such committee. The members of any such committee shall be appointed from among the members of the Executive Board or from those persons entitled to vote at any meeting of Unit Owners, or any combination thereof.

Section 17. Inspection of and Access to Books and Records.

The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association, as well as current copies of the Declaration, Bylaws, Declaration Plan and the Rules and Regulations shall be available for examination by the Unit Owners and their duly authorized agents or attorneys, and by the lenders, holders, insurers, and guarantors of any first mortgage on any Unit and their respective duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their respective interest and after reasonable notice. The books and accounts of the Association, vouchers accrediting the entries made thereupon and all other records maintained by the Association, as well as current copies of the Declaration, Bylaws, Declaration Plan and Rules and Regulations, and the most recent annual audited financial statement, if such is prepared, shall be available for examination by any prospective purchaser of a Unit in the Condominium during normal business hours and for purposes reasonably related to their respective interest and after reasonable notice.

ARTICLE IV

OFFICERS

Section 1. Designation.

The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be appointed by the Executive Board, who need not be Unit Owners or residents of the State of Delaware. The Executive Board may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President shall be a member of the Executive Board. Any other officers may be, but shall not be required to be, members of the Executive Board.

Section 2. Election of Officers.

The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board. Any vacancy in an office shall be filled by appointment by the Executive Board at a regular meeting or special meeting called for such purpose.

Section 3. Removal of Officers.

Upon the affirmative vote of a majority of the members of the Executive Board, any officer may be removed, either with or without cause, and such officer's successor may be elected at any regular meeting of the Executive Board, or at any special meeting of the Executive Board called for such purpose.

Section 4. Term of Office.

The term of office of the President, Vice-President, Secretary and Treasurer shall be fixed at three (3) years. At the expiration of the term of the President, Vice-President, Secretary and Treasurer, as applicable, his successor shall be appointed by the Executive Board. Each officer shall hold office until his successor shall have been appointed by the Association.

Section 5. Vacancies.

Any Vacancy of any principal officer position shall be filled by appointment by the Executive Board and each person so appointed shall serve for the remainder of the term of the office to which they are appointed by the Executive Board.

Section 6. President.

The President shall be the chief executive of the Condominium. The President shall preside at all meetings of the Association and of the Executive Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the General Corporation Law of the State of Delaware, including, but not limited to, the power to appoint committees from among the Owners from time to time as the President may in the President's discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President or Vice-President may prepare, execute, certify and record amendments to the Condominium Documents on behalf of the Association.

Section 7. Vice-President.

The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, on an interim basis. The Vice-President shall also perform such duties as shall from time to time be imposed upon the Vice-President by the Executive Board or by the President. The President or Vice-President may prepare, execute, certify and record amendments to the Condominium Documents on behalf of the Association.

Section 8. Secretary.

The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, shall have charge of such books and papers as the Executive Board may direct; and shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the General Corporation Law of the State of Delaware.

Section 9. Treasurer.

The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data; shall be responsible for the deposit of all monies and other valuable effects in the name of the Executive Board, or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board, and shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the General Corporation law of the State of Delaware.

Section 10. Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations of over \$5,000.00, shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Executive Board. All such instruments for expenditures or obligations of less than \$5,000.00, may be executed by any one officer of the Association or by such other person as may be designated by the Executive Board.

Section 11. Compensation of Officers.

No officer shall receive any compensation from the Condominium for acting as such. Officers shall be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with the performance of their duties and services as officers of the Executive Board on behalf of the Condominium.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Assessments Against Owners.

(a) Fiscal Year. The fiscal year of the Condominium shall consist of the twelve (12) month period commencing on January 1 of each year and terminating on December 31 of the same year.

(b) Preparation and Adoption of Annual Budget. Each year on or before November 1st, the Executive Board shall adopt a budget for the Condominium for the next ensuing fiscal year, containing (1) a line item for any required funding of a Repair and Replacement Reserve sufficient to achieve the level of funding noted in a Reserve Study, or maintain said reserve at such level not less than (i) ten percent (10%) of the regular assessments, or (ii) such lower amount that is deemed acceptable by the United States Department of Housing and Urban Development based on a Reserve Study not more than twenty-four (24) months old; and (2) an estimate of the total amount which it considers necessary to pay the normal and recurring costs and expenses of (i) maintaining, managing, operating, repairing and replacing the Common Elements and those parts of the Units the Executive Board is responsible for maintaining, repairing and replacing under the Act, these Bylaws or the Declaration, (ii) wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, these Bylaws, the Declaration or a resolution of the Association, (iii) the Working Capital Reserve (as defined in this Article V below), (iv) the Operating Reserve (as defined in this Article V below), (v) the Repair and Replacement Reserve (as defined in Section 10 of the Declaration), and (vi) such other reasonable amounts as the Executive Board considers necessary to provide working capital for the Property, a general operating reserve for the Property, reserves for contingencies and replacements related to the Property, and for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall constitute the basis for determining each Unit Owner's contribution for the Common Expenses of the Condominium. When the first Executive Board appointed by Declarant under these Bylaws takes office, it shall determine the budget, as defined in this Section, for the period commencing upon the sale of the first Unit by Declarant and ending on December 31st of the fiscal year in which such first sale occurs. Regular assessments shall be assessed and levied against the Unit Owners during said period as provided in this Section but in no event later than sixty (60) days after the first Unit is conveyed by Declarant.

(c) Adoption Prior To Expiration of Declarant Control Period. Until the expiration or earlier termination of the Declarant Control Period, within thirty (30) days after the adoption of any budget, the Executive Board shall send to each Unit Owner a copy of the budget, in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Unit Owner.

(d) Adoption After Expiration of Declarant Control Period. After the expiration or earlier termination of the Declarant Control Period, within thirty (30) days after the adoption of any budget, the Executive Board shall (1) provide to all Unit Owners a summary of the budget, including any reserves and a statement of the basis on which any reserves are calculated and funded and (2) simultaneously set a date for a meeting of the Unit Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after providing the summary. Unless at that meeting sixty-seven percent (67%) of the Percentage Interests entitled to vote reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. If a proposed periodic budget is

rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(e) Regular Assessments and Payment of Common Expenses. The total amount of the estimated funds required for the operation of the Property set forth in the budget for each fiscal year shall be assessed against each Unit Owner in proportion to such Owner's respective Percentage Interest. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months in such fiscal year, each Unit Owner shall be obligated to pay to the Executive Board or the Managing Agent (as determined by the Executive Board), one-twelfth (1/12) of the assessment for such fiscal year made pursuant to the foregoing provisions; provided, however, if the Executive Board so determines, assessments *may be* collected quarterly in which event each Unit Owner shall be obligated to pay to the Executive Board or the Managing Agent (as determined by the Executive Board) one-fourth (1/4) of the assessment for such fiscal year on the first day of each fiscal year, and one-fourth (1/4) on the first day of the fourth, seventh and tenth months of each fiscal year. Within sixty (60) days after the end of each fiscal year, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Executive Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be either credited according to the percentage of the total budget allocated to each Unit to the next monthly installments due from Unit Owners under the current fiscal year's budget until exhausted, refunded to each Unit Owner, or applied in any other manner as the Executive Board shall determine in its sole subjective and absolute discretion. Any net shortage shall, if the Executive Board deems it advisable, be added, in accordance with the above allocations, to the installments due in the succeeding six (6) months after the rendering of the accounting.

(f) Special Assessments. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged *first* against the Operating Reserve.

(1) Prior to Expiration of Declarant Control Period. Until the expiration or earlier termination of the Declarant Control Period, if the Operating Reserve is inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Executive Board may at any time levy a special assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interests, and which shall be payable in a lump sum or in installments as the Executive Board may determine, in its sole subjective and absolute discretion. The Executive Board shall notify all Unit Owners, in writing, of any such special assessment disclosing the amount and reasons therefore; and such special assessment, unless otherwise specified in such notice, shall become effective with the next monthly (or quarterly, if payments are required by the Executive Board to be made quarterly) payment of regular assessments due more than ten (10) days after the

delivery or mailing of such notice of such special assessment. All Unit Owners shall be obligated to pay the adjusted monthly (or quarterly) amount or, if the special assessment is not payable in installments, the amount of such special assessment.

(2) After Expiration of Declarant Control Period. After the expiration or earlier termination of the Declarant Control Period, the Executive Board may at any time propose a budget which would require a special assessment against all the Units. Except as provided in this Article V, Subsection 1(f)(2) below, the special assessment is effective only if the Executive Board follows the procedures for ratification of a budget described in Subsection 1(d) of this Article V above and the Unit Owners do not reject that proposed special assessment. Notwithstanding the foregoing provisions of this Article V, Subsection 1(f)(2), if the Executive Board determines by unanimous vote that a special assessment is necessary in order to respond to an emergency, then: (i) the special assessment shall become effective immediately in accordance with the terms of the vote; (ii) notice of the emergency assessment shall be promptly provided to all Unit Owners; and (iii) the Executive Board shall spend the funds paid on account of the emergency assessment solely for the purposes described in the vote.

(g) Executive Board Unit Assessments. if the Executive Board purchases a Unit for the use and occupancy of a resident manager for the Property, the cost of such Unit shall be treated as a Common Expense. That portion of the Common Expenses directly attributable to the purchase of the Unit to be used and occupied by the resident manager shall be allocated among the Unit Owners in an amount equal to the amount by which such Unit Owner's Percentage Interest bears to the aggregate Percentage Interest of all such Units Owner's and collected through a special assessment which shall be collectable in whatever manner the Executive Board, in its sole subjective and absolute discretion, decides.

(h) Reserves.

(1) Working Capital Reserve. In addition to all other assessments hereunder, Declarant shall build up and maintain a working capital reserve to meet unforeseen capital expenditures and to purchase any additional equipment or services (the "Working Capital Reserve"). Upon the initial sale of each Unit by Declarant or a Participating Builder, the Unit Owner purchasing such Unit except for a Participating Builder shall contribute to the Working Capital Reserve a sum equal to two (2) months of the then current Common Expenses assessments. The amounts paid into the Working Capital Reserve shall not be considered as advance payments of regular or special assessments. Any funds distributed from the Working Capital Reserve for permitted uses shall be added into the subsequent years' assessment so as to maintain a level deemed sufficient by the Executive Board and/or the Managing Agent. Within sixty (60) days of the expiration of the Declarant Control Period, the Working Capital Reserve shall be transferred to the Association for deposit into a segregated fund, Declarant shall not use any portion of the Working Capital Reserve to defray any of its or the Association's

expenses, reserve contributions, or construction costs or to make up any budget deficits while Declarant is in control of the Association.

(2) Repair and Replacement Reserve. The Association shall create and maintain, in addition to any reserve for contingencies, a fully funded repair and replacement reserve (as defined in §81-103(39) of the Act) (the "Repair and Replacement Reserve") based upon a current reserve study (as defined in §81-103(40) of the Act) (the "Reserve Study") in accordance with the Act. In addition to contributions to the Working Capital Reserve, upon the initial sale of each Unit by Declarant or a Participating Builder, the Unit Owner purchasing such Unit except for a Participating Builder shall pay an initial assessment of \$250.00 to the Association, which shall be deposited in the Repair and Replacement Reserve.

(3) Reserve Accounts. All funds accumulated for reserves shall be kept in a separate bank account, segregated from the general operating funds, and, if the Executive Board deems it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve except that any sums collected with respect to assessments for the Working Capital Reserve and the Operating Reserve shall at all times be kept in segregated funds.

(i) Delay or Failure to Prepare or Adopt Annual Budget. The failure or delay of the Executive Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay the Unit Owner's allocable share of the Common Expenses, whenever the same shall be determined; and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay the Common Expenses assessment rate established for the immediately preceding fiscal period until the adjusted budget shall have been mailed or delivered. With respect to any differential between the rate for such immediately preceding fiscal year and the rate calculable pursuant to the annual budget, once adopted, for the new fiscal year, the Executive Board shall be entitled to assess or credit such differential as the Executive Board determines.

(j) Accounts. Unless the Unit Owners otherwise direct by Majority Vote, the Executive Board shall be entitled to commingle into a single fund all sums collected by the Executive Board with respect to assessments against the Unit Owners except that any sums collected with respect to assessments for the Working Capital Reserve and Repair and Replacement Reserve shall at all times be kept in segregated funds.

(k) Increase of Assessments. Any increase in assessments that would increase the annual assessments more than twenty-five percent (25%) from the previous year shall require the affirmative approval of sixty-seven percent (67%) of the Percentage Interests entitled to vote and such other approvals as otherwise provided under Article XI of these Bylaws.

(l) Exceptions for Declarant's Units. Notwithstanding anything contained in the Condominium Documents to the contrary, no lawsuit, suspension of utilities or other action shall be taken by or on behalf of the Executive Board or any Unit Owner, Eligible Mortgage Holder, occupant, mortgagee or other lienor to collect any assessment made against any Unit owned by Declarant or the Executive Board, or their respective successors or assigns, which relates to any period of time or times during which the Unit was not actually being occupied as a residence (and the performance of work on any Units owned by Declarant to construct, complete, repair, rehabilitate, modify or improve same shall not constitute occupancy thereof), unless and except to the extent that such assessment is for actual cash expenditures made by the Executive Board for the cost of utilities, services, insurance premiums, or maintenance personnel directly consumed or utilized, in fact, by such Unit, independent of and apart from its interest in the Common Elements. To the extent that Declarant owes any assessment on a Unit (computed in accordance with the limitations regarding unoccupied Units owned by Declarant as set forth in the immediately preceding sentence) at the time when that Unit is being conveyed, the amount due shall be reimbursed to the Executive Board without interest, from the net proceeds of sale received by Declarant, but only insofar as such net proceeds are adequate. Any deficiency shall be allocated to Declarant's unsold Units in proportion to the Percentage Interest attributed to each such Unit.

(m) Assessments and Common Expenses During Declarant Control Period. Notwithstanding anything contained in the Condominium Documents to the contrary, during the Declarant Control Period, (i) assessments shall be assessed against each Unit Owner who owns a Unit in an amount equal to the Percentage Interest assigned to such Unit in Schedule "D" attached to the Declaration, as if the projected full expansion referenced in Schedule "D" had occurred at the commencement of and during the Declarant Control Period, and (ii) the remaining balance of the assessments shall be assessed against and paid by Declarant on a monthly or quarterly basis as determined by the Executive Board in accordance with the terms of Article V hereof. Upon the expiration of the Declarant Control Period, the assessments shall be assessed or reassessed, as applicable, in accordance with the provisions contained in Article V hereof, and Declarant's obligation to pay the above-referenced remaining balance of any assessments shall immediately cease, become void and of no further force or effect.

(n) Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves shall be applied to one or more of the Reserve Accounts unless the Executive Board determines after consultation with the Managing Agent and the Association's accountant that the funds contributed by the Unit Owners in the respective Reserve Accounts are adequately funded as required or contemplated by these Bylaws and some or all of the surplus can be credited to the Unit Owners in proportion to their respective Percentage Interests or some other fair and equitable method adopted by the Executive Board based on the factors resulting in the creation of any such surplus in order to reduce one or more future Assessments.

Section 2. Payment of Common Expenses.

(a) Prior to Establishment of Association and Initial Assessment. Pursuant to § 81-315(a)(11) of the Act, until the Association is validly established pursuant to the Act and makes a Common Expense assessment, Declarant shall pay all Common Expenses until the Association makes its first assessment.

(b) Subsequent to Establishment of Association and Initial Assessment. All Unit Owners shall be personally liable for and obligated to pay the Common Expenses assessed by the Executive Board pursuant to the provisions of the Condominium Documents, including, but not limited to, Section 1 of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his or her Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his Percentage Interest of the Common Expenses up to the time of the conveyance, without prejudice to the purchaser's right to recover from the selling Unit Owner the amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement from the Executive Board or Managing Agent setting forth the amount of the unpaid assessments against the selling Unit Owner and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that if a mortgagee of a mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of a mortgage, or through the other remedies provided for in the mortgage, such purchaser, its successors and assigns, shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to the foreclosure sale, or through the other remedies provided for in the mortgage; provided, however that the purchase of any such Unit as a result of any such foreclosure of a mortgage, or through the other remedies provided for in the mortgage, shall be without prejudice to the Association's right to recover from the selling or prior Unit Owner any past due or delinquent assessments. Any such unpaid share of the Common Expenses assessed prior to the acquisition of title to such Unit by such purchaser pursuant to a voluntary sale (but excluding an acquisition of title to a Unit pursuant to a foreclosure sale) for which a statement was provided to. such purchaser by the Executive Board, shall be collectible from all Unit Owners, including the purchaser of such Unit, in proportion to their respective Percentage Interests in the Common Elements, Each assessment against a Unit shall be the personal obligation of the person who owned the Unit at the time the assessment became due, and shall not pass to a successor in title unless such successor in title agrees to assume such obligation.

Section 3. Collection of Assessments.

The Executive Board shall take prompt action to collect any assessments due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for

payment thereof, together with interest thereon as imposed under Article IX, Section 1(e) below.

Section 4. Statement of Unpaid Assessments.

The Association upon written request shall furnish to a Unit Owner a statement setting forth the amount of unpaid assessments against the Unit. If the Unit Owner's interest is real estate, the statement must be in recordable form. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board, and every Unit Owner.

Section 5. Maintenance and Repair and Replacement.

(a) By the Executive Board. The Executive Board shall be responsible for the maintenance, repair and replacement (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner) of the following, the cost of which shall be charged to all Unit Owners as a Common Expense:

(1) All of the Common Elements outside of the Units, but expressly excepting any and all fences, decks, balconies, porches, walkways, driveways and other improvements constructed appurtenant to a Unit and located in a Limited Common Element area appurtenant to such Unit on the Declaration Plan.

(2) All water and plumbing facilities and systems that are declared Common Elements, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of such utility services into two or more Units; and including all catch basins and television master antenna systems, if any, located outside the specific boundaries of any Unit.

(3) All incidental damage caused to any Unit by such work as may be done or caused to be done by the Executive Board in accordance therewith.

(b) By the Unit Owner. Each Unit Owner shall be responsible for the maintenance, repair and replacement at his or her own expense, of the following: (1) the Unit Owner's Unit including without limitation: all exterior walls and exterior surfaces (including the painting of the exterior surfaces, which shall include, without limitation, the exterior portion of any garage door), the roof, party walls and all other portions of the Units which contribute to the support of any Unit, such as the outside walls of a Unit and all fixtures which are not Unit elements on the exterior thereof, the boundary walls of Units, floor joists and attached ceilings and walls, interior ceilings and interior floors of Units including, without limitation, all floors contained within any garage deemed part of a Unit in accordance with the Declaration, the nonstructural walls and framing constituting the entrance of such Unit; (2) the electric panel for such Unit; (3) the hot water heater of such Unit; (4) all windows and screens of such Unit; (5) interior non load-bearing walls or

partitions within such Unit; (6) all electrical outlets and lights serving such Unit (whether within or without such Unit); (7) all stoves, refrigerators, microwaves, garbage disposals, heat and air conditioning units, ceiling fans, washer-dryers, sinks, baths, or other plumbing or heating or cooling facilities, and all mechanical systems located within any garage deemed a part of such Unit, including, but not limited to, any garage door openers and mechanical apparatus associated with the door of such garage, located within or without the Unit but solely serving such Unit, including the air conditioner-heat pump; (8) the plumbing and water lines serving such Unit commencing at the collector from the main lines serving the Unit; (9) all interior stairs, stair wells, and stair carriages solely serving such Unit; (10) any storage areas solely serving such Unit; (11) all screens and storm window inserts pertinent to the windows and doors servicing such Unit Owner's Unit as well as awnings, shutters and other exterior window appurtenances pertinent to such windows and doors, as the case may be; and (12) any fences, decks, balconies, porches, walkways, driveways, lamp post, mail box and other improvements appurtenant to such Unit Owner's Unit, located within the yard immediately adjacent to such Unit or the Limited Common Element area appurtenant to such Unit.

Each Unit Owner shall keep the interior and exterior of the Unit Owner's Unit, including, but not limited to, any garage which is a part of such Unit in accordance with the Declaration, and its equipment and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of such Unit, inclusive (by way of example and not limitation) of installing and maintaining window treatment in all windows and assuring that the same, to the extent visible from the exterior of the Unit, is white or off-white in color. In addition, each Unit Owner shall be responsible for all damages to any and all other Units or to the Common Elements resulting from his failure to make any of the repairs required to be made by him by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the Managing Agent any defect or need for repairs for which the Executive Board is responsible.

(c) Manner of Maintenance, Repair and Replacement. All maintenance, repairs and replacements of the Common Elements, including any Limited Common Elements, whether the obligations of the Association or a Unit Owner hereunder, shall be in a manner to keep the foregoing in good order, condition and repair and in a clean and sanitary condition consistent with and substantially similar to the original construction and installation. The method of approving payment vouchers for all repairs and replacement shall be determined by the Executive Board.

(d) Executive Board's Right of Self-Help. In the event that any Unit Owner fails to maintain, repair or replace such Unit Owner's Unit or the fences, decks, balconies, porches, walkways, driveways, lamp post, mail box or other improvements within the Limited Common Elements appurtenant to such Unit for which such Unit Owner is

responsible for so maintaining, repairing or replacing in accordance with these Bylaws, the Executive Board shall have the right (but not the obligation) to maintain, repair and replace such Unit Owner's Unit and the fences, decks, balconies, porches, walkways, driveways, lamp post, mail box or other improvements within the Limited Common Elements appurtenant to such Unit, the cost of which shall be a lien against such Unit Owner's Unit and payable by such Unit Owner upon demand therefor by the Executive Board and otherwise as provided and permitted under §81-316 of the Act, captioned "Lien for Assessments."

Section 6. Additions, Alterations or Improvements by the Executive Board.

Whenever in the judgment of the Executive Board the Common Elements shall require additions, alterations, or improvements costing in excess of TEN THOUSAND DOLLARS (\$10,000.00) during any twelve (12) consecutive months, and the making of such additions, alterations or improvement shall have been approved by a vote of a majority of the Unit Owners, the Executive Board shall proceed with such 'additions, cost thereof as a Common Expense. Any additions, alterations or improvements costing TEN THOUSAND DOLLARS (\$10,000.00) or less during any period of twelve (12) consecutive months may be made by the Executive Board without the approval of the Unit Owners and the cost thereof shall constitute part of the Common Expenses.

Section 7. Additions, Alterations or Improvements By Unit Owners.

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, including the Limited Common Elements that comprise the exterior of such Unit Owner's Unit, without the prior written consent thereto of the Executive Board. The Executive Board shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within sixty (60) days after such request, and its failure to do so within the stipulated time shall constitute a consent by the Executive Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit or its appurtenant Limited Common Elements may be executed by the Executive Board without however, incurring any liability on the part of the Executive Board or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 8. Restrictions on Use of Units and Common Elements.

Each Unit and the Common Elements shall be occupied and used in accordance with the provisions of the Declaration and the Condominium Documents.

Section 9. Right to Access.

A Unit Owner shall grant a right of access to such Unit Owner's Unit and the Limited Common Elements appurtenant to her or his Unit to the Executive Board or the Managing Agent, or any other person authorized by the Executive Board or the Managing Agent, or any group of the foregoing, for the purpose of making inspections or for the purpose of correcting any condition originating in such Unit or the appurtenant Limited Common Elements, for Maintaining the Limited Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services of the Common Elements or Limited Common Elements applicable to such Unit or elsewhere in the Property, or to correct any condition which violates the provisions of any mortgage covering another Unit and its appurtenant Limited Common Elements, provided that requests for entry to such Unit Owner's Unit are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, not require notice, and whether the Unit Owner is present at the time or not. Each Unit Owner shall provide, upon the request of the Executive Board or the Managing Agent with emergency contact information from time to time to enable the Executive Board or the Managing Agent to respond in a timely manner to any situation that may necessitate the need to exercise the foregoing right of access. The Unit Owner shall, at all times, cause a key to its Unit to be in the possession of the Executive Board or the Managing Agent.

Section 10. Electricity.

Electricity shall be supplied by the public utility company serving the Units directly to each Unit through separate meters and each Unit Owner shall be required to pay the bills for electricity consumed or used in his or her Unit. The electricity serving the Common Elements shall be separately metered, and the Executive Board shall pay all bills for electricity consumed in such portions of the General Common Elements as a Common Expense.

Section 11. Sewer Service.

Sewer service shall be supplied to each Unit and the Common Elements by the Town of Millsboro, its successor in interest, or such other entity that is or may become responsible for the collection, treatment and disposal of sanitary sewer wastewater from improved Units and improved Common Elements within the Property (the "**Wastewater Utility**"). The cost for all maintenance, repair and replacement of the sewer lines to each Unit (but not within the Unit) shall be a Common Expense. Each Unit Owner shall be responsible for the sewer fees for his or her Unit. Any sewer service to the Common Elements shall be separately metered, and the Executive Board shall pay all bills for such sewer service provided to the Common Elements as a Common Expense.

(a) Wastewater Utility Lien. Declarant, for itself, its successors and assigns, with regard to each Unit within the Property, hereby covenants, and each Unit Owner of any Unit, by acceptance of a deed or other property transfer document therefor, in fee

simple, hereby covenants and agrees to pay the Wastewater Utility user fees periodically applied to such Unit by the Wastewater Utility in accordance with the Town Code and/or other applicable rules, regulations and ordinances of the Town of Millsboro. Each applied user fee shall be a continuing lien upon the Unit of the Unit Owner to whom the assessment is directed in accordance with and as permitted by State law. If any applied user fee is not paid on the date when stated to be due, then the applied user fee shall be deemed delinquent, and shall thereafter be collected in accordance with the Town Code, and other applicable rules, regulations and ordinances of the Town of Millsboro, and State law. The Unit Owner of each Unit hereby covenants and agrees that, in the event a wastewater user fee is not paid as required by the Wastewater Utility, the Wastewater Utility is authorized and entitled to arrange for termination of potable water service to such Unit by the Town of Millsboro as permitted by the Town Code and/or other applicable rules, regulations and ordinances of the Town of Millsboro.

(b) Wastewater Service Line. Declarant, for itself, its successors and assigns, as to each Unit owned by Declarant within the Property, hereby covenants, and each Unit Owner of a Unit, by acceptance of a deed or other document transferring such Unit and/or any improvements thereon, hereby covenants and agrees to maintain and repair, or cause to be maintained and repaired, the pipes, clean-outs and fittings that lie between the structural foundation (or exterior wall) of such Unit Owner's Unit and the back of the curb fronting such Unit Owner's Unit, to remove any blockage in such pipes, clean-outs and fittings, and to remedy any, environmental damage caused by breakage, blockage or leakage from such pipes, clean-outs and fittings. No downspout, sump pump or other device used for the collection of rainwater or groundwater shall be connected to the wastewater system. Any violation of this prohibition shall immediately authorize and entitle the Wastewater Utility to terminate the service of potable water to such Unit. The Wastewater Utility is authorized to inspect each Unit and any and all improvements erected thereon, to ensure compliance with these covenants.

(c) The Wastewater Utility shall not be liable for dues or assessments to any homeowners' association, condominium association or maintenance association, or any similar entity.

(d) The Wastewater Utility shall be exempt from architectural review and control by any homeowners' association, condominium association or maintenance association, or any similar entity.

(e) Notwithstanding any other provision in these Bylaws to the contrary, no portion of this Section 11 may be amended without the written consent of the Wastewater Utility.

Section 12. Water Service.

Water service shall be supplied by the Town of Millsboro directly to each Unit and the user fees for which shall be billed directly to the individual Unit Owners. Any water

service to the Common Elements shall be separately metered, and the Executive Board shall pay all bills for such water service provided to the Common Elements as a Common Expense.

Section 13. Parking Areas, Driveways, and Walkways.

Those parking areas, driveways, and walkways designated and identified on the Declaration Plan recorded simultaneously with the Declaration and these Bylaws (expressly excluding those parking areas within the individual Units designated as a garage, if any, and those parking areas, driveways, yard areas and walkways which are appurtenant to each Unit and designated as a Limited Common Element) shall be General Common Elements and shall be available for use on a non-exclusive basis by the Unit Owners and their respective guests and invitees on a "first-come, first-serve" basis and shall be subject to such reasonable rules and regulations that may be promulgated from time to time by the Executive Board. Those parking areas within the individual Units designated as a garage, if any, and those parking areas, driveways, yard areas and walkways which are appurtenant to each Unit and designated as a Limited Common Element shall be reserved for the exclusive use of the Owner of the Unit to which the same is appurtenant, as shown on the Declaration Plan and as provided in the Declaration and as otherwise set forth herein and their respective guests and invitees and shall be subject to such reasonable rules and regulations that may be promulgated from time to time by the Executive Board. The cost of any maintenance, repairs and replacement of all such parking areas, driveways and walkways (except those within areas designated as Limited Common Elements and except for the removal of ice and snow from Limited Common Elements, which shall be the sole responsibility, cost and expense of the Owner of the Unit to which the same is appurtenant) shall be a Common Expense.

Section 14. Roads.

The roads on the Property shall be General Common Elements and shall be available for use on a non-exclusive basis by the Unit Owners and their respective guests and invitees on a "first-come, first-serve" basis and shall be subject to such reasonable rules and regulations that may be promulgated from time to time by the Executive Board. Notwithstanding anything contained herein to the contrary, a non-exclusive easement over and across said roads for ingress, egress, and regress is retained by Declarant, its successors and assigns, for its use in the development of the Condominium and in the event that it annexes and develops additional Units and additional improvements into the Condominium. The cost of any maintenance, repairs and replacement of all such roads shall be a Common Expense.

Section 15. Unit Decks and Balconies.

Each Unit Owner shall be responsible for the general maintenance at his or her own expense of all decks, patios and balconies appurtenant to each Unit Owner's Unit and

designated as a Limited Common Element appurtenant to such Unit Owner's Unit in the Declaration Plan.

Section 16. Legal Proceedings.

Due to the potential adverse financial impact to the Association and the Unit Owners of defending or pursuing any administrative, legal or equitable proceeding or action in connection with any dispute, claim, cause of action or proceeding arising out of or under or in connection with any one or more of the Condominium Documents (collectively, the "**Legal Proceedings**"), the decision to initiate any Legal Proceedings (except for the recovery of dues and assessments from Unit Owners and for those matters or causes of actions that would arise under Article IX hereof) must be made by a resolution duly adopted at a properly noticed regular or special meeting of the Association held for such purpose. Such resolution shall require the affirmative vote of the Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners and at least fifty-one percent (51%) of the Eligible Mortgage Holders. If the Association shall incur or potentially be obligated as a result of such resolution to incur attorney's fees, expert fees or other costs or expenses associated with such Legal Proceedings, totaling in excess of \$25,000.00 or if the amount recoverable by an attorney for the Association pursuant to a contingency fee agreement shall exceed \$50,000.00, then such resolution shall require the affirmative vote of the Unit Owners representing not less than seventy-five percent (75%) percent of the Unit Owners and their Eligible Mortgage Holders. Neither the Executive Board, the Association nor the Unit Owners shall borrow on behalf of the Association nor use any funds from reserves of the Association to pay such legal costs, but the same shall be paid from and limited to the amounts provided in the annual budget for such expenditures for the fiscal year and shall be raised by special assessment levied against the Unit Owners for such purpose. If such Legal Proceedings are not concluded within one (1) year of the date of such resolution, the continued prosecution of such Legal Proceedings beyond such period must be reaffirmed annually at a special meeting held for such purpose by the percentage vote of the Association as was required to adopt the original resolution. If the continued prosecution of such Legal Proceedings is not reaffirmed, the action shall be discontinued and the Executive Board shall have no further authority to act as the attorney-in-fact for the Association in the further prosecution or defense of such Legal Proceedings but may, with the affirmative vote of a majority of the vote in the Association, act as its attorney-in-fact with respect to any settlement or compromise of such Legal Proceedings; provided the same is completed within six (6) months thereafter. If the Association, by resolution approved in accordance with this section, authorizes the Executive Board to initiate Legal Proceedings, then the decisions relating to the conduct of the Legal Proceedings shall be made by the Executive Board for such purposes. Decisions regarding the conduct of any Legal Proceedings are nondelegable. Notwithstanding anything contained herein or in the Declaration to the contrary, the provisions of this Section shall not be modified or amended without Declarant's written consent so long as Declarant owns any property within the Condominium or the Expansion Area; thereafter this Section shall not be modified or amended except by a written instrument, executed by

the Unit Owners representing not less than sixty-seven percent (67%) of the Unit Owners and at least fifty-one percent (51%) of the Eligible Mortgage Holders, and be recorded with the Recorder's Office. The failure of an Eligible Mortgage Holders to respond to a notice of any such Legal Proceedings sent certified mail, return receipt requested within forty-five (45) days after notice of any such Legal Proceedings issues to such Eligible Mortgage Holders shall be deemed to be a consent by such Eligible Mortgage Holder to such Legal Proceedings.

Section 17. Trash Removal.

The company providing trash removal services for the Condominium, including, but not limited to, each of the Units and the Common Elements, shall be selected by the Executive Board and shall be paid by the Executive Board as a Common Expense.

Section 18. Snow Removal, Mowing and Landscaping.

All snow and sanding/salting with respect to and related to any Common Elements (expressly excepting any and all driveways, walkways, porches, decks, balconies and patios appurtenant to a Unit and denoted as a Limited Common Element appurtenant to such Unit on the Declaration Plan), shall be arranged for and paid by the Executive Board as a Common Expense, Each Unit Owner shall be responsible for, at his own expense, all snow and sanding/salting with respect to and related to any and all driveways, walkways, porches, decks, balconies, and patios appurtenant to such Unit Owner's Unit and denoted as a Limited Common Element appurtenant to such Unit Owner's Unit on the Declaration Plan.

All mowing and landscaping with respect to and related to any Common Elements and any Limited Common Elements, shall be arranged for and paid by the Executive Board as a Common Expense.

Article VI

INSURANCE

Section 1. Authority to Purchase.

Except as otherwise provided in Section 3 of this Article VI, all insurance policies relating to the Property shall be purchased by the Executive Board as trustee for the Unit Owners and their respective mortgagees, as their interests may appear, which insurance shall name the Association as a named insured, and, to the extent available, provide coverage for at least the following:

(a) Casualty or physical damage insurance in an amount equal to the full replacement value (with a maximum deductible amount which shall be the lesser of

\$10,000.00 or 1% of the policy face amount) of the Common Elements, and in any event excluding the Units, with an "agreed amount" endorsement, "Condominium replacement cost" endorsement, an "Inflation Guard" endorsement if available, "Building Ordinance" or "Law Endorsement" endorsement, if applicable, "Steam Boiler and Maximum Coverage" endorsement and a "Special Condominium" endorsement and such other endorsements that may be required from time to time under Part II, Subject Standards, Chapter 7: Insurance Requirements of the Federal National Mortgage Association Selling Guide (the "**FNMA Guidelines**"), without deduction or allowance for depreciation (said amount to be redetermined annually by the Executive Board with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

(1) All risks of direct physical loss commonly insured against by projects similar in construction, location and use;

(2) Loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and

(3) Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Executive Board may from time to time determine;

(b) Public Liability Insurance in such amounts (but not less than One Million (\$1,000,000.00) Dollars) and in such form as may be considered appropriate by the Executive Board covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Elements including, but not limited to, medical payments insurance, water damage, legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium project or any portion thereof, said Public Liability Insurance to name Declarant and the Association as Insured as their interests may appear;

(c) The Executive Board shall require adequate fidelity insurance for all officers and employees of the Association and from any Managing Agent handling or responsible for Association funds in such amounts and coverage as may reasonably be determined by the Executive Board or as may be required under the FNMA Guidelines. The premium for any such insurance obtained by the Executive Board shall constitute a Common Expense.

(d) Insurance policies carried pursuant to Subsections (a) through (c) of this Section must provide that:

(1) Each Unit Owner is an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association;

(2) The insurer waives its right to subrogation under the policy against any Unit Owner or member of the Unit Owner's household;

(3) No act or omission by any Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(e) Insurance policies carried pursuant to Subsection (a) of this Section, to the extent reasonably available, must exclude the Units but include improvements and betterments installed in Limited Common Elements by Unit Owners.

(f) Workmen's compensation insurance to the extent necessary to comply with any applicable law;

(g) Flood insurance, if required, in the maximum amount available under the Federal Flood Insurance Program up to the lesser of (i) 100% of the replacement cost of the insurable value of the Common Elements appurtenant to any Unit and, if applicable, a "Residential Condominium Building Association" policy or (ii) the maximum coverage available under the appropriate National Flood Insurance Program to the extent the Property is within the Flood plain and deemed necessary by the Executive Board or as may be required under the FMNA Guidelines. The maximum deductible amounts for flood insurance coverage required above shall be the lesser of \$5,000.00 or 1% of the policy's face amount; and

(h) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Executive Board; and

(i) The Executive Board shall be required to make every effort to obtain a single master policy covering physical damage for all Common Elements under which the insurance company will issue to each Owner and mortgagee of a Unit, upon written request, a certificate or sub-policy specifying the portion of the master policy allocated to each Owner's Percentage Interest in the Common Elements.

Section 2. Limitations.

Any insurance obtained pursuant to the requirements of this Article, shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Delaware and holding a rating of "A+" or better general policyholder's rating in "Best's Insurance Report".

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Executive Board or its authorized representative, including any trustee with which the Executive Board or Association may enter into any insurance trust agreement, or any successor trustee, each of which shall be herein referred to as the "Insurance Trustee."

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Unit Owners or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Executive Board pursuant to the requirements of this Article shall exclude such policies from consideration. An insurance policy issued to the Association shall not prevent a Unit Owner from obtaining insurance for the Unit Owner's own benefit.

(d) An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a security interest. The insurer issuing the policy may not cancel, refuse to renew or substantially change it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association, each Unit Owner and each holder of a security interest to whom a certificate or memorandum of insurance has been issued at their respective last known addresses. If requested, the insurer shall also deliver duplicate originals of the insurance policies and all endorsements thereto, together with proof of payment or premiums, to all Unit Owners and all mortgagees of Units at the times such policies are issued and at least thirty (30) days prior to the expiration of the then current policies.

(e) That the net proceeds of such policies, if less than FIVE THOUSAND DOLLARS (\$5,000.00), shall be payable to the Executive Board, and if more than FIVE THOUSAND DOLLARS (\$5,000.00), shall be payable to the Insurance Trustee designated in Section 4 of this Article. The Insurance Trustee or the Association shall hold any insurance proceeds in trust for the Association, Unit Owners, and lien holders as their interests may appear. Subject to the provisions of this Subsection 2(e) below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated. Any portion of the Condominium for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced as soon as practicable by the Association unless: (i) the Condominium is terminated, in which case §81-218 of the Act applies, (ii) repair or

replacement would be illegal under any state or local statute or ordinance governing health or safety, or (iii) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Condominium is not repaired or replaced: (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium, and (ii) except to the extent that other persons will be distributees, (A) the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and (B) the remainder of the proceeds must be distributed to all the Unit Owners or lien holders, as their interests may appear in proportion to the Percentage Interests of all Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated Percentage Interests are automatically reallocated upon the vote as if the Unit had been condemned under §81-107(a) of the Act and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

(f) To the extent available and economically reasonable (in the reasonable judgment of the Executive Board), all policies shall contain a waiver of subrogation by the insurer as to any claims against the Executive Board, the Unit Owner and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured. To the extent available and economically reasonable (in the reasonable judgment of the Executive Board), said policies cannot be canceled, invalidated or suspended on account of any conduct of the Executive Board, the Unit Owner and/or their respective agents, employees or invitees, and of any defenses based upon co-insurance or invalidity arising from the acts of the insured. If any policy does not include "severability of interest" in its terms, such policy shall contain a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners.

(g) All policies shall contain the standard mortgagee clause in favor of each mortgagee (together with its successors and assigns) of a Unit to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such mortgagee and the Owner as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Executive Board and the Insurance Trustee contained in this Article. In the event a mortgagee endorsement has been issued as to a Unit, the proceeds payable shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

Section 3. Separate Insurance For Unit Owners Required.

Each Unit Owner shall be required at his or her sole cost and expense to obtain and maintain insurance coverage for his or her own Unit, personal property and improvements not otherwise covered by the Executive Board's policy on the Property and for his personal

liability in such types and coverage amounts as reasonably determined by the Executive Board based on generally acceptable industry standards or practices in the county in which the Property is located, as applicable from time to time; provided that no Unit Owner shall be entitled to exercise Unit Owner's right to acquire or maintain such additional insurance coverage so as to *decrease* the amount which the Executive Board, on behalf of all Unit Owners, may realize under any insurance policy which it may have in force on the Property at any particular time or to cause any insurance coverage maintained by the Executive Board to be brought into contribution with such additional insurance coverage obtained by the Unit Owner, and provided further that all such additional policies shall contain waiver of subrogation.

(a) Each Unit Owner shall be required to notify the Executive Board of all improvements made by the Unit Owner to his Unit, the value of which is in excess of TWO THOUSAND DOLLARS (\$2,000,00).

(b) Each Unit shall be required to file a copy of such individual policy or policies with the Executive Board at the time of the Unit Owner's purchase of his Unit.

Section 4. Insurance Trustee.

(a) The Executive Board shall have the right to designate any bank, trust company, savings and loan association, insurance company, or any institutional lender as the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound thereby. The Insurance Trustee at the time of the deposit of such policies and endorsements shall acknowledge that the policies and any proceeds thereof will be held in accordance with the terms of these Bylaws. Any and all *fees* and costs incurred by the Association with respect to any such Insurance Trustee shall be deemed to be a Common Expense and shall not be deducted from any insurance proceeds received but shall be paid as a Common Expense.

(b) The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received by it on account of the proceeds of any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws for the benefit of the Unit Owners and their respective mortgagees.

(c) Executive Board as Agent. The Executive Board is hereby irrevocably appointed the agent for each Unit Owner and for each mortgagee of a Unit and for each Unit Owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Executive Board and to execute and deliver releases upon the payment of claims.

(d) Premiums. Premiums for all insurance policies purchased by the Executive Board shall be deemed to be a Common Expense.

Section 5. Additional FNMA Project Requirements.

(a) With respect to the insurance carrier providing the above-referenced insurance policies, (1) under the terms of such insurance carrier's charter, bylaws, or policy, contributions or assessments may not be made against borrowers, the Federal National Mortgage Association ("FNMA"), or Federal Home Loan Mortgage Corporation ("FHLMC"), or the designee of FNMA or FHLMC, (2) under the terms of such insurance carrier's charter, by-laws, or policy, loss payments shall not be contingent upon action by such insurance carrier's board of directors, policyholders, or members, and (3) the policies shall not include any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

(b) With respect to the above-referenced insurance policies, such insurance policies must provide for the following: (1) recognition of any insurance trust agreement, (2) a waiver of the right of subrogation against Unit Owners individually, (3) that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively, and (4) that the policies are primary in the event the Unit Owner has other insurance covering the same loss.

(c) In the event that the Condominium contains a steam boiler, the Executive Board shall obtain a policy that covers loss or damage resulting from steam boiler equipment accidents in an amount of not less than \$50,000 per accident per location (or such greater amount as *deemed* prudent based on the nature of the property).

Article VII

REPAIR AND RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. When Repair and Reconstruction are Required.

In the event of damage to or destruction of all or any of the Common Elements, as applicable, as a result of fire or other casualty (unless seventy-five percent (75%) of the Unit Owners and seventy-five (75%) of the holders of first mortgages on the Units, with each first mortgage holder to be entitled to one vote, affected by such destruction or damage duly resolve in writing, at a meeting called within ninety (90) days after the occurrence of the casualty, not to proceed with repair or restoration), the Executive Board shall arrange for and supervise the prompt repair and restoration of the Common Elements, as applicable, but expressly excluding and not including any damage or destruction of all or any of the furniture, furnishings, fixtures, or equipment installed or placed by Unit Owners in the Units.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any Common Elements, the Executive Board shall obtain reliable and detailed estimates of the cost of repairing and restoring the Common Elements to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Executive Board determines to be necessary.

(b) Assessments. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair as determined by the Executive Board, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners directly affected by the damage or destruction, in proportion to their respective Percentage Interests, in sufficient amounts to provide payment of such costs.

(c) Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Property was originally constructed.

(d) Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction is substantially in accordance with the Declaration Plan under which the Property was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed Unit or Common Element shall stand.

Section 3. Disbursements of Construction Funds.

(a) Construction Fund. The net proceeds of insurance collected on account of a casualty and the funds collected by the Executive Board from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section. If the net proceeds of insurance collected on account of a casualty exceed FIVE THOUSAND DOLLARS (\$5,000.00), then the funds collected by the Executive Board from assessments against the Unit Owner shall be deposited by the Executive Board with the Insurance Trustee, and the entire construction fund shall be disbursed by the Insurance Trustee; otherwise the construction fund shall be held and disbursed by the Executive Board.

(b) Method of Disbursement. The construction fund shall be paid by the Executive Board or the Insurance Trustee, as the case may be, in appropriate progress payments, to such contractors, suppliers and personnel engaged in performing the work or supplying materials or services for the repair and reconstruction of the Common Elements as are designated by the Executive Board.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds; and if there is a balance in the construction fund after the payment of all the costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the fund; provided, however, that the part of the distribution to a beneficial Unit Owner which is not in excess of assessments paid by the Unit Owner into the construction fund shall not be made payable to any mortgagee.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President or Vice-President, and the Secretary or Treasurer of the Condominium certifying (1) whether the damaged property is required to be reconstructed and repaired; (2) the name of the payee and the amount to be paid with respect to disbursements from any construction fund held by it or whether surplus funds to be distributed are less than the assessments paid by the Unit Owners; and (3) all other matters concerning the holding and disbursing of any construction fund held by it. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

(e) When Reconstruction Is Not Required. If there is substantially total destruction of one or more of the Common Elements, or if seventy-five percent (75%) of the Unit Owners and seventy-five (75%) of the holders of first mortgages on the Units, with each first mortgage holder to be entitled to one vote, directly affected by such destruction or damage duly resolved in writing, at a meeting called within ninety (90) days after the occurrence of the casualty, not to proceed with repair or restoration, then, and in that event, the salvage value of the Property shall be subject to a suit for partition at the suit of any Unit Owner directly affected by such destruction or damage, in which event the net proceeds of the sale, together with the proceeds of insurance policies held by the Executive Board, shall be considered as one fund and shall be divided among the Unit Owners directly affected by such destruction or damage in proportion with their Percentage Interests after discharging, out of the respective shares of such Unit Owners to the extent sufficient for the purpose, all liens against the Units of such Unit Owners.

Article VIII

MORTGAGES

Section 1. Notice to the Executive Board. A Unit Owner who mortgages its Unit shall notify the Executive Board of the name and address of its mortgagee and shall file a conformed copy of the note and mortgage and any amendments and/or assignments thereof with the Executive Board.

Section 2. Notice of Unpaid Assessments for Common Expenses. The Executive Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid assessments for Common Expenses due for more than 60 days from, or any other default not cured within 60 days by, the Unit Owner of the mortgaged Unit; provided,

however, the neglect or failure of the Executive Board to send any notice of any such unpaid assessments or uncured default to any such mortgage holder shall not affect the validity or enforceability of any such assessment or default upon the Unit Owner.

Section 3. Notice of Default. The Executive Board, when giving notice to a Unit Owner of a default in paying the assessment for Common Expenses or any other default, shall send a copy of such notice to each Eligible Mortgage Holder holding a mortgage on such Unit Owner's Unit of such Unit Owner's Unit whose name and address have theretofore been furnished to the Executive Board by the Unit Owner; provided, however, the neglect or failure of the Executive Board to send any notice of default to any such Eligible Mortgage Holder shall not effect the validity or enforceability of any such notice of default upon the Unit Owner.

Section 4. Notice of Condemnation or Casualty Loss. Upon written request, Executive Board shall provide each Eligible Mortgage Holder with notice of condemnation or casualty loss affecting a material portion of the Property or the Unit securing the mortgage.

Article IX

COMPLIANCE AND DEFAULT

Section 1. Relief. Each Unit Owner shall be governed by and shall comply with all of the terms of the Condominium Documents. A default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Condominium Documents shall be grounds for relief which may include, without limiting the same, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in the Condominium Documents, or any combination thereof; and all of which relief may be sought by the Association, the Executive Board, the Managing Agent, or, if appropriate, by any aggrieved Unit Owners.

(b) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his or his family members, employees, agents or licensees act, neglect or carelessness, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver of any insurance company of its rights of subrogation.

(c) Costs and Attorney's Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings, and such reasonable attorneys' fees as may be determined by the court.

(d) No Waiver of Rights. The failure of the Association, the Executive Board, or of a Unit Owner to enforce any right, provision, covenant, or condition which may be granted by any one or more of the Condominium Documents shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such rights, provisions, covenant, or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board, or any Unit Owner pursuant to any terms, provision, covenant or condition of any one or more of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by any one or more of the Condominium Documents, or at law or in equity.

(e) Interest. In the event of a default by any Unit Owner in paying any Common Expenses or other sum assessed against him which continues for a period in excess of thirty (30) days from the due date, then such Unit Owner shall be obligated to pay interest on the amounts due at the rate of the lesser of eighteen percent (18%) per annum or the highest rate permitted by law.

(f) Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Executive Board, or the breach of any provision of any one or more of the Condominium Documents, shall give the Executive Board the right, in addition to any other rights pursuant to law or set forth in any such Condominium Documents: (a) to enter the Unit, by appropriate legal proceedings, either at law or in equity, in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 2. Lien for Assessments.

(a) The Association has a statutory lien on each Unit for any assessment levied against that Unit or fees, charges, late charges, fines, and interest charged pursuant to the Act, and any other sums due the Association under the Condominium Documents, the Act or as a result of an administrative or judicial decision, together with court costs and reasonable attorneys' fees incurred in attempting collection of the same. Fees, charges, late charges, fines, and interest charged pursuant to the Act, and any other sums due the Association under the Condominium Documents, the Act or as a result of an administrative or judicial decision, together with court costs and reasonable attorneys' fees incurred in attempting collection of the same, are enforceable in the same manner as unpaid

assessments under the Condominium Documents. If an assessment is payable in installments, the lien is for the full amount of the assessment from the time the first installment thereof becomes due. The following restrictions apply to any action by the Association to foreclose its lien under this Section:

(1) No foreclosure action may be commenced unless: (a) the Unit owner, at the time the action is commenced, owes a sum equal to at least three (3) months of Common Expense assessments based on the periodic budget last adopted by the Association; and (a) the Executive Board expressly votes to commence a foreclosure action against that specific Unit.

(2) The Association shall apply any sums paid by Unit Owners who are delinquent in paying assessments as follows: (a) first, to unpaid assessments; (b) then to late charges; (c) then to attorneys' fees and other reasonable collection charges and costs; and (d) finally, to all other unpaid fees, charges, penalties, interest and late charges.

(3) If the only sums due with respect to a Unit consist of fines and related sums levied against that Unit, a foreclosure action may not be commenced against that Unit unless the Association has first secured a judgment against the Unit Owner with respect to those fines and has perfected a judgment lien against the Unit under state law.

(b) In any case where an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the payment of any single installment, which continues for thirty (30) days after written notice of such default has been sent to the Unit Owner, the maturity of the remaining total of the unpaid installment of such assessments may be accelerated, at the option of the Executive Board and the then balance owing may be declared due and payable in full by the service of notice to such effect upon the defaulting Unit Owner by the Executive Board or the Managing Agent.

(c) The lien for contribution may be foreclosed in the manner provided by the laws of the State of Delaware by suit brought in the name of the Executive Board or the Managing Agent, acting on behalf of the Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental of the Unit for any period prior to sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the then laws of the State of Delaware.

(d) Suit to recover a money judgment for unpaid contributions shall be maintainable without foreclosing or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

(e) Any lien for Common Expense assessments or other charges that the Association has on any Unit shall be subordinate to the lien of the first mortgage on the Unit, if the mortgage was recorded before the delinquent assessment was due. Any lien for

Common Expense assessments shall not be affected by the sale or transfer of a Unit, unless a foreclosure of a first mortgage is involved, in which case the foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit. Owner from paying further assessments.

Article X

MISCELLANEOUS

Section 1. Notices.

All notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid; (1) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner, or (2) if to the Association, the Executive Board or the Managing Agent, at the principal office of the Executive Board or Managing Agent, as applicable, or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section.

Section 2. Invalidity.

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provisions thereof.

Section 4. Gender.

The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 5. Assignment; Successors and Assigns.

Declarant and Declarant's successors or assigns, shall have the right, from time to time and at any time, to assign or delegate any one or more of the rights, posers, privileges, duties or obligations granted, reserved, or imposed on or by Declarant under any one or more of the Condominium Documents or the Act by written document duly executed by such assignor/delegator and assignee/ delegate, which assignment shall become effective

upon the recordation of such written document in the Recorder's Office. Whenever "Millsboro Acquisition, LLC" or "Declarant" is used in any one or more of the Condominium Documents, such reference shall also refer to Declarant's successors or assigns.

Section 6. Conflicts.

Notwithstanding anything contained in these Bylaws or in the Declaration to the contrary, (a) to the extent that the provisions of these Bylaws or the Declaration might conflict with or be inconsistent with the Act, the Act shall govern and control, except as otherwise provided under the Act, and (b) to the extent that the provisions of these Bylaws might conflict with or be inconsistent with the Declaration, the Declaration shall govern and control.

Article XI

AMENDMENTS TO BYLAWS

Section 1. Declarant Consent. During the Declarant Control Period, no amendment may be made to these Bylaws without the written consent of Declarant, which consent may be granted or withheld for any reason or no reason whatsoever in Declarant's sole subjective and absolute discretion. Thereafter and subject to Article XIV hereof, these Bylaws shall be amended in accordance with the terms of these Bylaws.

Section 2. Limitation on Adverse Amendments. Notwithstanding the provisions of Section 1 of this Article, or any law, custom or usage to the contrary, so long as Declarant owns one or more Units subject to these Bylaws or has the right to expand the Condominium Regime in accordance with the Condominium Documents, including, but not limited to, Sections 5 and 6 of the Declaration, no amendment to these Bylaws shall be adopted which, in Declarant's sole subjective and absolute opinion, may materially or adversely interfere with or affect (a) the lease, sale, other disposition or use of any one or more of the Units owned by Declarant or proposed Units, including, but not limited to, any Expansion Unit(s), (b) the value, use, or marketability of any one or more of the Units owned by Declarant or proposed Units, including, but not limited to, any Expansion Unit(s), (c) any expansion rights granted to Declarant under any one or more of the Condominium Documents, or (d) the financing available to Declarant with respect to any of the foregoing.

Section 3. Compliance. Notwithstanding the provisions of Section 1 of this Article, or any law, custom or usage to the contrary, Declarant also shall have the absolute right, power and authority and shall have an irrevocable power of attorney, coupled with an interest, at any time and from time to time, in its sole subjective and absolute discretion, to amend any one or more of the Condominium Documents to cause each or all of them to be amended by filing with the Recorder's Office instruments and plans as permitted hereunder or as

necessary to (a) correct any clerical or typographical errors, ambiguities, title questions or defects, or conflicts with or to comply with any and all applicable laws and legal requirements, (b) achieve compliance with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority, Veterans Administration or other governmental agency or their successors, or (c) conform the Condominium Documents to be consistent with the provisions required or allowed by the Act.

Section 4. Amendments Generally. Subject to Sections 1, 2, and 3 of this Article and Declarant's right to expand the Condominium Regime in accordance with the Condominium Documents, including, by way of example and not of limitation, Sections 5 and 6 of the Declaration, captioned "Expansion" and "Adjustments to Percentage Interests", respectively and any and all rights granted to or reserved by Declarant in the aforesaid Sections 5 and 6 of the Declaration, these Bylaws may be amended by the vote of a Majority of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided, however, that any action to terminate the legal status of the Condominium must be approved by Unit Owners holding no less than eighty percent (80%) of the Percentage Interests and no less than sixty-seven percent (67%) of the Eligible Mortgage Holders, and, provided, further, that any such amendments of a material nature ("**Material Amendments**") must be approved by Unit Owners holding no less than sixty-seven percent (67%) of the Percentage Interests and no less than fifty-one percent (51%) of the Eligible Mortgage Holders. For purposes of this Section 4, the term "Material Amendments" shall be defined to mean a change or amendment to this Declaration pertaining to any one or more of the following;

- (a) Voting rights;
- (b) Any assessment increase which is more than 30% of the previously applicable assessment, or the priority of assessment liens;
- (c) Reductions in reserves for maintenance, repair, and replacement of Common Elements;
- (d) Responsibility for maintenance and repairs;
- (e) Reallocation of interests in the General Common Elements or Limited Common Elements, or the rights to their use;
- (f) Redefinition of any Unit boundaries;
- (g) Convertibility of Units into Common Elements or, vice versa;
- (h) Expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- (i) Hazard or fidelity insurance or bonds requirements;

- (j) Imposition of any new restriction relating to the leasing of Units;
- (k) A decision by the Association to establish self-management, if professional management had been required previously by the Condominium Documents, Department of Housing and Urban Development, Veterans Administration, National Mortgage Association, or Federal Home Loan Mortgage Corporation, or an Eligible Mortgage Holder;
- (l) Restoration or repair of any Unit (after damage or a partial condemnation) in a manner other than that specified in the Condominium Documents;
- (m) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs;
- (n) Any provisions that expressly benefit mortgage holders, insurers, or guarantors;
- (o) Any reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium;
- (p) Assessments, assessment liens or subordination of such liens;
- (q) Rights to use of the Common Elements; or
- (r) Imposition of any right of first refusal or any restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit.

Subject to Sections 1, 2, and 3 of this Article XI and Declarant's right to expand the Condominium Regime in accordance with the Condominium Documents, including, by way of example and not of limitation, Sections 5 and 6 of the Declaration, captioned "Expansion" and "Adjustments to Percentage Interests", respectively, and any and all rights granted to or reserved by Declarant in the aforesaid Sections 5 and 6 of the Declaration, no such amendment shall be effective until duly recorded in the Recorder's Office; provided, however, that the Percentage Interests shall not be changed except by unanimous consent of all the Unit Owners affected thereby, and the mortgagees of those affected Units, such change being evidenced by an appropriate amendatory declaration to such effect, duly executed and recorded in the Recorder's Office. The failure of an Eligible Mortgage Holder to respond to any such proposed notice of an amendment as aforesaid sent by certified mail, return receipt requested, within forty-five (45) days after notice issues to such Eligible Mortgage Holder shall be deemed to be a consent of such Eligible Mortgage Holder, to such amendment. Each such amendment shall be effective upon recordation of the same in the Recorder's Office of an appropriate instrument setting forth such amendment.

Section 5. Corrections. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of the Declaration or these Bylaws which is incorrect, defective or inconsistent with any other provision

thereof or hereof or with the Act, or to change, correct or supplement any aspect of the Declaration Plan which is incorrect, defective, or similarly inconsistent, the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners as long as the Executive Board shall have received an opinion of counsel (as to any amendment pertaining to the Declaration or these Bylaws) or of an independent registered architect or licensed professional engineer (as to any such amendment pertaining to the Declaration Plan); and, in either case, such opinion shall and must recommend and approve the proposed amendment; provided, however, that any such amendment shall not be effective unless all of the Eligible Mortgage Holders shall have been notified of the same and no less than fifty-one percent (51%) of all Eligible Mortgage Holders shall have consented to the same. The failure of an Eligible Mortgage Holder to respond to a notice of an amendment to cure an ambiguity or to correct or supplement any provision as aforesaid sent certified mail, return receipt requested, within forty-five (45) days after notice issues to such Eligible Mortgage Holder shall be deemed to be a consent of such Eligible Mortgage Holder to such amendment. Each such amendment shall be effective upon recordation of the same in the Recorder's Office of an appropriate instrument setting forth such amendment.

Section 6. Certification. If there are one or more amendments to the Declaration, the Declaration Plan or these Bylaws, all references thereafter to the Declaration, the Declaration Plan and these Bylaws (unless otherwise specifically designated) shall mean the Declaration, the Declaration Plan or these Bylaws as amended to the date of such reference. Any amendment to the Declaration, the Declaration Plan and these Bylaws shall be deemed in proper form for filing and recording when such amendment is executed by the members of the Executive Board, and when accompanied by certification that such amendment has been duly enacted in accordance with the provisions of the Declaration or these Bylaws, as the case may be.

Section 7. Power of Attorney. Notwithstanding the foregoing provisions for the amendment of these Bylaws, Declarant, its successors and assigns, shall have an irrevocable power of attorney, coupled with an interest, for the purpose of amending any one or more of the Condominium Documents, including, but not limited to, the applicable Schedules of the Declaration and the Declaration Plan under the reservation and powers given unto Declarant in Sections 5, and 6 of the Declaration for the purposes stated in any one or more of the said Sections 5 and 6. The provisions for annexing land and improvements by Declarant and all other provisions of said Sections 5 and 6 are incorporated into this Section by reference as though each and every statement contained in said Sections 5 and 6 were fully set forth herein.

Article XII

EMINENT DOMAIN OR CONDEMNATION

Section 1. Partial Taking Without Direct Affect on Units. If part of the Property shall be taken or damaged through the exercise of eminent domain or condemnation power or

through the exercise of any right or any obligation on the part of any public authority to purchase the same or as a result of any agreement between the Executive Board, the Unit Owners and said public authority made in lieu of condemnation or eminent domain proceedings such that no Unit nor any part thereof is taken, then all compensation and damages for and on account of such taking, exclusive of compensation for consequential damages to certain affected Units shall be payable to the Executive Board as Trustee for all Unit Owners and mortgagees according to the loss or damages to their respective interests in such Common Elements. The Executive Board shall have the right to act on behalf of the Unit Owners with respect to the negotiation and litigation of the issues with respect to the taking and compensation affecting the Common Elements without limitation on the right of the Unit Owners or any mortgagees of any one or more Units to represent their own interest. Such proceeds shall, subject to the prior rights of such mortgagees, be used in the same manner as insurance proceeds as heretofore set forth. Nothing herein is to prevent a Unit Owner whose Unit is specifically affected by the condemnation or eminent domain proceedings from joining in such proceedings and petitioning on their own behalf for consequential damages relating to loss of value of the affected Unit or personal improvements therein, exclusive of damages relating to Common Elements. In the event that any award resulting from such action does not allocate consequential damages to specific Unit Owners but by its terms includes an award for reduction in value of Units without such allocation, the award shall be divided between affected Unit Owners subject to the rights of mortgagees of such Units by the Executive Board as Trustee, as aforesaid, as their interests may appear.

Section 2. Partial or Total Taking Directly Affecting Units. If the Property or any part thereof shall be taken or damaged through the exercise of eminent domain or condemnation power, or through the exercise of any right or any obligation on the part of any public authority to purchase the same, or as a result of any agreement between the Executive Board, Unit Owners and said public authority made in lieu of condemnation or eminent domain proceedings, such that any Unit or a part thereof is taken, the Executive Board shall act on behalf of the Unit Owners with respect to Common Elements as in Section 1 above without limitation on the right of any mortgagees of any one or more Units to represent their own interests, and the proceeds shall be payable as outlined in Section 1 above. The Unit Owners directly affected by such taking and their respective mortgagees shall represent and negotiate for themselves with respect to the damages affecting their respective Units, the award so made shall, subject to the prior rights of mortgagees, be used and distributed by the Executive Board, as Trustee, first to restore the Units and Common Elements on the remaining Property in the same manner as provided for to the extent possible, attempting to rebuild Buildings containing new Units of the same number, size and basic plan as the Units taken, with any excess award distributed among Unit Owners and mortgagees as their interests may appear. In the event that the Executive Board determines that such a taking so removes land and Buildings containing Units that they cannot effectively be restored or replaced and unless seventy-five percent (75%) of the Unit Owners and holders of first mortgages encumbering seventy-five (75%) percent of the undivided interest in the Common Elements subject to mortgages vote to accept an

alternative plan, then the salvaged value of the Property or of the Building so taken, if any, shall be subject to partition at the suit of any Unit Owner directly affected thereby, in which event the net proceeds of sale, together with any award held by the Executive Board, shall be considered as one fund and divided among the Unit Owners directly affected thereby in proportion to the respective undivided ownership of the Common Elements after discharging out of the respective shares of the Unit Owners directly affected thereto to the extent sufficient for the purpose all liens against the Units of such Unit Owners.

Article XIII

ABANDONMENT

Section 1. Except as otherwise expressly provided for elsewhere in these Bylaws, in the event of condemnation of, or substantially total destruction to, the Units and/or Common Elements, and subject to all the provisions of applicable law, the Executive Board may not, unless all of the Units Owners and all of the holders of first mortgages and judgments and liens on the Units, with each holder of a first mortgage, judgment or other lien being entitled to one vote, give their prior written consent, do the following:

- (a) By either act or omission seek to abandon and terminate the Condominium;
- (b) Change the Unit Owner's pro rata interest in the Common Elements unless necessary to do so as a consequence of any such condemnation or destruction;
- (c) Partition or subdivide any Unit;
- (d) Abandon, partition, subdivide, encumber, sell, assign or transfer the Common Elements by either act or omission; and
- (e) Use the hazard insurance proceeds for losses for the Units and/or Common Elements for anything other than the repair, replacement and/or reconstruction of the Units and/or Common Elements.

Section 2. Notwithstanding anything contained herein to the contrary, any election by the Unit Owners and the holders of mortgages, judgments or other liens affecting the Units and the Common Elements to terminate the Condominium shall be subject to the terms and conditions contained in the Act, including, but not limited to, §81-218 of the Act.

ARTICLE XIV

PROVISIONS APPLICABLE TO DECLARANT

Notwithstanding anything contained in these Bylaws to the contrary, the following provisions shall apply and, in the event of a conflict between the other terms of these

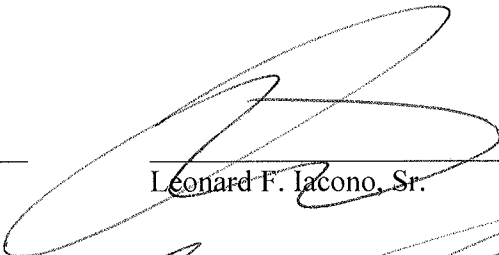
Bylaws and the terms of this Article XIV, the terms of this Article XIV shall govern and control.

Section 1. Amendment. During the Declarant Control Period, the terms of these Bylaws may be amended, as provided below, subject only to the requisite consent of at least fifty-one percent (51%) of any then existing first lien mortgagee(s) as hereinafter provided, and notice to the Unit Owners within thirty (30) days following the effectiveness of such amendment; provided, however, if any such amendment shall be determined to be necessary in the judgment of Declarant to cure any ambiguity or to correct or supplement any provision of any one or more of the Condominium Documents which is incorrect, defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in any one or more of the Condominium Documents which is incorrect, defective, or similarly inconsistent, or as may be required by FMNA, FHA, VA, FHLMC, GNMA or by any governmental agency, then Declarant may also effect an appropriate corrective amendment without the approval of the Association, Executive Board, any Owners or any holders of any existing mortgages upon Declarant's receipt of favorable opinion of counsel recommending and approving the proposed amendment. In the event any amendment requires the consent of any mortgagee(s), all mortgagees then holding mortgages with respect to any portion of the Condominium Property shall be notified of such proposed amendment and consent shall be obtained from mortgagees holding, in the aggregate, first lien mortgages with respect to at least fifty-one percent (51%) of the Units. The failure of any first lien mortgagee to respond to notice of a proposed amendment to cure an ambiguity or to correct or supplement any provision, as aforesaid, within forty-five (45) days after such notice to such mortgagee from Declarant shall be deemed to be a consent by such mortgagee, provided the notice was delivered by certified or registered mail, with a return receipt requested. Each such amendment shall be effective upon recording in the Recorder's Office of an appropriate instrument setting forth the amendment.

[Execution Page Follows]

IN WITNESS WHEREOF, the undersigned, as the initial members of the Executive Board, have executed this instrument, under seal, this 8th day of March, 2021.

WITNESS



Leonard F. Iacono, Sr.

(SEAL)

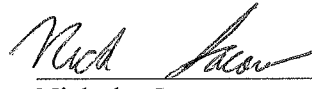
WITNESS



Michael Iacono

(SEAL)

WITNESS



Nicholas Iacono

(SEAL)

STATE OF DELAWARE)
)SS.
COUNTY OF New Castle

BE IT REMEMBERED, that on this 8th day of March, 2021, personally came before me, the subscriber, a Notary Public for the State of Delaware, Leonard F. Iacono, Sr., individually, party to this instrument, known to me personally to be such and acknowledged the foregoing instrument to be his true act and deed.

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

Notary Public

Print Name: Jacklyn Kay Long

My Commission Expires: 7-28-22

STATE OF DELAWARE)
)SS.
COUNTY OF New Castle

BE IT REMEMBERED, that on this 8th day of March, 2021, personally came before me, the subscriber, a Notary Public for the State of Delaware, Michael Iacono, individually, party to this instrument, known to me personally to be such and acknowledged the foregoing instrument to be his true act and deed.

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

Notary Public

Print Name: Jacklyn Kay Long

My Commission Expires: 7-28-22

STATE OF DELAWARE)
)SS.
COUNTY OF New Castle

BE IT REMEMBERED, that on this 8th day of March, 2021, personally came before me, the subscriber, a Notary Public for the State of Delaware, Nicholas Iacono, individually, party to this instrument, known to me personally to be such and acknowledged the foregoing instrument to be his true act and deed.

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

Notary Public

Print Name: Jacklyn Kay Long

My Commission Expires: 7-28-22

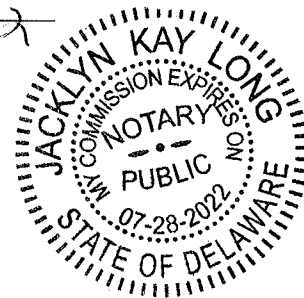
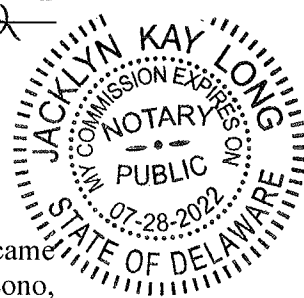
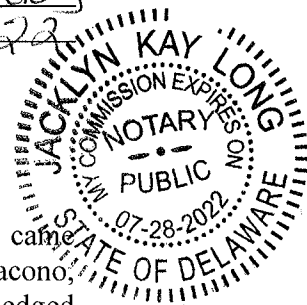


Exhibit “D”

Form of Rules and Regulations

Exhibit “E”

Current Balance Sheet for the Association

Description	Account Description	Amount
Income:	Annual Assessment Income-Existing (48 lots)	\$66,948
	Total Income:	\$66,948
Expenses:		
G&A:	Management Fees	\$8,000
	Accounting Fees	\$600
	Legal Fees	\$0
	Bank Charges	\$0
	Postage & Mail	\$240
	Printing & Reproduction	\$0
	Insurance	\$5,950
	Misc	\$0
	Office Supplies	\$0
	Taxes-Property	\$1,200
	Taxes & Licenses	\$250
	Subtotal G&A:	\$16,240
Utilities:	Water	\$1,800
	Sewer	\$1,800
	Pool/pool house electric	\$1,500
	Street Lights	\$4,800
	Subtotal Utilities:	\$9,900
Maintenance:	Building Maintenance & Repair	\$0
	Pest Control	\$400
	Subtotal Maintenance:	\$400
Contract Services:	Berm Maintenance	\$0
	Lawn Maintenance, landscape, flowers	\$13,410
	Entrance(sign, electric & landscape)	\$1,800
	Pool	\$8,000
	Pool House	\$1,200
	Snow Removal	\$1,000
	Retention Pond	\$0
	Trash Removal	\$5,616
	Irrigation	\$650
	Subtotal Contract Services:	\$31,676
Reserves:	Working Capital Reserves	\$8,732
	Subtotal Reserves	\$8,732
	Total Expenses:	\$66,948
	Net Income/(Loss)*	\$0
	Annual Assessment per Unit	\$1,392.00
	Payable Quarterly	\$348

Exhibit “F-2”

Estimated Build-Out Budget for the Association

Exhibit “G”

Encumbrances

Exhibit “G”

Encumbrances

Right of Way Agreement to a 50 foot Road as described in Deed Record 453, Page 372. et seq.

Record Plan recorded in the Recorder’s Office at Plot Book 285, Page 67.

Easement Agreement with the State Highway Department of the State of Delaware dated July 25, 1956 and recorded August 16, 1956 in the Recorder’s Office in Deed Book 465, Page 148.

Right of Way Agreement with Delaware Power & Light Company dated November 1, 1966 and recorded contemporaneously therewith in the Recorder’s Office in Deed Book 522, Page 239.

Right of Way Agreement with Delaware Power & Light Company dated April 3, 1975 and recorded April 10, 1975 in the Recorder’s Office in Deed Book 525, Page 700 et. seq.

Right of Way for Ingress and Egress as set forth in Deed Book 586, page 413.

Right of Way for Ingress and Egress as set forth in Deed Book 4077, Page 118.

Easement Agreement with the Town of Millsboro dated December 1, 1987 and recorded December 15, 1987 in the Recorder’s Office in Deed Book 1537, Page 10.

Slope Easement a set forth in Deed Book 558, Page 691.

Daylighting Easements as set forth in Deed Book 558, Pages 692, 694 and 696.

Record Minor Subdivision Plan as set forth in Plot Book 100, Page 157.

Record Site Plan for Property known as “Westtown Village” recorded on July 23, 2018 in Plot Book 00266, Page 00011.

LIEN SHEET

204

[illegible]

TAX ID # 2-33-5.00 - 12.00

Copy:
DATED: 9/5/13

47129

BK: 4077 PG: 118

Tax Parcel No.: 2-33 5.00 12.00

and 2-33 5.00 12.02

PREPARED BY AND RETURN TO:

Douglas M. Hershman, Esquire

Bayard, P.A.

P.O. Box 25130

Wilmington, DE 19899-25130

THIS DEED is made this 20th day of December, 2012, between

MITCHELL AVENUE ASSOCIATES, LLC, a Delaware limited liability company, party of the first part,

AND

MILLWOOD ACQUISITIONS, LLC, a Delaware limited liability company, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, the receipt of which is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its successors and assigns, in fee,

ALL those certain lots, pieces or parcels of land, situate in the Town of Millsboro, Dagsboro Hundred, Sussex County and State of Delaware, being known and designated as Parcel "B1" and Parcel "B2" as shown on the Record Minor Subdivision Plan for Property Known As: Parcel "B" * NCR Corporation also known as Lands of Winifred Reese & Donna White, prepared by Merestone Consultants, Inc., Engineers, Planners, Surveyors, dated September 27, 2005 and recorded November 30, 2005 in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware in Plot Book 100, Page 157.

TOGETHER with the right to the use of a 50 foot right of way to an existing road that passes through these lands for the right of ingress and egress, and also with a right of way to a 50 foot road that is described in a deed of Prince Edward Cannon, et ux, to Ayres-White Enterprises, Inc., dated November 7, 1955 and filed for record in Deed Record No. 453, Page 372, for the right of ingress and egress to an existing road leading from Millsboro to Snow White Laundry and other lands of the Grantees therein.

BEING the same lands and premises which Green Tops, LLC, a Delaware limited liability company, by Deed dated March 1, 2006 and recorded May 11, 2006 in Deed Book 3308, Page 62, did grant and convey unto Mitchell Avenue Associates, LLC, a Delaware limited liability company, in fee.

{BAY:02174729v1}

8

BK: 4077 PG: 119

SUBJECT to all easements, restrictions, reservations, agreements and covenants of record, if any, affecting the property or the title thereto, together with the benefits of the same.

IN WITNESS WHEREOF, the said Mitchell Avenue Associates, LLC, a Delaware limited liability company, has executed this Deed the day and year aforesaid.

SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Mitchell Avenue Associates, LLC

By:

Leonard F. Iacono, Manager

(SEAL)

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

Recorder of Deeds
Scott Dailey
Dec 21, 2012 03:53P
Sussex County
Doc. Surcharge Paid

BE IT REMEMBERED, that on this 20th day of December, 2012, personally came before me, the Subscriber, a Notarial Officer for the State and County aforesaid, Leonard F. Iacono, Manager of Mitchell Avenue Associates, LLC, a limited liability company existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said company.

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

RECEIVED

DEC 21 2012

ASSESSMENT DIVISION
GRANTED TAX OFFICE COUNTY
102 Larch Circle
Suite 203
Wilmington, DE 19804

Notary Public

Printed Name: Brent C. Shaffer

My Commission Expires: Not Applicable

BRENT C. SHAFFER, ESQ.
ATTORNEY AT LAW
Notarial Officer State of Delaware
Pursuant to 29 Del. C § 4323(a)(3)

Consideration: 525,603.96

County .00
State 7,884.06
Town Total 7,884.06
Received: Margaret P Dec 21, 2012

RECEIVED

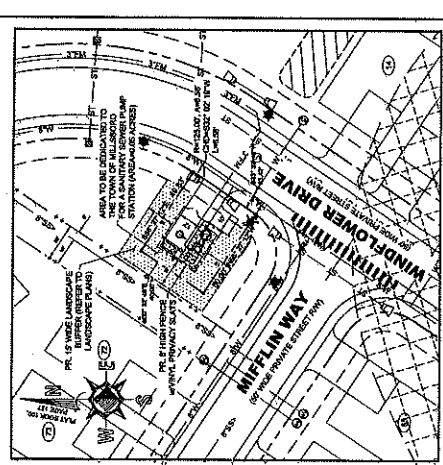
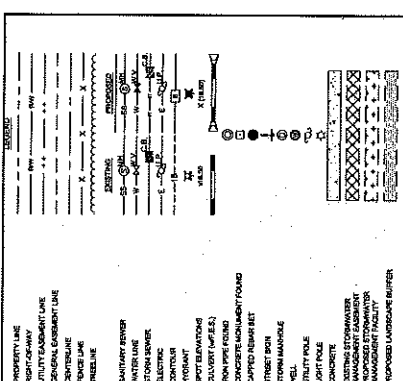
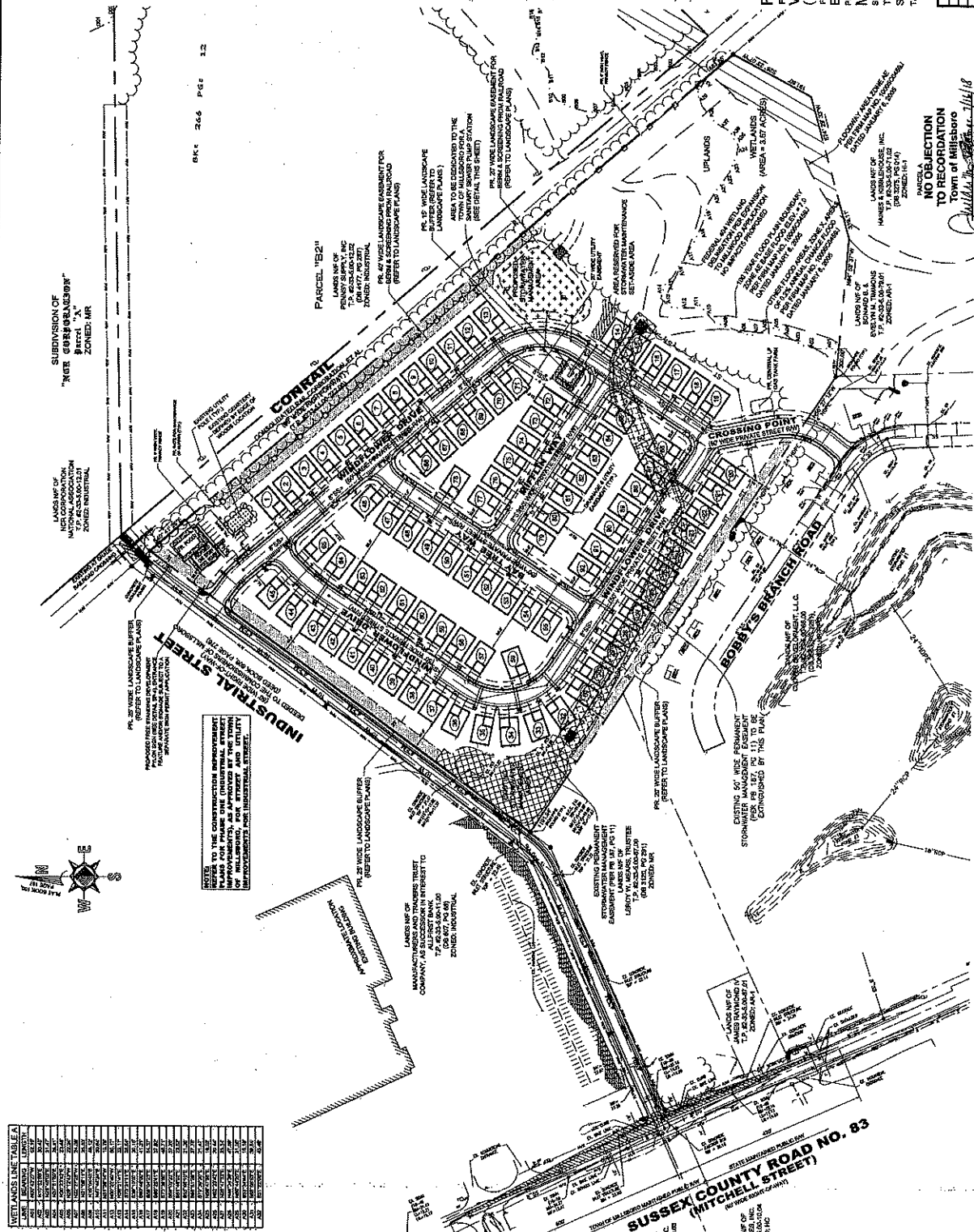
(BAY:02174729v1)

DEC 21 2012

ASSESSMENT DIVISION
OF SUSSEX COUNTY

TOWN OF MILLSBORO
REALTY TRANSFER TAX
Serial Number 3385
Amount of City Tax 1884.06
Date Recorded 12/21/12
By [Signature]

WETLANDS LINE TABLE A	
LINE	LENGTH
1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
7	1.00
8	1.00
9	1.00
10	1.00
11	1.00
12	1.00
13	1.00
14	1.00
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16	1.00
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96	1.00
97	1.00
98	1.00
99	1.00
100	1.00



RECORD SITE PLAN
 FOR PROPERTY KNOWN AS:
WESTTOWN VILLAGE
 (HR - RESIDENTIAL PLANNED COMMUNITY)
 CONVEYANCE TO:
EXPANSION TO MILLWOOD - PHASE 2
MILLWOOD ACQUISITIONS, LLC
 SITUATE IN: MILLBORO - SUSSEX COUNTY
 STATE OF DELAWARE
 TAX PARCEL #23-00-02-00

GRAPHIC SCALE
 1" = 100' TL

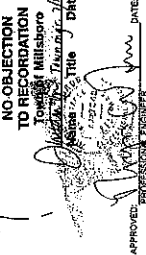
MERESTONE CONSULTANTS, INC.
 ENGINEERS - PLANNERS - SURVEYORS

251 WEST WOODMALL DRIVE
 WILMINGTON, DE 19808
 PHONE: 302-408-1000
 FAX: 302-408-1001

DATE: 27 MARCH 2018
 SHEET: 29-2

NO OBJECTION TO RECORDATION
 Town of Millboro
 Name: _____ Date: 1/21/18

APPROVED: _____
 PROFESSIONAL ENGINEER

[illegible]

RECORD SITE PRIVATE STREET
RIGHT-OF-WAY & EASEMENT PLAN
FOR PROPERTY KNOWN AS:
WESTTOWN VILLAGE
(HR - RESIDENTIAL PLANNED COMMUNITY)
FORMERLY KNOWN AS:
EXPANSION TO MILLWOOD * PHASE 2
PREPARED FOR:
MILLWOOD ACQUISITIONS, LLC

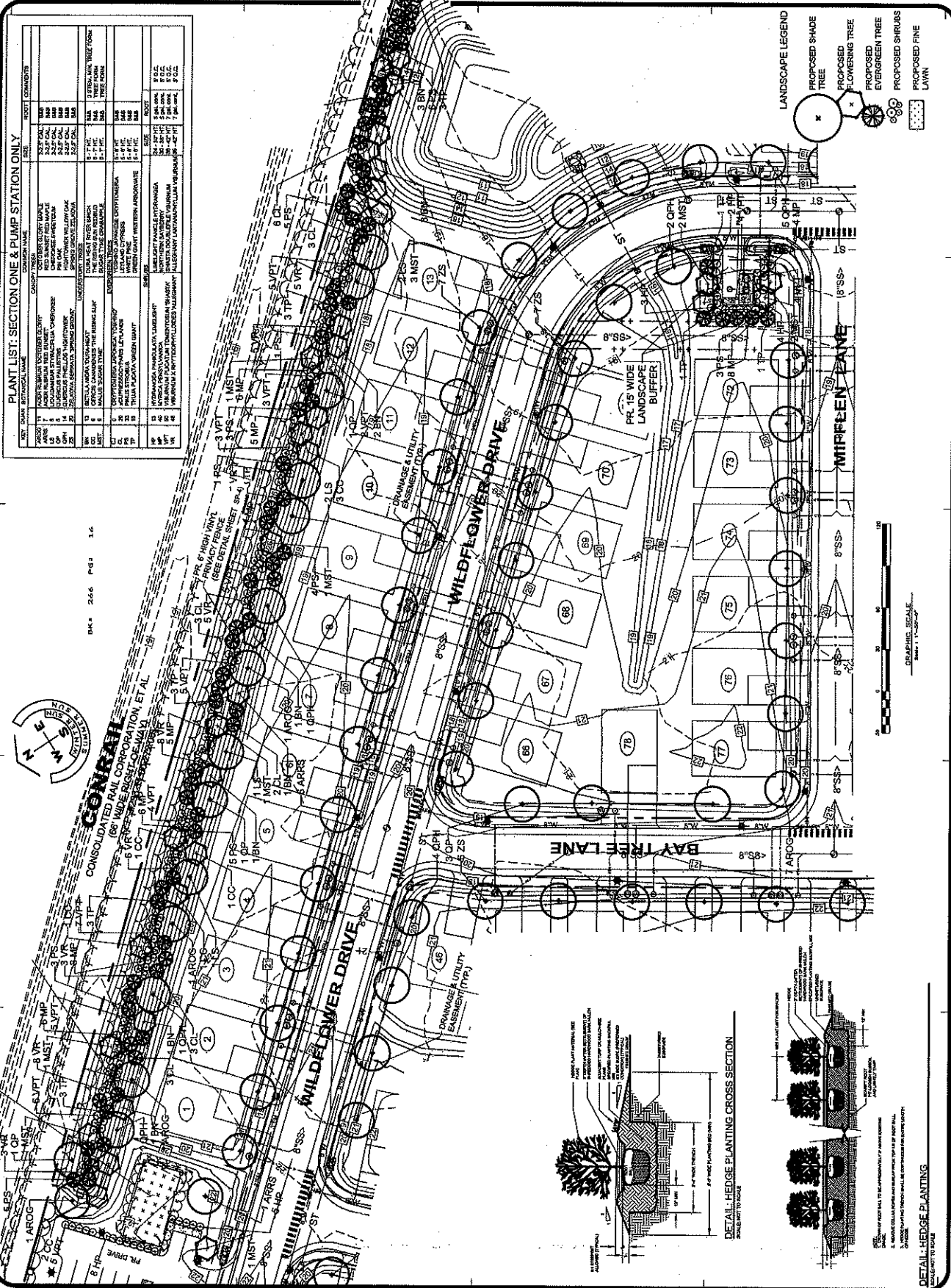
TOWN OF MILLSBORO SUSSEX COUNTY
STATE OF DELAWARE
TAX PARCEL #: 2-33-5.00-12.00

[illegible][illegible]

[illegible]

OWNERS

[illegible]



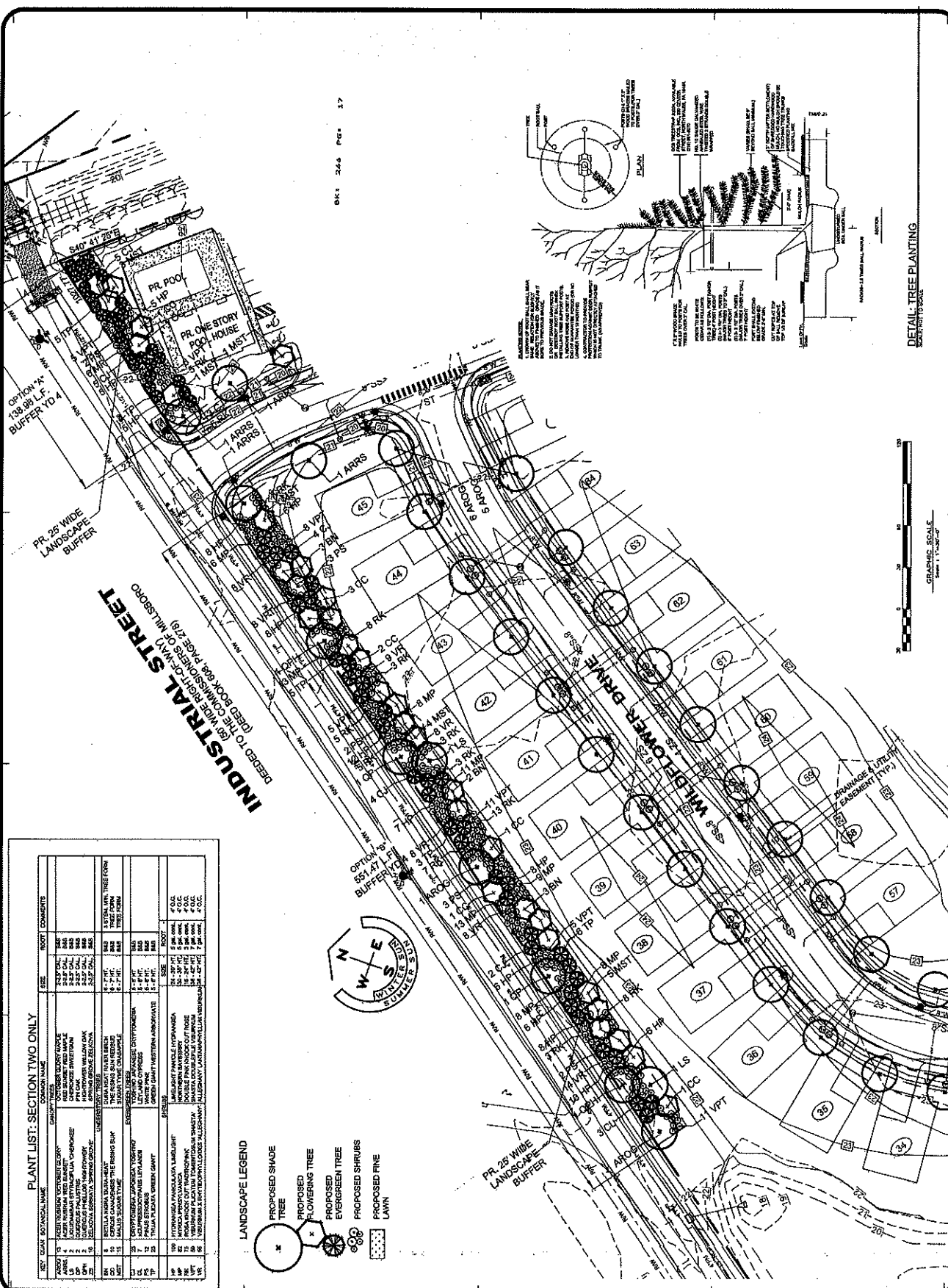


DATE: 10/10/00	PROJECT: 10/10/00
CLIENT: ALBERT M. DEMERICH	ADDRESS: 10/10/00
DESIGNED BY: 10/10/00	CHECKED BY: 10/10/00
DATE: 10/10/00	PROJECT: 10/10/00

NO.	REVISION
1	10/10/00
2	10/10/00
3	10/10/00
4	10/10/00
5	10/10/00
6	10/10/00
7	10/10/00
8	10/10/00
9	10/10/00
10	10/10/00

OWNER: MILLWOOD ACQUISITION, LLC
DESIGNED BY: 10/10/00
CHECKED BY: 10/10/00
DATE: 10/10/00
PROJECT: 10/10/00

LANDSCAPE DEVELOPMENT PLAN
WESTTOWN VILLAGE
SECTION TWO
Formerly Known As Expansion To Millwood - Phase 2
TOWN OF MILLSBORO - SUSSEX COUNTY - DELAWARE



PLANT LIST: SECTION TWO ONLY

NO.	SYMBOL	COMMON NAME	SIZE	NOTES
1	PROPOSED SHADE TREE	PROPOSED SHADE TREE	10' DBH	10' DBH
2	PROPOSED LOWERING TREE	PROPOSED LOWERING TREE	10' DBH	10' DBH
3	PROPOSED EVERGREEN TREE	PROPOSED EVERGREEN TREE	10' DBH	10' DBH
4	PROPOSED SHRUBS	PROPOSED SHRUBS	10' DBH	10' DBH
5	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH
6	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH
7	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH
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97	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH
98	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH
99	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH
100	PROPOSED FINE	PROPOSED FINE	10' DBH	10' DBH

BK: 246 PG: 17

DETAIL: TREE PLANTING
SCALE: 1" = 10'

LANDSCAPE DEVELOPMENT PLAN
WESTTOWN VILLAGE
SECTION THREE
Formerly Known As Expansion To Millwood - Phase 2
TOWN OF MILLSBORO - SUSSEX COUNTY - DELAWARE

OWNER: MILLWOOD ASSOCIATES, LLC

DESIGNED BY: ALBERT M. DEMERICK, LANDSCAPE ARCHITECT

DATE: 11/11/2011

PROJECT: WESTTOWN VILLAGE

PHASE: 2

LOCATION: TOWN OF MILLSBORO - SUSSEX COUNTY - DELAWARE

SCALE: 1" = 20' - 0"

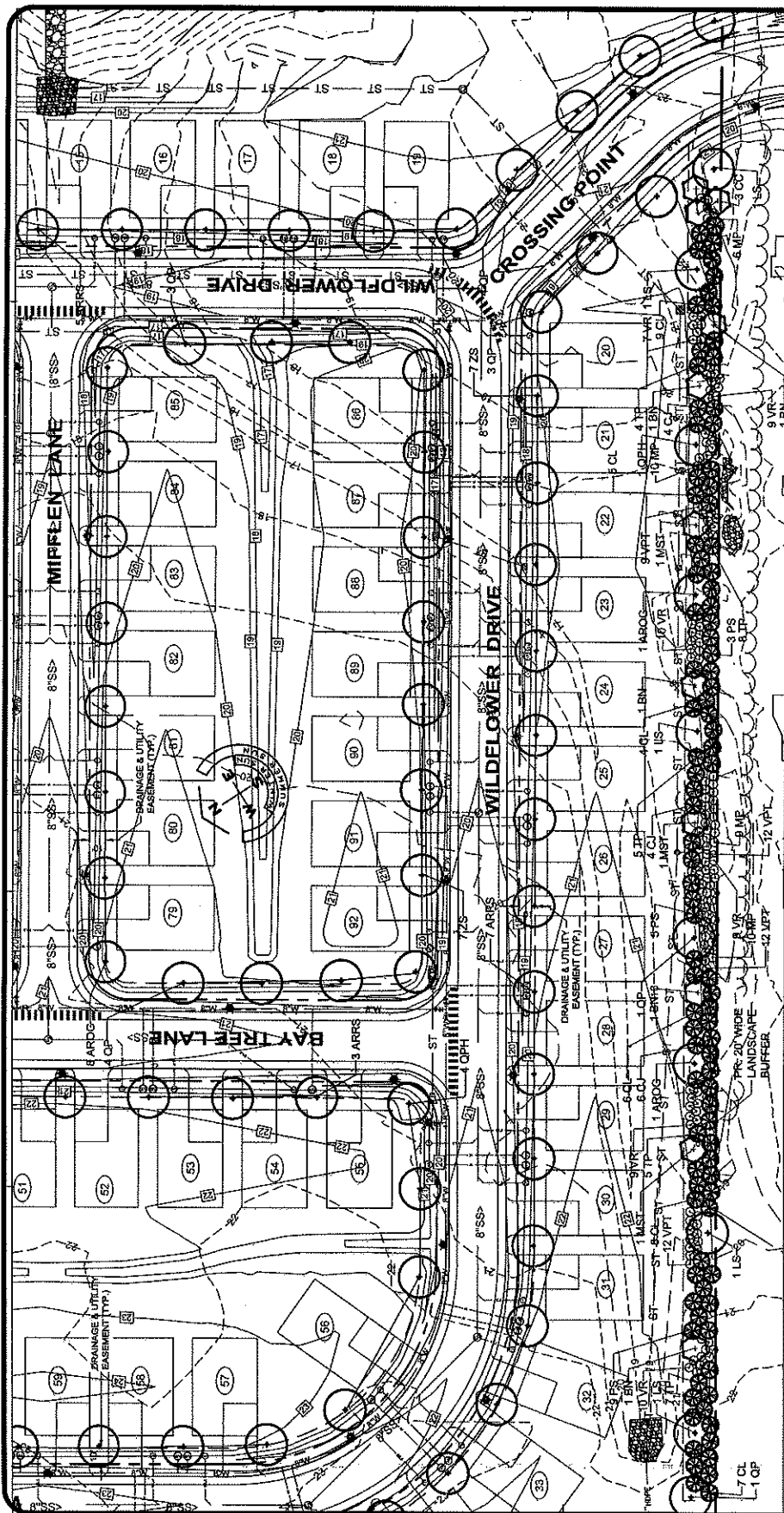
DATE: 11/11/2011

PROJECT: WESTTOWN VILLAGE

PHASE: 2

LOCATION: TOWN OF MILLSBORO - SUSSEX COUNTY - DELAWARE

SCALE: 1" = 20' - 0"



LANDSCAPE LEGEND

- PROPOSED SHADE TREE
- PROPOSED FLOWERING TREE
- PROPOSED EVERGREEN TREE
- PROPOSED SHRUBS
- PROPOSED FINE LAWN

DETAIL: SHRUB PLANTING

SCALE: NOT TO SCALE

PLANT LIST: SECTION THREE ONLY

NO.	SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	QUANTITY	REMARKS
1		ACER RUBRA	RED BARK	2.5" CAL	10	
2		ACER RUBRA	RED BARK	2.5" CAL	10	
3		ACER RUBRA	RED BARK	2.5" CAL	10	
4		ACER RUBRA	RED BARK	2.5" CAL	10	
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10		ACER RUBRA	RED BARK	2.5" CAL	10	
11		ACER RUBRA	RED BARK	2.5" CAL	10	
12		ACER RUBRA	RED BARK	2.5" CAL	10	
13		ACER RUBRA	RED BARK	2.5" CAL	10	
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99		ACER RUBRA	RED BARK	2.5" CAL	10	
100		ACER RUBRA	RED BARK	2.5" CAL	10	

DEED—Typewriter
Sold by
W. W. EDINGER, Broker and Stationer
Georgetown, Del.

This Deed, MADE THE

Seventh day of November in the year of our LORD,
one thousand nine hundred and Fifty Five.

Between Prince Edward Cannon and
Marian L. Cannon his wife both of Dagsboro
Hundred, Sussex County Delaware as parties
of first part and Ayres-White Enterprises, Inc.,
of the same place as parties of second part.

Witnesseth. That the said part *ies* of the first part, for and in consider-
ation of the sum of One Dollar and other valuable
Consideration lawful money of the United States of America,
the receipt whereof is hereby acknowledged, hereby grant *a* and convey *a* unto
the said part *ies* of the second part,

All, that certain piece parcel or lot of land
lying and being situated in Dagsboro Hundred
Sussex County, Delaware and lying on the east
side of the County Road leading from Millsboro
to Whartons Branch, Bounded and Described
as follows: To Wit: Beginning at a stake driven
on east side of aforesaid County Road - Right-of-Way
and corner for lands of Roscoe Bennett formerly
land of Alfred Marvel, thence with east Right of Way
of aforesaid County Road - $N 24^{\circ} W. 50$ ft. to a stake
corner for other lands of these Grantors, thence a new
line with other lands of these Grantors $N 67^{\circ} 40' E 62.5$ ft.
to a stake driven in line of lands of these Grantors
formerly land of Annie F. Duntlander thence with said
land two courses, $S 51^{\circ} 10' E. 33$ feet, to a Cement Boundary
thence $S 58^{\circ} 20' E 17\frac{1}{2}$ feet, to a stake corner for land of
Roscoe Bennett formerly land of Alfred Marvel, thence
with said land $S 67^{\circ} 40' W. 638$ feet, to place of Beginning
Containing 3157.5 sq. feet, more or less. And being
a part of the same land that Prince Edward Cannon
purchased by Deed from Bertha Mae Hall and others

(over)

21th March A.D. 1955

BOOK 453 PAGE 373

Deed not yet recorded. And also a part of the same lands which were conveyed to Prince Edward Cannon, Bertha Mae Hall, and James Leon Cannon by deed of Peninsula Finance Company. Dated Nov. 10. A.D. 1954 - Recorded in T. ed Book - 442. Page 97.

In Witness Whereof, The said part of the first part has hereunto set hand and seal, the day and year aforesaid.

SEALED AND DELIVERED
in the presence of

Prince Edward Cannon (SEAL)

Marion P Cannon (SEAL)



State of Delaware,

County, ss.

Be it Remembered, That on this 7th day of November in the year of our Lord one thousand nine hundred and 55 personally came before me

Part to this Indenture, known to me personally to be such, and acknowledged this Indenture to be

Deed.

And the said

being at the same time privately examined by me, apart from

husband,

acknowledged that

executed the said Indenture willingly without compulsion or threats, or fear of

husband's displeasure.

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

PURCHASERS REPORT MADE

This 14th day of Nov. 1955

Board of Directors of Sussex County

By H. Ernest Grinnell clerk

RECEIVED FOR RECORD

November 14 A. D. 1955
CHARLES S. CALHOON, Recorder

BOOK 465 PAGE 148

EASEMENT AGREEMENT

SHESSEX County Contract No. 3442
County Road No. 3344
Property No. 194-2

Location { Sta. _____ to Sta. _____
Sta. 3444 to Sta. 3545

This Agreement, made this 25th day of July, A. D. 1956

BETWEEN Agnew-White Enterprises, Inc. of Delaware
Hillsboro, Delaware
Hundred, SHESSEX County and State of Delaware, PARTIES OF THE FIRST PART, and the State Highway
Department of the State of Delaware, PARTY OF THE SECOND PART.

WITNESSETH: That the Parties of the First Part, for and in consideration of the sum of One Dollar, lawful money, to them in hand paid, the receipt whereof is hereby acknowledged, hereby grant unto the Party of the Second Part, its successors and assigns, a Permanent Easement and right to grade and slope the lands and premises hereinafter described for the purpose of widening, constructing, widening, improving and maintaining the existing State Highway adjacent to said lands and premises and situated on the East side of County Road No. 3344, as shown and noted on the State Highway Department maps for SHESSEX County, leading from Sta. 3133 to Sta. 3539 in SHESSEX County, Delaware, and following the present County Road centerline except where it is considered necessary to change the alignment of the existing road. This Easement shall consist of a width of 20 feet of land, measured at right angles to the centerline of the road as constructed. This Property is located between the lands of
Rexford Rematt on the South and P. Edward Cannon on the North.

PARTIES OF THE FIRST PART agree to erect no buildings, structures, trees, shrubs, or fences within the limits of this Easement.

TOGETHER with the right, privilege and authority to the Party of the Second Part, its successors and assigns, to enter into and upon said lands and premises at all times hereafter for the purpose of grading and sloping said lands and premises.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands and seals the day and year aforesaid.

Signed, sealed and delivered in the presence of:

William B. Ayres
William B. Ayres, President
J. Ross White, Jr.
J. Ross White, Jr., Secretary
NOTARY PUBLIC

STATE OF DELAWARE
COUNTY OF SHESSEX

Be it REMEMBERED, that on this 25th day of July, A. D. 1956, personally
came before me, the undersigned, a Notary Public for the State and County aforesaid, AGNEW-WHITE ENTERPRISES, Inc.,
parties to this instrument, known to me personally to be such, and severally acknowledged this instrument to be their act
and deed.

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

RECEIVED FOR RECORD

Aug 16 1956
CHARLES S. CALHOON, Recorder

(To be filed in by Recorder)

(Do not write in this space)

is the Office for the Recording of Deeds, etc.
County, Delaware is
at page..... Witness my hand and
day of..... 19.....

WO No. 14562 JO No.....
Tax Dist. W-21 Line No. DEH
Poly Number 336A, B, C

RIGHT-OF-WAY
DELAWARE POWER & LIGHT
COMPANY
FROM

J. Reese White Jr.
Margaret F. White
Mary C. Ayres

The undersigned Grantors, being the owner of land situate NEAR
near town of Hillsboro
County of SUSSEX and State of Delaware, which said
land abuts on the street or highway easterly limits of the
Penna. Railroad Co. Right of Way
and is bounded West across Penna. Railroad Co.
by land of Dennis Mitchell Industries, Inc.
and North by land of Hattie Hall

IN COMMEMORATION of the sum of Twenty-five (\$25.00) Dollars received from the DELAWARE
POWER & LIGHT COMPANY, a Delaware corporation, hereinafter called Grantee, hereby grant and convey unto said Company,
its successors and assigns, the uninterrupted right, privilege and authority to enter upon and construct, erect, extend, renew, re-
place, relocate, repair and perpetually maintain a pole line with the necessary wires, cross arm, guy wire and other usual fixtures
and appurtenances, as may be necessary for the convenient transaction of its business on said land and on and along the said
streets or highways adjacent thereto.

Permission to place three (3) poles and one (1) anchor on grantor's property.
Poles to be located ten (10') feet east of grantor's east property line in line
with existing D. P. & L. pole line. Poles to be located 20, 30 & 40 feet respect-
fully south of existing D. P. & L. pole #BH/337 with anchor extending 15 feet east
from base of second proposed pole.

Including the right of ingress and agrees to construct, inspect, renew, repair and/or remove aforesaid facilities and the right
to trim, cut and remove trees and underbrush and other obstructions that are within 50 feet of any wire strung on said pole
line; provided said grantee shall indemnify and save harmless the owners or tenants of said property from all damage (other
than for trimming, cutting and removing trees) caused by the negligence of its employees in the installation, maintenance or re-
moval of said facilities.

Witness our hands and seals this 1st day of November, A.D. 1966

WITNESSES:

Leon T. Wingate
Leon T. Wingate

J. Reese White Jr. (SEAL)
Margaret F. White (SEAL)
Mary C. Ayres (SEAL)
Widow Mary C. Ayres (SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF DELAWARE SUSSEX County to wit:

BE IT REMEMBERED That on this FIRST day of November, in the year of our Lord one thousand
and sixty-six, personally came before me the subscriber, a NOTARY PUBLIC for the State of Delaware,
in and for the County aforesaid, J. Reese White, Jr., Margaret F. White, and Mary C. Ayres
the within named grantors and acknowledged the instrument to
be their act and deed and that the signatures of them are their proper and genuine signatures

Leon T. Wingate
Leon T. Wingate Notary Public

7523

Book 525 Page 700
 RIGHT OF WAY AGREEMENT

THIS INDENTURE made this 3rd day of April 1975
 by and between J. Reese White, Jr.

and OWNER, and DELMARVA POWER & LIGHT COMPANY, a Delaware corporation, party of the first part, hereinafter called
 owners and assigns, hereinafter called COMPANY.

WITNESSETH that for and in consideration of the sum of \$ One Hundred Dollars (\$100.00) cash in hand paid, the receipt of which is hereby acknowledged, OWNER does hereby give, grant, bargain, sell and convey to COMPANY, its heirs, successors and assigns, the right of way, privilege and easement, in perpetuity, to construct, operate and maintain lines for the transmission and/or distribution of electricity, including the right to erect poles and other supports, in any, known, relocate and maintain the same, and to string, stretch, suspend and construct thereon wires, cross-arms, attachments, equipment, accessories and other fixtures and appurtenances, including telephone, telegraph and other wires, necessary or convenient for the transmission and/or distribution of electric current, upon, under, upon and across a certain tract of land belonging to OWNER, or in which OWNER has an interest, located in or near town of Millsboro, Dagsboro Hundred, Sussex County, Delaware, adjoining the land of Iron Branch to north and lands now or formerly of Harry W. Mears to the south, 159.77 acres, more or less, and containing 159.77 acres, more or less, as shown on the map of the same, recorded in the Office of the Recorder of Deeds, Sussex County, Delaware, Book 586, Page 413.

Together with the right to patrol, inspect, alter, improve, repair, rebuild, relocate and remove such poles, supports, wires, premises, appurtenances, equipment, accessories, fixtures and appliances, including the right to increase or decrease the number of wires and voltages and right of ingress and egress to and from said right of way, and the right to trim, cut, remove and keep clear any and all trees, limbs, undergrowth and other obstructions, including structures of all kinds, upon said right of way, that may, in any way, now or hereafter, in the opinion of COMPANY, endanger or in anywise interfere with the proper construction or reconstruction, operation or maintenance of said line.

Said right of way, privilege and easement upon, under and across the aforesaid property may be used and exercised by COMPANY with- in an area 100 feet in width across said property, the center line of which is more particularly described as follows:

Beginning from same from an iron bolt located in the centerline of Delaware Route 339 which said iron bolt is further located approximately 520 feet by and with the centerline of Delaware Route 339 from the intersecting centerline of Delaware Route 339 and Delaware Route 331 and from said point of beginning the right of way shall cross on, under and over the lands now or formerly of H & M Poultry Co., Oliver Jehu Dale; St. Luke's Baptist Church and Albert S. Dennis to the center of Iron Branch which is OWNER'S north property line, thence right of way shall cross on, under and over OWNER'S land south 08°-29' west, true meridian, 460 feet, more or less to a point, thence turning and continuing south 40°-43' east true meridian, 319 feet, more or less, to a point, thence turning and continuing south 46°-43' east to OWNER'S southeasterly property line where said property meets and binds the lands now or formerly of Harry W. Mears.

It is agreed and understood that upon the full execution of this right of way, that all wood and timber within this easement area shall become the property of Delmarva Power & Light Company.

provided, however, that OWNER, his heirs and assigns, shall have right to use said area for any lawful purpose not inconsistent with or in construction of the rights hereby conveyed upon COMPANY.

COMPANY shall pay OWNER for any damages done by COMPANY to crops, roads, fences, bridges or other property of OWNER while making repairs to or reconstructing or removing any part of the same.

IT is understood and agreed that this right of way 100 feet in width throughout extends to a distance of 100 feet each side of the center line above described, across OWNER'S entire property and that within each right of way COMPANY may erect such lines, poles, wires and other appurtenances in connection therewith as COMPANY in its discretion may determine.

OWNER covenants that OWNER has the right to convey said right of way, privilege and easement, that COMPANY, its heirs, successors and assigns shall have quiet and peaceable possession, use and enjoyment of said right of way, privilege and easement and the rights hereby conveyed, and that OWNER will execute such other further assurances thereof as may be required.

Provided, however, the said DELMARVA POWER & LIGHT COMPANY, its successors or assigns shall further pay to the OWNER, his heirs or assigns, the sum of Thirty Nine Hundred (\$3900.00) Dollars, in full payment for the right of way, privilege and easement herein conveyed, in the hand of the OWNER hereinafter described from time to time before any poles or equipment are erected thereon.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever.
 IN WITNESS WHEREOF, we have hereunto set our hand and seal the day and year above written.

Signed, sealed and delivered in the presence of

Allen R. Bennett

J. Reese White, Jr. [L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

[L.S.]

STATE OF DELAWARE

Do hereby certify that on this 3rd day of April 1975, the within named grantor and grantee and this instrument to be signed and sealed.

Attest my hand and official seal the day and year last aforesaid.

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

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Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

Notary Public for the State of Delaware

RECORDED IN DEEDS
 SUSSEX COUNTY

Notary Public

TRAINING AGREEMENT

THE TRIMMING AGREEMENT made this 3rd day of April, 1975, by and between
J. Reese White Jr.

"OWNER", and HELMANYA TOWER & LIGHT COMPANY, A Delaware corporation, for itself, its trustees, successors and assigns, hereinafter called "COMPANY".

WILMREAM COMPANY is an Electric Public Utility operating in the State of Delaware and in such contracts, operates and maintains electric operating facilities, including but not limited to electric transmission and distribution lines, and

WILKINSON, in order to construct, operate and maintain said facilities, the securing of rights of way, and obtaining and exercising rights are necessary over, under and upon certain properties within this State.

NOW, THEREFORE, WITNESSETH, That for and in consideration of the sum of One Hundred (100) dollars cash in hand paid, the receipt of which is hereby acknowledged, and which sum is a part of the purchase price, OWNER does hereby give, grant, sell, bargain and convey unto COMPANY, its successors, assigns and heirs, all right to title, cut, and keep clear way and all trees, shrubs, undergrowth and other obstructions for the purposes of COMPANY'S construction, operation and maintenance of its electrical facilities, including but not limited to COMPANY'S transmission and/or distribution lines over, under and upon a portion of that certain tract of land hereinafter to OWNER or to which OWNER has an interest, located in POCONO town of Millisboro County of Sussex, State of Delaware, adjoining the land of Albert S. Dennis and containing 160 acres, more or less, land acquired from Avery-White Enterprises, Inc. dated 3-25-65, recorded in the Land Records of Sussex County, State of Delaware in Volume 780, Page 412; more particularly described as follows:

Beginning for same from an iron bolt located in the centerline of Delaware Route 339 which said iron bolt is further located approximately 520 feet by and with the centerline of Delaware Route 339 from the intersecting centerline of Delaware Route 339 and Delaware Route 331 and from said point of beginning the right of way shall cross on, under and over the lands now or formerly of H & M Poultry Co., Oliver John Dale; St. Luke's Baptist Church and Albert S. Dennis to the center of Iron Branch which is OWNER'S north property line, thence right of way shall cross on, under and over OWNER'S land south 08°-39' west, true meridian, 460 feet, more or less to a point, thence turning and continuing south 40°-43' east true meridian, 319 feet, more or less, to a point, thence turning, and continuing south 46°-43' east to OWNER'S south-easterly property line where said property meets and binds the lands now or formerly of Harry W. Neare.

It is agreed and understood that upon the full execution of this agreement that, all wood and timber within this easement area shall become the property of Delmarva Power & Light Company.

It is further agreed and understood that the cutting limits of this agreement shall not extend beyond seventy five (75) feet from either side of the aforesaid center line. *WBS*

Together with the rights of ingress and egress over said parcels for the purpose of cutting, removing and trimming said trees, limbs, undergrowth and other obstructions at any and all times, that in the opinion of the COMPANY interfere with or may interfere with the rights herein granted and insuring all rights and privileges necessary for the full enjoyment of the rights herein granted.

Provided, however, that said INDIANPA POWER & LIGHT COMPANY, its successors or assigns shall further pay to the OWNER, he heirs or assigns, the sum of Twenty nine thousand (29,000) Dollars, in full payment for the following agreement, promise and covenants hereto conveyed on the land of OWNER, heretofore described within and over from the date hereof.

IN WITNESS WHEREOF, we have hereunto set our hand and seal the day and year above written.

*Largest, widest, and delivered

IN THE PRESENCE OF:

Harris R. Bennett

STATE OF NEWARK *Deer* COUNTY, TO-WIT:

[illegible]

RECORDS OF DEEDS
SUSSEX COUNTY

RIGHT-TO-LEFT

23849

EASEMENT

THIS IS A DEED OF EASEMENT, made this 1st day of December, A.D. 1987, by and between J. REESE WHITE, JR., Trustee, under the Last Will and Testament of J. Reese White, J. REESE WHITE, JR., THOMAS FRAZIER and MARY McMAHON, of P.O. Box 547, Millsboro, Sussex County, Delaware, parties of the first part,

-AND-

THE TOWN OF MILLSBORO, a municipal corporation of the State of Delaware, party of the second part.

W I T N E S S E T H:

For and in consideration of the sum of One Dollar (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties of the first part has this day bargained and sold and by these presents does bargain, sell, convey, transfer and deliver unto the party of the second part, a permanent easement and right-of-way including the perpetual right to enter upon the real estate hereinafter described at anytime that it may see fit and construct, install, maintain, replace and repair a road or roads sufficient for all purposes of transportation, whether on foot or by vehicle to travel to, over and along such road or roads without payment of any compensation therefor, together with the right to construct, install, maintain, replace and repair underground pipelines and/or mains for the purpose of conveying

LAW OFFICE
TUNNELL & HAYDON
GREENSBORO, DEL.

water and sewage over, across, through and under the lands owned by the parties of the first part and adjoining the right-of-way of Conrail in Millsboro, Sussex County, Delaware, said property having been acquired by the parties of the first part as as Trustee and Heirs of J. Reese White pursuant to the Last Will and Testament of dated August 14, 1944, of record in the Office of the Register of Wills, in and for Sussex County, in Will Book 53 at Page 450, together with the right to excavate and refill ditches and/or trenches and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, installation, replacement, repair and maintenance of the said road or roads or the said sewer pipelines or sewer mains, or any of them. The easement and right-of-way hereby conveyed covers a strip of land twenty (20) feet in width over, across, through and under the lands owned by the party of the first part, the said easement being more particularly described as follows:

ALL that certain tract, piece and parcel of land, situate in The Town of Millsboro, Sussex County, Delaware, and being more particularly described as follows:

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DOVERSTOWN, DEL.

BEGINNING at a point, said point being a corner for these lands and lands now or formerly of The Town of Millsboro; thence from said beginning point along and with the northerly right-of-way line of Conrail in a southwesterly direction such distance as is required to reach a point, said point marking a corner for these lands and located in the westerly right-of-way line of Ellis Street; thence along and with the westerly right-of-way line of Ellis Street in a northerly direction a distance of twenty (20) feet; thence in a northeasterly direction and parallel to the northerly right-of-way line of Conrail, such distance as is required to reach a point, said point being in the division line of lands of the parties of the first part and lands now or formerly of The Town of Millsboro; thence along and with the division line between the lands hereinbefore described and lands now or formerly of The Town of Millsboro in a southerly direction such distance as is required to reach the home and place of beginning, be the contents thereof what they may, it being the intention to describe an easement or right-of-way twenty (20) feet in width extending from the line of lands now or formerly of The Town of Millsboro in a southerly direction to the westerly right-of-way line of Ellis Street, said easement being twenty (20) feet in width.

TO HAVE AND TO HOLD the said easement and right-of-way under the party of the second part, its successors and assigns, forever.

The parties of the first part do hereby covenant with the party of the second part that they have lawfully seized and possessed of the real estate above described; that they have a good and lawful right to convey it, or any part thereof; that it is free from all encumbrances and that they will forever

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GREENSBORO, N.C.

warrant and defend the title thereto against the lawful claim or claims of any and persons whomsoever.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their Hands and affixed their Seals, the day and year first above written.

Richard Swingle
Witness

Richard Swingle
Witness

Richard Swingle
Witness

Arthur J. Bicket
Witness

J. Reese White, Jr. (SEAL)
as Trustee

J. Reese White, Jr. (SEAL)
Individually

Thomas Frasier (SEAL)

Mary Mc Mahon (SEAL)
Mary Mc Mahon

JUL 1537 MAY 14

STATE OF DELAWARE :
COUNTY OF SUSSEX : ss.

BE IT REMEMBERED, that on this 1st day of December
A.D. 1987, personally came before me, the Subscriber, a Notary
Public for the State and County aforesaid, J. REESE WHITE, JR.,
as Trustee of the Last Will and Testament of J. Reese White,
party to this Indenture, known to me personally to be such, and
acknowledged this Indenture to be his deed.

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

Hurdine Y. Parker
Notary Public
My commission expires Jan 6, 1988
STATE OF DELAWARE :
COUNTY OF SUSSEX : ss.

BE IT REMEMBERED, that on this 1st day of December
A.D. 1987, personally came before me, the Subscriber, a Notary
Public for the State and County aforesaid, J. REESE WHITE, JR.,
individually, party to this Indenture, known to me personally to
be such, and acknowledged this Indenture to be his deed.

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

Hurdine Y. Parker
Notary Public
My commission expires Jan 6, 1988

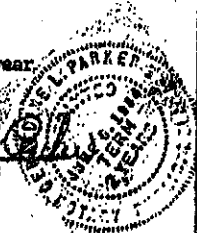
LAW OFFICE
VINNELL & HAYSON
GREENSBORO, N.C.

STATE OF DELAWARE :
: ss.
COUNTY OF SUSSEX :

BE IT REMEMBERED, that on this 1st day of December
A.D. 1987, personally came before me, the Subscriber, a Notary
Public for the State and County aforesaid, THOMAS FRAZIER, party
to this Indenture, known to me personally to be such, and
acknowledged this Indenture to be his deed.

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

Heraldine P. Parker
Notary Public



My commission expires June 6, 1988.

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DOVER, DEL.

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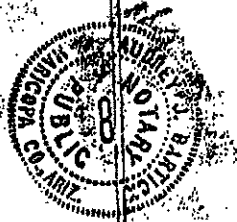
STATE OF ~~DELAWARE~~
COUNTY OF ~~SUSSEX~~ ss.

BE IT REMEMBERED, that on this 9th day of November,
A.D. 1987, personally came before me, the Subscriber, a Notary
Public for the State and County aforesaid, MARY McMAHON, party
to this Indenture, known to me personally to be such, and
acknowledged this Indenture to be her deed.

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

Anthony Radak
Notary Public

My Commission Expires: March 11, 1989



C. RUSSELL MCCABE
DOC. SURCHARGE PAID

1987 DEC 15 PM 3 29

RECORD OF DEEDS
SUSSEX COUNTY

10th PURCHASERS REPORT MADE
DAY OF December 1987
ASSESSMENT DIVISION OF SUSSEX COUNTY

LAW OFFICES
TUNNELL & RAYSON
GEORGETOWN, DEL.

Tunnell & Rayson, Attys.
1-7-88



Real Estate

View Bill

As of 8/22/2019

Bill Year 2019

Bill 19048696

Owner MILLWOOD ACQUISITIONS LLC

Parcel ID 233-5.00-12.00

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	9/30/2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

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Real Estate Charges

Owner	MILLWOOD ACQUISITIONS LLC
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Parcel ID	233-5.00-12.00
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Bill Year	2019
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Tax Charges

No Tax Charge information available for this bill.

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Real Estate Property Detail

Parcel ID	233-5.00-12.00
Alternate Parcel ID	233050000120000000
Location	SE/INDUSTRIAL ST
Legal Description	SE/INDUSTRIAL ST PARCEL B1 FX
Owner as of July 1	MILLWOOD ACQUISITIONS LLC
Customer ID	144461
Jurisdiction	INDIAN R
Deed Recorded	5/11/2006
Book/Page	4077/118
Acres	28.470
<u>Assessed Value</u>	\$0.00
<u>Exemptions Value</u>	\$0.00
<u>2019 Charges</u>	\$0.00

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M. Howard Acquisitions LLC 12/20/12 - 8/28/19

Indirect	Record Date	Doc Type	Book	Page	Legal
					ASSIGNMENT OF RIGHTS
WILMINGTON SAVINGS FUND SOCIETY FSB	12/21/2012	AGREEMENT-D	4077	0135	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	01/22/2013	AGREEMENT-D	4087	0339	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	02/11/2013	AGREEMENT-D	4093	0302	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	02/13/2013	AGREEMENT-D	4094	0277	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	02/20/2013	AGREEMENT-D	4096	0244	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	02/25/2013	AGREEMENT-D	4098	0085	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/05/2013	AGREEMENT-D	4101	0175	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/05/2013	AGREEMENT-D	4101	0184	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/18/2013	AGREEMENT-D	4105	0004	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/04/2013	AGREEMENT-D	4111	0016	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/04/2013	AGREEMENT-D	4111	0030	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/16/2013	AGREEMENT-D	4114	0178	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/18/2013	AGREEMENT-D	4116	0088	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/18/2013	AGREEMENT-D	4116	0105	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/23/2013	AGREEMENT-D	4117	0145	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/29/2013	AGREEMENT-D	4119	0195	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/15/2013	AGREEMENT-D	4125	0304	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANT RIGHTS
RYAN HOMES	05/15/2013	AGREEMENT-D	4125	0326	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/22/2013	AGREEMENT-D	4128	0215	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	06/12/2013	AGREEMENT-D	4136	0266	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	06/13/2013	AGREEMENT-D	4137	0015	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/09/2013	AGREEMENT-D	4146	0033	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/23/2013	AGREEMENT-D	4151	0132	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/23/2013	AGREEMENT-D	4151	0141	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/30/2013	AGREEMENT-D	4154	0105	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/09/2013	AGREEMENT-D	4158	0177	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANT RIGHTS
RYAN HOMES	08/26/2013	AGREEMENT-D	4164	0162	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/05/2013	AGREEMENT-D	4169	0098	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/16/2013	AGREEMENT-D	4173	0083	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/23/2013	AGREEMENT-D	4175	0102	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/30/2013	AGREEMENT-D	4178	0161	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	10/18/2013	AGREEMENT-D	4185	0312	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	12/09/2013	AGREEMENT-D	4204	0244	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	12/31/2013	AGREEMENT-D	4214	0041	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	02/11/2014	AGREEMENT-D	4226	0208	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHT
RYAN HOMES	02/25/2014	AGREEMENT-D	4230	0209	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/20/2014	AGREEMENT-D	4239	0062	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/07/2014	AGREEMENT-D	4257	0273	
IACONO LEONARD MEM					
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
...	05/12/2014	AGREEMENT-D	4259	0163	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/12/2014	AGREEMENT-D	4259	0181	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/21/2014	AGREEMENT-D	4263	0139	

NVR INC	05/29/2014	AGREEMENT-D	4266	0080	PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	06/16/2014	AGREEMENT-D	4272	0151	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	06/16/2014	AGREEMENT-D	4272	0175	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/06/2014	AGREEMENT-D	4292	0264	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/28/2014	AGREEMENT-D	4300	0259	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/24/2015	AGREEMENT-D	4424	0111	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	12/02/2015	AGREEMENT-D	4477	0101	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	12/21/2015	AGREEMENT-D	4485	0061	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	12/30/2015	AGREEMENT-D	4489	0085	
NVR INC					PART ASG OF DECLA RIGHTS 3227-1
RYAN HOMES	01/19/2016	AGREEMENT-D	4496	0149	
NVR INC					PART ASG OF DECLA RIGHTS 3227-1
RYAN HOMES	02/22/2016	AGREEMENT-D	4508	0107	
NVR INC					PART AGS OF SPECIAL DECLARANTS RIGHTS
NVR INC	03/17/2016	AGREEMENT-D	4518	0001	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/22/2016	AGREEMENT-D	4518	0304	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/29/2016	AGREEMENT-D	4522	0039	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/29/2016	AGREEMENT-D	4522	0047	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/12/2016	AGREEMENT-D	4541	0032	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	05/12/2016	AGREEMENT-D	4541	0040	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC	05/23/2016	AGREEMENT-D	4545	0237	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/27/2016	AGREEMENT-D	4574	0046	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/10/2016	AGREEMENT-D	4580	0209	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/15/2016	AGREEMENT-D	4582	0007	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/25/2016	AGREEMENT-D	4586	0040	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/26/2016	AGREEMENT-D	4586	0214	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/27/2016	AGREEMENT-D	4600	0129	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/28/2016	AGREEMENT-D	4601	0093	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	09/29/2016	AGREEMENT-D	4601	0256	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	10/06/2016	AGREEMENT-D	4606	0112	
NVR INC					PARTIAL ASSIGNMENT OF DECLARANTS RIGHTS
RYAN HOMES	11/30/2016	AGREEMENT-D	4630	0053	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	01/19/2017	AGREEMENT-D	4653	0114	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
DEL-BROCK BUILDERS L L C	02/03/2017	AGREEMENT-D	4660	0212	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS 3227-1
RYAN HOMES	02/28/2017	AGREEMENT-D	4671	0268	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	03/21/2017	AGREEMENT-D	4681	0069	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	04/12/2017	AGREEMENT-D	4692	0284	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	06/07/2017	AGREEMENT-D	4719	0180	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	06/14/2017	AGREEMENT-D	4723	0020	
NVR INC					PARTIAL ASG OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	07/17/2017	AGREEMENT-D	4738	0107	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC	08/02/2017	AGREEMENT-D	4746	0264	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/02/2017	AGREEMENT-D	4746	0275	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	08/24/2017	AGREEMENT-D	4757	0287	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLA RIGHTS
RYAN HOMES	08/30/2017	AGREEMENT-D	4760	0253	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	10/02/2017	AGREEMENT-D	4777	0101	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
RYAN HOMES	10/11/2017	AGREEMENT-D	4782	0027	
NVR INC					PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
CLOVER DEVELOPMENT LLC	10/20/2017	AGREEMENT-D	4786	0319	

NVR INC RYAN HOMES	10/25/2017	AGREEMENT-D	4788	0237	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC RYAN HOMES	11/01/2017	AGREEMENT-D	4792	0194	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC RYAN HOMES	11/13/2017	AGREEMENT-D	4798	0100	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC RYAN HOMES	11/20/2017	AGREEMENT-D	4802	0115	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC RYAN HOMES	12/13/2017	AGREEMENT-D	4813	0058	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC RYAN HOMES	01/03/2018	AGREEMENT-D	4823	0233	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
NVR INC RYAN HOMES	01/18/2018	AGREEMENT-D	4829	0100	PARTIAL ASSIGNMENT OF SPECIAL DECLARANTS RIGHTS
WILMINGTON SAVINGS FUND SOCIETY FSB	12/21/2012	ASSIGNMENT-M	13376	0296	ASG OF RENTS LEASES AND SALES CONTRACTS
WILMINGTON SAVINGS FUND SOCIETY FSB	12/21/2012	ASSIGNMENT-M	13376	0305	COLLATERAL ASG OF AGREE
SUSQUEHANNA BANK CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	04/30/2014	ASSIGNMENT-M	14278	0126	ASSIGNMENT OF RIGHTS
...	01/10/2013	DECLARATION-D	4085	0023	NINETEENTH AMEND TO DECL 4077-124
CHANTLER PAUL MEM EAGLES BLUFF VILLAGE CONDOMINIUM	01/25/2013	DECLARATION-D	4089	0001	TWENTIETH AMEND TO DECL 3721-269
...	02/13/2013	DECLARATION-D	4094	0231	TWENTY-FIRST AMEND TO DECL 3721-269
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	03/06/2013	DECLARATION-D	4101	0322	TWENTY-SECOND AMEND TO DECL 3721-269
...	03/28/2013	DECLARATION-D	4108	0234	TWENTY-THIRD AMEND TO DECL 4077-124
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	04/24/2013	DECLARATION-D	4117	0256	TWENTY-FOURTH AMEND TO DECL 4077-124
...	05/08/2013	DECLARATION-D	4123	0166	TWENTY-FIFTH AMEND TO DECL 4077-124
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	06/04/2013	DECLARATION-D	4133	0069	TWENTY-SIXTH AMEND TO DECL 4077-124
...	06/13/2013	DECLARATION-D	4136	0330	TWENTY-SEVENTH AMEND TO DECL 3721-269
CHANTLER PAUL MEM CLOVER DEVELOPMENT LLC	07/10/2013	DECLARATION-D	4146	0147	TWENTY-EIGHTH AMENDMENT TO DECL 4077-124
...	07/23/2013	DECLARATION-D	4151	0125	TWENTY-NINTH AMEND TO DECL 4077-124
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	08/27/2013	DECLARATION-D	4165	0003	THIRTIETH AMEND TO DECL 3721-269
...	09/05/2013	DECLARATION-D	4169	0024	THIRTY-FIRST AMEND TO DECL 4077-124
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	09/27/2013	DECLARATION-D	4177	0157	THIRTY-SECOND AMEND TO DECL 4077-124
...	10/15/2013	DECLARATION-D	4184	0083	THIRTY-THIRD AMEND TO DECL 4077-124
CHANTLER PAUL MEM CLOVER DEVELOPMENT LLC	11/08/2013	DECLARATION-D	4193	0160	THIRTY-FOURTH AMEND TO DECL 4077-124
...	11/13/2013	DECLARATION-D	4194	0195	THIRTY-FIFTH AMEND TO DECL 3721-269
CHANTLER PAUL MEM EAGLES BLUFF VILLAGE CONDOMINIUM	12/13/2013	DECLARATION-D	4206	0276	THIRTY-SIXTH AMEND TO DECL 3721-269
...	01/10/2014	DECLARATION-D	4217	0088	THIRTY-SEVENTH AMEND TO DECL 4077-124
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	03/12/2014	DECLARATION-D	4235	0311	THIRTY-EIGHTH AMEND TO DECL 3721-294
...	03/25/2014	DECLARATION-D	4241	0001	THIRTY- NINTH AMEND TO DECL 3721-269
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	05/19/2014	DECLARATION-D	4262	0120	FORTIETH AMEND TO DECL 4077-124

CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	07/17/2014	DECLARATION-D	4284	0178	FORTY-FIRST AMEND TO DECL 3721-269
EAGLES BLUFF VILLAGE CONDOMINIUM IACONO LEONARD MEM ...	07/29/2014	DECLARATION-D	4288	0237	FORTY-SECOND AMEND TO DECL 3721-269
CLOVER DEVELOPMENT LLC CONCORD POINT VILLAGE CONDOMINIUM ...	07/29/2014	DECLARATION-D	4288	0274	FOURTH AMEND TO AMENDED AND RESTATED DECL 4077-128
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	08/22/2014	DECLARATION-D	4298	0298	FORTY- FOURTH AMEND TO DECL 4077-124
EAGLES BLUFF VILLAGE CONDOMINIUM IACONO LEONARD MEM ...	09/23/2014	DECLARATION-D	4310	0233	FORTY-FIFTH AMEND TO DECL 4077-124
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC ...	10/10/2014	DECLARATION-D	4318	0205	SECOND AMEND TO DECL 4148-228
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC ...	10/10/2014	DECLARATION-D	4318	0213	AMEND TO DECL 3858-75
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	10/15/2014	DECLARATION-D	4320	0001	AMEND TO DECL 3721-269
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	10/22/2014	DECLARATION-D	4322	0231	FORTY-SIXTH AMEND TO DECL 4077-124
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	12/08/2014	DECLARATION-D	4339	0137	FORTY-SEVENTH AMEND TO DECL 4077-124
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	07/17/2015	DECLARATION-D	4422	0093	THIRD AMEND TO AMENDED & RESTATED DECL 3858-75
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC CHANTLER PAUL MEM	11/03/2015	DECLARATION-D	4466	0055	FOURTH AMEND TO DECL 4148-228
EAGLES BLUFF VILLAGE CONDOMINIUM ...	02/18/2016	DECLARATION-D	4507	0157	FORTY-EIGHTH AMEND TO DECL 4077-124
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	04/06/2016	DECLARATION-D	4525	0266	FIFTH AMEND TO DECL 4148-228
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC ...	04/19/2016	DECLARATION-D	4530	0272	SIXTH AMEND TO DECL 4148-228
CHANTLER PAUL MEM CONCORD POINT VILLAGE CONDOMINIUM ...	05/10/2016	DECLARATION-D	4539	0319	SEVENTH AMEND TO DECL 4077-128
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	05/20/2016	DECLARATION-D	4544	0187	FORTY-NINTH AMEND TO DECL 3721-269
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC CLOVER DEVELOPMENT LLC	06/10/2016	DECLARATION-D	4554	0039	EIGHTH AMEND TO DECL 4148-228
EAGLES BLUFF VILLAGE CONDOMINIUM ...	06/20/2016	DECLARATION-D	4557	0339	FIFTIETH AMEND TO DECL 4077-124
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	06/22/2016	DECLARATION-D	4559	0206	NINTH AMEND TO DECL 4148-228
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	08/26/2016	DECLARATION-D	4586	0207	TENTH AMEND TO AMEND AND RESTATED DECL 3858-75
EAGLES BLUFF VILLAGE CONDOMINIUM IACONO LEONARD MEM ...	10/21/2016	DECLARATION-D	4613	0001	FIFTY-SECOND AMEND TO DECL 4077-124
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC ...	11/14/2016	DECLARATION-D	4622	0010	TWELFTH AMEND TO DECL 3858-75
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	11/14/2016	DECLARATION-D	4622	0020	FIFTY-THIRD AMEND TO DECL 3721-269
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM ...	12/05/2016	DECLARATION-D	4632	0125	FIFTY-FOURTH AMEND TO DECL 4077-124
CONCORD POINT VILLAGE CONDOMINIUM IACONO LEONARD MEM ...	12/05/2016	DECLARATION-D	4632	0135	THIRTEENTH AMEND TO DECL 4148-228

CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	01/05/2017	DECLARATION-D	4647	0153	FOURTEENTH AMEND TO DECL 4148-228
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	01/05/2017	DECLARATION-D	4647	0160	FIFTEENTH AMEND TO AMENDED RESTATED DECL 4148-228
EAGLES BLUFF VILLAGE CONDOMINIUM IACONO MICHAEL MEM	02/22/2017	DECLARATION-D	4668	0107	FIFTY-SIXTH AMEND TO DECL 3721-269
...					
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	04/13/2017	DECLARATION-D	4693	0128	SIXTEENTH AMEND TO DECL 3858-75
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	05/18/2017	DECLARATION-D	4709	0280	SEVENTEENTH AMEND TO DECL 4148-228
CONCORD POINT VILLAGE CONDOMINIUM MILLWOOD ACQUISITIONS LLC	06/13/2017	DECLARATION-D	4721	0329	EIGHTEENTH AMEND TO AMENDED & RESTATED DECL 4148-228
CONCORD POINT VILLAGE CONDO MILLWOOD ACQUISITIONS LLC	07/12/2017	DECLARATION-D	4736	0194	NINETEENTH AMEND TO THE AMENDED AND RESTATED DECL 4148-228
CONCORD POINT VILLAGE CONDOMINIUM IACONO LEONARD MEM	08/18/2017	DECLARATION-D	4754	0306	TWENTIETH AMEND TO THE AMENDED & RESTATED DECL OF CONDO 4148-258
...					
EAGLES BLUFF VILLAGE CONDOMINIUM IACONO LEONARD MEM	08/31/2017	DECLARATION-D	4761	0166	FIFTY-EIGHTH AMEND TO DECL 3721-269
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	09/29/2017	DECLARATION-D	4776	0022	TWENTY-FIRST AMEND TO THE AMENDED & RESTATED DECL 4148-228
...					
CLOVER DEVELOPMENT LLC EAGLES BLUFF VILLAGE CONDOMINIUM	10/17/2017	DECLARATION-D	4784	0329	FIFTY-NINTH AMEND TO DECL 4077-124
...					
EAGLES BLUFF VILLAGE CONDOMINIUM IACONO LEONARD MEM	10/20/2017	DECLARATION-D	4786	0231	SIXTIETH AMEND TO DECL 4077-124
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	10/25/2017	DECLARATION-D	4788	0161	TWENTY-SECOND AMEND TO AMENDED AND RESTATED DECL 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	11/30/2017	DECLARATION-D	4806	0161	TWENTY-THIRD AMEND TO DECL 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	01/03/2018	DECLARATION-D	4823	0176	TWENTY-FOURTH AMEND TO AMENDED AND RESTATED DECL OF CONDO 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	01/19/2018	DECLARATION-D	4829	0185	TWENTY-FIFTH AMEND TO DECL 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	01/25/2018	DECLARATION-D	4832	0045	TWENTY-SIXTH AMEND TO THE AMEND & RESTATED DECL 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	03/06/2018	DECLARATION-D	4850	0001	TWENTY-EIGHTH AMEND TO AMENDED AND RESTATED DECL 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	03/15/2018	DECLARATION-D	4854	0273	TWENTY-NINTH AMEND TO DECL 3858-75
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	03/26/2018	DECLARATION-D	4859	0074	THIRTIETH AMEND TO THE AMENDED & RESTATED DECL 4148-228
...					
CONCORD POINT VILLAGE CONDOMINIUM IACONO MICHAEL MEM	04/17/2018	DECLARATION-D	4872	0056	THIRTY-FIRST AMEND TO THE AMENDED AND RESTATED DECL 4148-228
...					
KLIPPENSTEIN KIMBERLI	01/16/2013	DEEDS-D	4086	0183	MLB UNIT-33 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
CASAMILO LLC	01/16/2013	DEEDS-D	4086	0210	MLB UNIT-70
DANIEL JUSTIN W	01/28/2013	DEEDS-D	4089	0123	MLB UNIT-68 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
STAMIDIS PATRICIA	02/21/2013	DEEDS-D	4097	0187	MLB UNIT-38 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
HIVELY BROCK R	02/25/2013	DEEDS-D	4098	0074	MLB UNIT-40 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HIVELY TAMARA J					

WITHERSPOON CHESTER H	03/06/2013	DEEDS-D	4101	0307	MLB UNIT-23 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
WILLCOX FRANKLIN R WILLCOX JANE G	03/08/2013	DEEDS-D	4102	0225	MLB UNIT-76 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
NOWACKI JESSICA A	04/29/2013	DEEDS-D	4119	0095	MLB UNIT-74 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
COHEN CAROL	05/22/2013	DEEDS-D	4128	0287	MLB UNIT-51 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HAMMOND ANGELA L CAMPBELL TIFFANY L	05/23/2013	DEEDS-D	4129	0055	MLB UNIT-16 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
RYAN JOHN B	05/28/2013	DEEDS-D	4129	0326	MLB UNIT-79 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
MILLER JUDITH L MILLER KENNETH	05/28/2013	DEEDS-D	4130	0001	MLB UNIT-66 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
MARTIN RACHEL S	06/07/2013	DEEDS-D	4135	0035	MLB UNIT-42
RILEY ROBERT R JR	06/21/2013	DEEDS-D	4140	0168	MLB UNIT-28 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
TEMPLE KATHY S	07/03/2013	DEEDS-D	4144	0310	MLB UNIT-83 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
CASAMILO LLC	07/08/2013	DEEDS-D	4145	0196	MLB UNIT-80 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
ROMAINE MICHELE	07/11/2013	DEEDS-D	4147	0001	MLB UNIT-64 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
ELLETT MARGARET IACONO LEONARD MEM	07/23/2013	DEEDS-D	4151	0174	MLB UNIT-84 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
PORT LINDA A	07/23/2013	DEEDS-D	4151	0182	MLB UNIT-81 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HOWARD RALPH M JR HOWARD VANESSA W	07/23/2013	DEEDS-D	4151	0190	MLB UNIT-14 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
LAWRENCE HANNAH	08/05/2013	DEEDS-D	4156	0292	MLB UNIT-45 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
LUBINIECKI STEPHANIE ANN PRUITT BRENT THOMAS	08/19/2013	DEEDS-D	4161	0214	MLB UNIT-82 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
FINKENAUER MARGARET S FINKENAUER WAYNE M	09/05/2013	DEEDS-D	4169	0012	MLB UNIT-75 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
CHEUNG LILY WONG CHEE-MING	09/05/2013	DEEDS-D	4169	0048	MLB UNIT-19 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
PARSONS LINDA J GILLIAM BRANDA E	09/11/2013	DEEDS-D	4171	0229	MLB UNIT-67 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
GILLIAM EVERTT E	09/13/2013	DEEDS-D	4172	0174	MLB UNIT-11 EAGLES BLUFF VILLAGE CONDO
PENNSY SUPPLY INC HELMCAMP JAMES M	09/27/2013	DEEDS-D	4177	0287	MLB UNIT-72 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HELMCAMP KAREN L	10/02/2013	DEEDS-D	4179	0099	MLB UNIT-26 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
STAKIAS GEORGE JOHN AGYEI YEBOAH FRANK	10/21/2013	DEEDS-D	4186	0299	MLB UNIT-20 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
AGYEI YEBOAH FRANK ...	10/21/2013	DEEDS-D	4186	0310	MLB UNIT-20 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
RIBINSKY PATTI L	11/15/2013	DEEDS-D	4195	0286	MLB UNIT-78 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
KIRK NORMAN R	12/13/2013	DEEDS-D	4207	0009	MLB UNIT-12 EAGLES BLUFF VILLAGE CONDO
ANTCZAK RICHARD W JARSULIC PATRICIA A	12/18/2013	DEEDS-D	4208	0163	MLB UNIT-5 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
JARSULIC THOMAS G	12/19/2013	DEEDS-D	4209	0116	MLBUNIT-7 EAGLES BLUFF VILLAGE CONDO
PRIBBLE TERRY ROBIN TR TERRY ROBIN PRIBBLE REVOCABLE TRUST THE	12/20/2013	DEEDS-D	4210	0064	MLB UNIT-8 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HENDRICKSON MARK WILSON ANNE L	12/20/2013	DEEDS-D	4210	0081	MLB UNIT-10 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
WILSON STEPHEN D KRAUSS ALEXSANDRA M	01/06/2014	DEEDS-D	4215	0187	MLB UNIT-86 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
KRAUSS PAUL R III PATEL ARCHIT	02/11/2014	DEEDS-D	4226	0217	MLB UNIT-22 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
PATEL JAHNVI LI HONGMEI	03/20/2014	DEEDS-D	4239	0044	MLB UNIT-18 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
YIAP ALEX ZHEMIN FOX JOSHUA W	03/24/2014	DEEDS-D	4240	0214	MLB UNIT-24 EAGLES BLUFF VILLAGE CONDO
FOX KELLY L MIERCZAK PHILIP	03/25/2014	DEEDS-D	4241	0008	MLB UNIT-41 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
MIERCZAK RENEE	05/29/2014	DEEDS-D	4266	0108	MLB UNIT-17 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HASKINS TIFFANY A	06/05/2014	DEEDS-D	4269	0193	MLB UNIT-37 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD

LOGAN CHERYL J	06/16/2014	DEEDS-D	4272	0166	MLB UNIT-21 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
NOCK TARA M					
NOCK TRAVIS S	07/29/2014	DEEDS-D	4288	0244	MLB UNIT-63 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
MILLER EBONY L	07/29/2014	DEEDS-D	4288	0253	MLB UNIT-6 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
LLOYDWOOD KRISTEN LEE					
LLYOD WOOD KRISTEN LEE					
...	07/29/2014	DEEDS-D	4288	0262	MLB UNIT-57 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
CLARK SUSAN L					
CLARK WAYNE	08/12/2014	DEEDS-D	4294	0152	MLB UNIT-44 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
IACONO KIM	09/17/2014	DEEDS-D	4308	0141	MLB UNIT-13 EAGLES BLUFF VILLAGE CONDOMINIUM AT THE VILLAGES OF MILLWOOD
KUSER GARY S					
KUSER MONICA L	09/23/2014	DEEDS-D	4310	0249	MLB UNIT-60 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
EBBINGER DONALD R	11/07/2014	DEEDS-D	4328	0222	MLB UNIT-71 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
HULL CORINNE J	12/22/2014	DEEDS-D	4346	0133	MLB UNIT-25 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
GORECKI MEGAN E	04/01/2015	DEEDS-D	4379	0080	MLB UNIT-39 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
GALE ELYNE M					
GALE TYRONE S JR	12/04/2015	DEEDS-D	4479	0047	MLB UNIT-15 THE CONCORD POINT VILLAGE CONDO
BELMONT LATISHA D DISMUKE					
DISMUKE BELMONT LATISHA D					
...	02/26/2016	DEEDS-D	4508	0331	MLB UNIT-69 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
PETROVICH LINDA L	04/06/2016	DEEDS-D	4525	0275	MLB UNIT-13 THE CONCORD POINT VILLAGE CONDO
CARLO LINDA J	04/06/2016	DEEDS-D	4525	0283	MLB UNIT-8 THE CONCORD POINT VILLAGE CONDO
MEYER CHRISTINE A					
MEYER JOHN R JR	04/19/2016	DEEDS-D	4530	0290	MLB UNIT-9 THE CONCORD POINT VILLAGE CONDO
HOLLAND JACQUELINE D	05/17/2016	DEEDS-D	4543	0035	MLB UNIT-10 THE CONCORD POINT VILLAGE CONDO
JAMES DUNIA R	06/07/2016	DEEDS-D	4552	0083	MLB UNIT-49 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
TWILLEY DONALD R					
TWILLEY PAMELA A	06/17/2016	DEEDS-D	4557	0245	MLB UNIT-12 CONCORD POINT VILLAGE CONDO
POPPEL GERHARD J					
POPPEL VALERIE D	06/22/2016	DEEDS-D	4559	0201	MLB UNIT-226 THE CONCORD POINT VILLAGE CONDO
SPEARS OLGA D	06/23/2016	DEEDS-D	4560	0088	MLB UNIT-85 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
CAMPBELL TAMARON					
DIGNOTI DAVIDE	07/06/2016	DEEDS-D	4565	0082	MLB UNIT-61 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
LITTEN HARRY E					
LITTEN JILL E	08/22/2016	DEEDS-D	4584	0111	MLB UNIT-227 CONCORD POINT VILLAGE CONDO
LOSITO SAMUEL J JR					
MARVEL BARBARA L	08/26/2016	DEEDS-D	4586	0228	MLB UNIT-11 CONCORD POINT VILLAGE CONDO
CHRZANOWSKI KAREN M					
CHRZANOWSKI MICHAEL D	09/29/2016	DEEDS-D	4601	0246	MLB UNIT-55 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
GOLDEN CAROL	10/06/2016	DEEDS-D	4606	0094	MLB UNIT-88 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
CLEMENTS LAUREN A					
DAMATO ANGELINA M	10/20/2016	DEEDS-D	4611	0277	MLB UNIT-11 CONCORD POINT VILLAGE AT THE VILLAGES OF MILLWOOD
ABACHNOU FAICAL	11/16/2016	DEEDS-D	4623	0166	MLB UNIT-1 CONCORD POINT VILLAGE CONDO
WOODARD SHIKINAH G	11/23/2016	DEEDS-D	4627	0244	MLB UNIT-34 CONCORD POINT VILLAGE AT THE VILLAGES OF MILLWOOD
CAPO DIANA J	12/01/2016	DEEDS-D	4630	0173	MLB UNIT-224 CONCORD POINT VILLAGE CONDO
HAMM DAVID J	12/06/2016	DEEDS-D	4632	0321	MLB UNIT-87 EAGLES BLUFF VILLAGE CONDO
GORE BERYL K					
GORE YVONNE G	12/08/2016	DEEDS-D	4634	0099	MLB UNIT-31 CONCORD POINT VILLAGE CONDO
ADAMS BRYAN C	12/12/2016	DEEDS-D	4635	0176	MLB UNIT-73 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
FISHER MELCOLM J					
HALLIDAY TIFFANY M	01/09/2017	DEEDS-D	4649	0035	MLB UNIT-15 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
WALKER PATRICIA M	01/09/2017	DEEDS-D	4649	0128	MLB UNIT-28 CONCORD POINT VILLAGE AT THE VILLAGES OF MILLWOOD
BRUCE BENSON B	01/17/2017	DEEDS-D	4652	0071	MLB UNIT-9 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
LEISTER KATIE	02/24/2017	DEEDS-D	4670	0028	MLB UNIT-62 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
ROULIS ELEANOR	02/28/2017	DEEDS-D	4671	0094	MLB UNIT-30 CONCORD POINT VILLAGE CONDO
MAGUIRE GEORGE					
YUHAS MELISSA	04/13/2017	DEEDS-D	4693	0139	MLB UNIT-19 CONCORD POINT VILLAGE CONDO
MACMILLAN JOANN					
MACMILLAN MICHAEL	05/19/2017	DEEDS-D	4710	0179	MLB UNIT-6 CONCORD POINT VILLAGE CONDO
SLAWTER MARY Z					
SLAWTER WILLIAM R	05/19/2017	DEEDS-D	4710	0191	MLB UNIT-7 CONCORD POINT VILLAGE CONDO
DISCIULLO NICHOLAS	06/19/2017	DEEDS-D	4723	0067	MLB UNIT-90 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD

BORTZ DARRYL K BORTZ DEBORAH L HU YAFANG	06/22/2017	DEEDS-D	4727	0014	MLB UNIT-219 CONCORD POINT VILLAGE CONDO
HUANG WAN XIN CAMACHO AMANDA COLLINS BRANDON	07/12/2017	DEEDS-D	4736	0204	MLB UNIT-2 CONCORD POINT VILLAGE CONDO
	07/21/2017	DEEDS-D	4741	0149	MB UNIT-5 CONCORD POINT VILLAGE CONDO
FOSTER ROBERT S	08/23/2017	DEEDS-D	4757	0023	MLB UNIT-225 CONCORD POINT VILLAGE AT THE VILLAGES OF MILLWOOD
KELLAGHER LORI	08/24/2017	DEEDS-D	4758	0037	MLB UNIT-222 CONCORD POINT VILLAGE CONDO
JOWDER ANDREW JR POWELL STANLEY RYAN HOMES	08/30/2017	DEEDS-D	4761	0007	MLB UNIT-3 CONCORD POINT VILLAGE CONDO
	09/07/2017	DEEDS-D	4764	0289	MLB UNIT-89 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
PENDLETON CHRISTINE M SANDERS ANNA SANDERS HARRY	09/08/2017	DEEDS-D	4765	0261	MLB UNIT-220 CONCORD POINT VILLAGE CONDO
REED ALFRED L REED GENESE S MUSE GREGORY MUSE SHINISE	10/05/2017	DEEDS-D	4779	0031	MLB UNIT-16 CONCORD POINT VILLAGE CONDO
	10/27/2017	DEEDS-D	4790	0009	MLB UNIT-3 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
	11/07/2017	DEEDS-D	4795	0166	MLB UNIT-25 CONCORD POINT VILLAGE CONDO
METZGER SASSAN BROWN DONNA J RIDGWAY STEPHEN G JR DE SOUSA SILVA DE SOUSA SILVA ...	11/13/2017	DEEDS-D	4797	0165	MLB UNIT-4 EAGLES BLUFF VILLAGE CONDO AT THE VILLAGES OF MILLWOOD
	11/13/2017	DEEDS-D	4797	0203	MLB UNIT-221 CONCORD POINT VILLAGE CONDO
	12/07/2017	DEEDS-D	4810	0232	MLB UNIT-23 CONCORD POINT VILLAGE CONDO
GLENTZ PAUL GRIM EMORY HOWARD JR GRIM MICHELE MAY	01/09/2018	DEEDS-D	4825	0041	MLB UNIT-32 CONCORD POINT VILLAGE CONDO
	01/22/2018	DEEDS-D	4830	0101	MLB UNIT-27 CONCORD POINT VILLAGE CONDO
SNEERINGER SHARON	01/23/2018	DEEDS-D	4831	0080	MLB UNIT-20 CONCORD POINT VILLAGE CONDO
WARRINGTON STACI	01/29/2018	DEEDS-D	4833	0188	MLB UNIT-21 CONCORD POINT VILLAGE CONDO
WILLIAMS LINDA ZORBIS ALEXANDER ZORBIS DIANE PAULEY STEVEN PAULEY WENDY	02/08/2018	DEEDS-D	4838	0341	MLB UNIT-33
	02/13/2018	DEEDS-D	4840	0218	MLB UNIT-14 CONCORD POINT VILLAGE CONDO
	02/20/2018	DEEDS-D	4843	0089	MLB UNIT-22 CONCORD POINT VILLAGE CONDO
BUSKINA JULIA	03/06/2018	DEEDS-D	4850	0131	MLB UNIT-18 CONCORD POINT VILLAGE
MOSES DIANE	03/15/2018	DEEDS-D	4854	0336	MLB UNIT-29 CONCORD POINT VILLAGES OF MILLWOOD
CONFORTI RACHEL BEATTY CLARK M LEMIEUX JULIE PARKER ...	04/02/2018	DEEDS-D	4853	0312	MLB UNIT-26 CONCORD POINT VILLAGE
	04/19/2018	DEEDS-D	4878	0271	MLB UNIT-17
WILMINGTON SAVINGS FUND SOCIETY FSB	12/21/2012	FINANCING STATEMENT	0121	0226	IRREV POWER OF ATTY COUP WITH AN INTEREST
SANDERS HARRY	10/05/2017	MISCELLANEOUS-I	1352	0345	DH
WILMINGTON SAVINGS FUND SOCIETY FSB	12/21/2012	MORTGAGE	13376	0267	DH UNIT-77 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	01/22/2013	MORTGAGE	13437	0189	DH UNIT-74 EAGLES BLUFF VILLAGE
NVR INC	02/11/2013	MORTGAGE	13480	0283	DH UNIT-79 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	02/13/2013	MORTGAGE	13487	0321	DH UNIT-51 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	02/20/2013	MORTGAGE	13500	0211	DH UNIT-16 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	02/25/2013	MORTGAGE	13509	0069	DH UNIT-66 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	03/05/2013	MORTGAGE	13527	0097	DH UNIT-28 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	03/05/2013	MORTGAGE	13527	0121	DH UNIT-42 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
IACONO LEONARD MEM NVR INC	03/18/2013	MORTGAGE	13553	0302	DH UNIT-84 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	04/04/2013	MORTGAGE	13593	0188	DH UNIT-83 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	04/04/2013	MORTGAGE	13593	0193	DH UNIT-80 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	04/16/2013	MORTGAGE	13621	0198	DH UNIT-64 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	04/18/2013	MORTGAGE	13629	0213	DH UNIT-81 EAGLES BLUFF VILLAGES AT THE VILLAGES OF MILLWOOD
NVR INC	04/18/2013	MORTGAGE	13629	0218	DH UNIT-14 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	04/23/2013	MORTGAGE	13636	0154	

NVR INC RYAN HOMES	04/29/2013	MORTGAGE	13647	0312	DH UNIT-45 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/15/2013	MORTGAGE	13686	0332	DH UNIT-82 EAGLES BLUFF AT THE VILLAGES OF MILLWOOD
NVR INC	05/15/2013	MORTGAGE	13687	0047	DH UNIT-75 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/22/2013	MORTGAGE	13703	0249	DH UNIT-11 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	06/12/2013	MORTGAGE	13754	0342	DH UNIT-19 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	06/13/2013	MORTGAGE	13755	0323	DH UNIT-67 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	07/09/2013	MORTGAGE	13811	0135	DH UNIT-72
NVR INC	07/23/2013	MORTGAGE	13839	0304	DH UNIT-20 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	07/23/2013	MORTGAGE	13839	0312	DH UNIT-26 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	07/30/2013	MORTGAGE	13855	0343	DH UNIT-10 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/09/2013	MORTGAGE	13882	0029	DH UNIT-78 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/26/2013	MORTGAGE	13910	0260	DH UNIT-24 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	09/05/2013	MORTGAGE	13934	0110	DH UNIT-12 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	09/16/2013	MORTGAGE	13952	0147	DH UNIT-7&86 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	09/23/2013	MORTGAGE	13962	0288	DH UNIT-5
NVR INC	09/30/2013	MORTGAGE	13975	0234	DH UNIT-8 EAGLES BLUFF VILLAGE AT THE VILLAGE OF MILLWOOD
NVR INC RYAN HOMES	10/18/2013	MORTGAGE	14011	0343	DH UNIT-22 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	12/09/2013	MORTGAGE	14089	0159	DH UNIT-18 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	12/31/2013	MORTGAGE	14123	0245	DH UNIT-41 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	02/11/2014	MORTGAGE	14175	0316	DAG UNIT-37 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	02/25/2014	MORTGAGE	14192	0080	DH UNIT-17 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	03/20/2014	MORTGAGE	14223	0083	DH UNIT-21 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/07/2014	MORTGAGE	14291	0205	DH UNIT-57 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/12/2014	MORTGAGE	14295	0198	DH UNIT-63 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/12/2014	MORTGAGE	14295	0248	DH UNIT-6 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/21/2014	MORTGAGE	14310	0139	DH UNIT-44 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/29/2014	MORTGAGE	14319	0296	DH UNIT-39 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	06/16/2014	MORTGAGE	14343	0022	DH UNIT-13 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	06/16/2014	MORTGAGE	14343	0107	MLB UNIT-60 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/06/2014	MORTGAGE	14420	0054	DH UNIT-71 EAGLES BLUFF VILLAGES AT THE VILLAGES OF MILLWOOD
NVR INC	08/28/2014	MORTGAGE	14451	0084	DH UNIT-25 EAGLES BLUFF VILLAGE
NVR INC	07/24/2015	MORTGAGE	14985	0079	DH UNIT-1 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	12/02/2015	MORTGAGE	15201	0053	DH UNIT-69 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	12/21/2015	MORTGAGE	15233	0027	DH UNIT-8 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	12/30/2015	MORTGAGE	15247	0154	DH UNIT-13 MILLWOOD
NVR INC RYAN HOMES	01/19/2016	MORTGAGE	15277	0258	DH L-9 CONCORD POINT AT THE VILLAGE OF MILLWOOD
NVR INC	02/22/2016	MORTGAGE	15330	0220	DH UNIT-10 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	03/17/2016	MORTGAGE	15374	0044	DH UNIT-12 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	03/22/2016	MORTGAGE	15378	0340	DH UNIT-49 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	03/29/2016	MORTGAGE	15393	0063	DH UNIT-85 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	03/29/2016	MORTGAGE	15391	0068	DH UNIT-61 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	05/12/2016	MORTGAGE	15477	0272	DH UNIT-11 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	05/12/2016	MORTGAGE	15477	0326	DH UNIT-55 EAGLES VILLAGE AT THE VILLAGES OF MILLWOOD

NVR INC	05/23/2016	MORTGAGE	15497	0162	DH UNIT-4 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	07/27/2016	MORTGAGE	15624	0235	DH UNIT-9 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/03/2016	MORTGAGE	15639	0285	DH L-6&34
NVR INC	08/10/2016	MORTGAGE	15654	0100	DH UNIT-1 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	08/15/2016	MORTGAGE	15661	0154	DH UNIT-87 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/25/2016	MORTGAGE	15679	0345	DH UNIT-73 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/26/2016	MORTGAGE	15681	0313	DH UNIT-31 MILLWOOD
NVR INC	09/27/2016	MORTGAGE	15745	0150	DH UNIT-30 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	09/28/2016	MORTGAGE	15750	0023	DH UNIT-28 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	09/29/2016	MORTGAGE	15752	0020	DH UNIT-5 CONCORD POINT AT THE VILLAGES OF MILLWOOD
THIRTEEN STARS FUNDING LLC	10/05/2016	MORTGAGE	15765	0289	MLB UNIT-225 THE CONCORD POINT VILLAGE CONDO
THIRTEEN STARS FUNDING LLC	10/05/2016	MORTGAGE	15765	0295	MLB UNIT-224 THE CONCORD POINT VILLAGE CONDO
NVR INC	10/06/2016	MORTGAGE	15771	0219	DH UNIT-15 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	11/30/2016	MORTGAGE	15891	0271	DH UNIT-62 EAGLES BLUFF AT THE VILLAGES OF MILLWOOD
NVR INC	01/19/2017	MORTGAGE	16002	0135	DH UNIT-19 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	02/28/2017	MORTGAGE	16078	0195	DH UNIT-7 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	03/21/2017	MORTGAGE	16114	0221	DH UNIT-90 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC RYAN HOMES	04/12/2017	MORTGAGE	16158	0314	DH UNIT-2
NVR INC	05/09/2017	MORTGAGE	16207	0146	DH UNIT-3 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	06/07/2017	MORTGAGE	16272	0132	DH UNIT-89 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	06/14/2017	MORTGAGE	16284	0290	DH UNIT-16 CONCORD POINT AT THE VILLAGE OF MILLWOOD
NVR INC RYAN HOMES	07/17/2017	MORTGAGE	16348	0147	DH UNIT-3 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/02/2017	MORTGAGE	16374	0306	DH UNIT-4 EAGLES BLUFF VILLAGE AT THE VILLAGES OF MILLWOOD
NVR INC	08/02/2017	MORTGAGE	16374	0337	DH UNIT-25 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	08/24/2017	MORTGAGE	16416	0131	DH UNIT-24 VILLAGES OF MILLWOOD
NVR INC	08/30/2017	MORTGAGE	16426	0192	DH UNIT-23 MILLWOOD
NVR INC	10/02/2017	MORTGAGE	16484	0179	DH UNIT-32 MILLWOOD
NVR INC	10/11/2017	MORTGAGE	16504	0277	DH UNIT-20 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	10/20/2017	MORTGAGE	16524	0118	DH UNIT-27
NVR INC	10/25/2017	MORTGAGE	16528	0253	DH UNIT-33 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	11/01/2017	MORTGAGE	16546	0111	DH UNIT-21 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	11/13/2017	MORTGAGE	16571	0028	DH UNIT-14 CONCORD POINT AT THE VILLAGES MILLWOOD
NVR INC	11/20/2017	MORTGAGE	16586	0211	DH UNIT-22 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	12/13/2017	MORTGAGE	16632	0223	DH UNIT-18&29 CONCORD POINT AT THE VILLAGES OF MILLWOOD
NVR INC	01/03/2018	MORTGAGE	16670	0147	DH UNIT- 17 MILLWOOD
NVR INC	01/18/2018	MORTGAGE	16694	0023	DH UNIT-26 CONCORD POINT AT THE VILLAGES OF MILLWOOD
	05/08/2013	PLOT-P	0184	0084	MLB TWENTY-FOURTH AMEND TO DECLA PLAN
	07/23/2013	PLOT-P	0187	0051	MLB TWENTY-EIGHTH AMEND TO DECLA
	09/27/2013	PLOT-P	0189	0052	MLB
	12/13/2013	PLOT-P	0192	0093	MLB
	01/10/2014	PLOT-P	0193	0093	MLB THIRTY SIXTH AMEND TO DECLA
	05/19/2014	PLOT-P	0198	0093	THIRTY NINTH AMEND TO DECLA MLB
	07/17/2014	PLOT-P	0201	0021	MLB FORTIETH AMEND TO DECLA

	07/29/2014	PLOT-P	0201	0043	MLB FORTY FIRST AMEND TO CONDO DECL PLAN
	08/11/2014	PLOT-P	0202	0028	MLB PH 3
	09/23/2014	PLOT-P	0203	0062	MLB
	10/22/2014	PLOT-P	0205	0020	MLB
	05/21/2015	PLOT-P	0214	0035	OH
	11/03/2015	PLOT-P	0221	0079	MLB
	02/18/2016	PLOT-P	0225	0094	MLB
	04/06/2016	PLOT-P	0228	0008	FIFTH AMEND CONDO DECL PLAN
	04/19/2016	PLOT-P	0228	0087	SIXTH AMEND CONDO DECL PH 3 UNIT-9
	05/10/2016	PLOT-P	0230	0025	SEVENTH AMEND TO DECL MLB UNIT 10
	05/20/2016	PLOT-P	0230	0063	FORTY EIGHTH AMEND TO CONDO DECL MLB L-49
	06/09/2016	PLOT-P	0231	0083	MLB
	06/10/2016	PLOT-P	0232	0010	EIGHTH AMEND TO CONDO DECL PLAN MLB UNIT-12
	06/20/2016	PLOT-P	0232	0045	FORTY NINTH AMENDMENT TO CONDO DECL MLB
	08/26/2016	PLOT-P	0235	0043	TENTH AMEND TO CONDO DECL MLB UNIT-4&11
	09/23/2016	PLOT-P	0236	0041	FIFTIETH AMEND TO DECL MLB
	10/21/2016	PLOT-P	0237	0063	MLB
	11/14/2016	PLOT-P	0238	0032	TWELFTH AMEND TO DECL MLB
	11/14/2016	PLOT-P	0238	0033	FIFTY SECOND AMEND TO DECL MLB
	12/05/2016	PLOT-P	0239	0009	FIFTY THIRD AMEND TO DECL MLB
	12/05/2016	PLOT-P	0239	0010	THIRTEENTH AMEND TO DECL MLB UNIT-31
	01/05/2017	PLOT-P	0240	0061	FOURTEENTH AMEND TO DECL
	01/05/2017	PLOT-P	0240	0062	FIFTEENTH AMEND TO DECL
	01/13/2017	PLOT-P	0240	0084	MLB
	02/22/2017	PLOT-P	0242	0035	MLB
	04/13/2017	PLOT-P	0245	0055	SIXTEENTH AMEND TO CONDO DECL MLB UNIT-19
	05/18/2017	PLOT-P	0247	0008	SEVENTEENTH AMEND TO CONDO DECL MLB
	05/24/2017	PLOT-P	0247	0032	MLB
	07/12/2017	PLOT-P	0248	0085	NINETEENTH AMEND TO DECL MLB
	08/18/2017	PLOT-P	0250	0046	TWENTIETH AMEND CONDO DECL MLB
	08/31/2017	PLOT-P	0250	0078	FIFTY SEVENTH AMEND TO CONDO DECL MLB
	09/29/2017	PLOT-P	0252	0005	TWENTY FIRST AMEND TO CONDO DECL MLB
	10/17/2017	PLOT-P	0253	0004	FIFTY EIGHTH AMEND TO CONDO DECL MLB
	10/20/2017	PLOT-P	0253	0023	FIFTY NINTH AMEND TO CONDO DECL PLAN MLB
	10/25/2017	PLOT-P	0253	0045	TWENTY SECOND AMEND TO CONDO DECL MLB
	11/30/2017	PLOT-P	0254	0090	MLB
	01/03/2018	PLOT-P	0256	0063	TWENTY FOURTH AMEND CONDO DECL MLB
	01/19/2018	PLOT-P	0257	0009	TWENTY FIFTH AMEND CONDO DECL PLAN
	01/25/2018	PLOT-P	0257	0029	TWENTY SIXTH AMEND TO CONDO DECL MLB
	02/07/2018	PLOT-P	0257	0071	TWENTY SEVENTH AMEND CONDO DECL MLB
	03/06/2018	PLOT-P	0258	0044	TWENTY EIGHTH AMEND TO DECL MLB
	03/15/2018	PLOT-P	0258	0080	TWENTY-NINTH AMENDMENT CONDO DECL MLB
	03/26/2018	PLOT-P	0259	0033	THIRTIETH AMEND TO DECL MLB

	04/17/2018	PLOT-P	0260	0025	MLB
	07/23/2018	PLOT-P	0266	0011	MLB
MILLWOOD ACQUISITIONS LLC MITCHELL AVENUE ASSOCIATES LLC ...	10/10/2014	RESTRICTIONS-D	4318	0203	AMEND TO DECL OF COV COND & REST 4077-132
NVR INC	05/28/2013	SATISFACTION-S	0705	0133	MTG 13527-97
NVR INC	08/26/2016	SATISFACTION-S	0826	0284	MTG 15477-272
NVR INC	11/23/2016	SATISFACTION-S	0838	0278	MTG 13376-296

Millwood Acquisitions L.L.C.

Date	Name	Inst.	Book/Pg.	Description
		M	~~13376-267~~	→ sat
		ASC	~~13376-296~~	
		ASC	~~13376-305~~	
		FS	~~121-226~~	Exp

Mileham Avenue Associates LLC

$$11/12 - 12/21/12$$

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Rev. in Chair

Sussex County Recorder of Deeds Office

Scott Daile
Recorder of Deed

Non-Biddable Line Items are INCOMPLETE												
1	1	Name/Corporation	Document Type	Recorded Date	Book	Page	Property-First Entry Only	Document No	Recorded Time	Return Date	Tax Map#	BKCode
1	1	MILLWOOD ACQUISITION MORTGAGE		04/16/2013	13629	218	DE UNIT-81 EAGLES BLVD	2013-00015238	1:50 PM	5/15/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION AGREEMENT		12/21/2012	04077	135	ASSIGNMENT OF RIGHTS	2012-00047136	4:07 PM	1/16/2013	2-33 5.00	D
1	1	MILLWOOD ACQUISITION FINANCING STATEMENT		12/21/2012	00127	226		2012-00047139	4:07 PM	1/29/2013	2-33 5.00	U
1	1	MILLWOOD ACQUISITION ASSIGNMENT		12/21/2012	13376	296	ASG OF RENTS LEASES AND	2012-00047137	4:07 PM	1/25/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION MORTGAGE		12/21/2012	13376	267	DE	2012-00047135	4:07 PM	1/25/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION ASSIGNMENT		12/21/2012	13376	305	COLLATERAL ASG OF ASSETS	2012-00047138	4:07 PM	1/25/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION DECLARATION		01/16/2013	04085	23	KINETICITY AMEND TO DECL	2013-00007212	9:34 AM	2/12/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION DEEDS		01/16/2013	04086	183	DE UNIT-33 EAGLES BLVD	2013-00001960	10:29 AM	2/18/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION DEEDS		01/16/2013	04086	210	DE UNIT-70	2013-00001989	11:53 AM	2/18/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION AGREEMENT		01/22/2013	04087	339	PARTIAL ASSIGNMENT OF SR	2013-00002606	9:53 AM	2/18/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		01/22/2013	13437	189	DE UNIT-77 EAGLES BLVD	2013-00002607	9:53 AM	2/6/2013	2-33 5.00	N
1	1	MILLWOOD ACQUISITION DEEDS		01/28/2013	04089	123	DE UNIT-68 EAGLES BLVD	2013-00003377	9:41 AM	2/28/2013	2-33 5.00-	C
1	1	MILLWOOD ACQUISITION AGREEMENT		02/11/2013	04093	302	PARTIAL ASSIGNMENT OF SR	2013-00005347	9:38 AM	2/21/2013	233 5.00-	C
1	1	MILLWOOD ACQUISITION MORTGAGE		02/11/2013	13480	283	DE UNIT-74 EAGLES BLVD	2013-00005346	9:38 AM	2/21/2013	233 5.00-	N
1	1	MILLWOOD ACQUISITION AGREEMENT		02/13/2013	04094	277	PARTIAL ASSIGNMENT OF SR	2013-00005929	12:44 PM	3/8/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION DECLARATION		02/13/2013	04094	231	TWENTY-THREE AMEND TO DE	2013-00005987	10:48 AM	3/8/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		02/13/2013	13487	321	DE UNIT-79 EAGLES BLVD	2013-00005928	12:44 PM	2/22/2013	2-33 5.00	N
1	1	MILLWOOD ACQUISITION AGREEMENT		02/20/2013	04096	244	PARTIAL ASSIGNMENT OF SR	2013-00006753	10:47 AM	3/8/2013	233 5.00-	C
1	1	MILLWOOD ACQUISITION MORTGAGE		02/20/2013	13500	211	DE UNIT-51 EAGLES BLVD	2013-00006754	10:47 AM	2/28/2013	233 5.00-	N
1	1	MILLWOOD ACQUISITION DEEDS		02/21/2013	04097	187	DE UNIT-38 EAGLES BLVD	2013-00007038	1:53 PM	3/13/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		02/25/2013	13509	69	DE UNIT-16 EAGLES BLVD	2013-00007304	10:42 AM	3/11/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION DEEDS		02/25/2013	04098	74	DE UNIT-40 EAGLES BLVD	2013-00007330	11:14 AM	3/11/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION AGREEMENT		02/25/2013	04098	65	PARTIAL ASG OF SPECIAL DECL	2013-00007303	10:42 AM	3/11/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		03/05/2013	13527	97	DE UNIT-66 EAGLES BLVD	2013-00008577	11:04 AM	3/25/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION AGREEMENT		03/05/2013	04101	184	PARTIAL ASG OF SPECIAL DECL	2013-00008583	11:07 AM	3/21/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION AGREEMENT		03/05/2013	04101	175	PARTIAL ASG OF SPECIAL DECL	2013-00008578	11:04 AM	3/21/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		03/05/2013	13527	121	DE UNIT-28 EAGLES BLVD	2013-00008582	11:07 AM	3/25/2013	2-33 5.00	N
1	1	MILLWOOD ACQUISITION DECLARATION		03/06/2013	04101	322	TWENTY-SECOND AMEND TO D	2013-00008750	9:25 AM	3/26/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION DEEDS		03/06/2013	04101	307	DE UNIT-23 EAGLES BLVD	2013-00008739	9:14 AM	3/26/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION DEEDS		03/08/2013	04102	225	DE UNIT-76 EAGLES BLVD	2013-00009031	9:30 AM	3/26/2013	233 5.00-	C
1	1	MILLWOOD ACQUISITION AGREEMENT		03/18/2013	04105	4	PARTIAL ASG OF SPECIAL DECL	2013-00010220	9:45 AM	4/10/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		03/18/2013	13553	302	DE UNIT-42 EAGLES BLVD	2013-00010219	9:45 AM	4/10/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION MORTGAGE		04/04/2013	04111	30	PARTIAL ASG OF SPECIAL DECL	2013-00012867	9:15 AM	4/29/2013	2-33 5.00	C
1	1	MILLWOOD ACQUISITION MORTGAGE		04/04/2013	13593	193	DE UNIT-83 EAGLES BLVD	2013-00012866	9:15 AM	4/30/2013	2-33 5.00	D
1	1	MILLWOOD ACQUISITION AGREEMENT		04/04/2013	04111	16	PARTIAL ASG OF SPECIAL D	2013-00012863	9:07 AM	4/29/2013	2-33 5.00	D
1	1	MILLWOOD ACQUISITION MORTGAGE		04/04/2013	13593	188	DE UNIT-84 EAGLES BLVD	2013-00012862	9:07 AM	4/30/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION MORTGAGE		04/16/2013	13621	198	DE UNIT-80 EAGLES BLVD	2013-00014732	9:31 AM	5/8/2013	2-33 5.00	M
1	1	MILLWOOD ACQUISITION AGREEMENT		04/16/2013	04114	178	PARTIAL ASG OF SPECIAL DECL	2013-00014731	9:31 AM	5/8/2013	2-33 5.00	D
1	1	MILLWOOD ACQUISITION AGREEMENT		04/18/2013	04116	105	PARTIAL ASG OF SPECIAL DECL	2013-00015239	1:50 PM	6/10/2013	2-33 5.00	D

Millwood Acquisitions LLC

12/12 - Date (9/5/13)

Search Criteria:
 Dates->(Nov 07 1899 - Sep 10 2013)
 Main->Last/Entity-(MILLWOOD AC)
 Other->

Real Estate-Party Name Search Results Certified from Nov 07 1899 through Sep 06 2013

Sussex County Recorder of Deeds Office

Scott Dille

Recorder of Deed

--Non-Recordable Line Items are INCOMPLETE

1	1	Name/Corporation	Document Type	Recorded Date	Book	Page	Property-First Entry Only	Document No	Recorded Time	Return Date	Tax Map#	BKCode
M	2											
1	1	MILLWOOD ACQUISITION AGREEMENT		04/18/2013	04116	88	PART 189 OF SPECIAL DECL. 2013-00015235	1-43 PM	5/10/2013	233 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		04/18/2013	13629	213	DE UNIT-64 EAGLES BLUFF 2013-00015234	1:43 PM	5/15/2013	233 5.00		M
1	1	MILLWOOD ACQUISITION MORTGAGE		04/23/2013	13636	154	DE UNIT-14 EAGLES BLUFF 2013-00015740	10:06 AM	5/16/2013	2-33 5.00		M
1	1	MILLWOOD ACQUISITION AGREEMENT		04/23/2013	04117	145	PARTIAL ASSIGNMENT OF SE 2013-00015739	10:06 AM	5/15/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DECLARATION		04/24/2013	04117	256	TWENTY-FOURTH AMEND TO DE 2013-00015885	9:33 AM	5/16/2013	233 5.00		D
1	1	MILLWOOD ACQUISITION AGREEMENT		04/29/2013	04119	195	PARTIAL ASG OF SPECIAL IX 2013-00016520	10:43 AM	5/22/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		04/29/2013	13647	312	DE UNIT-45 EAGLES BLUFF 2013-00016521	10:43 AM	5/23/2013	2-33 5.00		M
1	1	MILLWOOD ACQUISITION MORTGAGE		04/29/2013	04119	95	MIL UNIT-74 EAGLES BLUFF 2013-00016473	9:30 AM	5/22/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		05/08/2013	04123	166	TWENTY-FIFTH AMEND TO DE 2013-00018151	9:57 AM	6/17/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DECLARATION		05/08/2013	00184	84	MIL TWENTY-FOURTH AMEND 2013-00018150	9:57 AM		2-35 5.00		P
1	1	MILLWOOD ACQUISITION AGREEMENT		05/15/2013	04125	326	PARTIAL ASSIGNMENT OF SE 2013-00019119	9:06 AM	6/24/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		05/15/2013	13687	47	DE UNIT-75 EAGLES BLUFF 2013-00019118	9:06 AM	6/26/2013	2-33 5.00		M
1	1	MILLWOOD ACQUISITION MORTGAGE		05/15/2013	13686	332	DE UNIT-82 EAGLES BLUFF 2013-00019109	8:53 AM	6/26/2013	2-33 5.00		M
1	1	MILLWOOD ACQUISITION AGREEMENT		05/15/2013	04125	304	PARTIAL ASSIGNMENT OF SE 2013-00019108	8:53 AM	6/24/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		05/22/2013	04128	287	MIL UNIT-51 EAGLES BLUFF 2013-00020273	12:39 PM	7/5/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		05/22/2013	13703	249	DE UNIT-11 EAGLES BLUFF 2013-00020212	10:18 AM	7/5/2013	233 5.00		M
1	1	MILLWOOD ACQUISITION AGREEMENT		05/22/2013	04128	215	PARTIAL ASSIGNMENT OF SE 2013-00020211	10:18 AM	7/5/2013	233 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		05/23/2013	04129	55	MIL UNIT-16 EAGLES BLUFF 2013-00020433	9:29 AM	7/5/2013	233 5.00		D
1	1	MILLWOOD ACQUISITION SATISFACTION		05/28/2013	00705	133	MFG 13527-97 2013-00020823	10:11 AM	7/9/2013	2-33 5.00		S
1	1	MILLWOOD ACQUISITION DEEDS		05/28/2013	04129	326	MIL UNIT-79 EAGLES BLUFF 2013-00020798	9:39 AM	7/9/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		06/04/2013	04130	1	MIL UNIT-66 EAGLES BLUFF 2013-00020821	10:11 AM	7/9/2013			D
1	1	MILLWOOD ACQUISITION DECLARATION		06/04/2013	04133	69	TWENTY-SIXTH AMEND TO DE 2013-00021991	9:56 AM	7/23/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		06/07/2013	04135	35	MIL UNIT-42 2013-00022820	1:22 PM	7/31/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		06/12/2013	13754	342	DE UNIT-19 EAGLES BLUFF 2013-00023606	2:54 PM	8/12/2013	2-33 5.00		M
1	1	MILLWOOD ACQUISITION AGREEMENT		06/13/2013	04137	15	PARTIAL ASSIGNMENT OF SE 2013-00023732	10:42 AM	8/13/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DECLARATION		06/13/2013	04136	330	TWENTY-SEVENTH AMEND TO 2013-00023671	9:22 AM	8/12/2013	2-33 5.00		M
1	1	MILLWOOD ACQUISITION MORTGAGE		06/13/2013	13755	323	DE UNIT-67 EAGLES BLUFF 2013-00023733	10:42 AM	8/12/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		06/21/2013	04140	168	MIL UNIT-28 EAGLES BLUFF 2013-00024995	2:10 PM	8/21/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		07/03/2013	04144	310	MIL UNIT-83 EAGLES BLUFF 2013-00026786	10:04 AM	8/28/2013	233 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		07/08/2013	04145	198	MIL UNIT-80 EAGLES BLUFF 2013-00027176	12:16 PM	9/3/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION AGREEMENT		07/09/2013	04146	33	PART ASG OF SPECIAL DECL. 2013-00027312	12:39 PM	9/5/2013	233 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		07/09/2013	13811	135	DE UNIT-72 2013-00027311	12:39 PM	9/5/2013	233 5.00		M
1	1	MILLWOOD ACQUISITION DECLARATION		07/10/2013	04146	147	TWENTY-EIGHTH AMENDMENT 2013-00027437	9:42 AM	9/6/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		07/11/2013	04147	1	MIL UNIT-64 EAGLES BLUFF 2013-00027602	9:24 AM	9/6/2013	2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		07/23/2013	04151	190	MIL UNIT-14 EAGLES BLUFF 2013-00029420	11:25 AM		2-33 5.00		D
1	1	MILLWOOD ACQUISITION DEEDS		07/23/2013	04151	182	MIL UNIT-81 EAGLES BLUFF 2013-00029416	11:24 AM		2-33 5.00		D
1	1	MILLWOOD ACQUISITION AGREEMENT		07/23/2013	04151	132	PARTIAL ASSIGNMENT OF SE 2013-00029347	9:55 AM		2-33 5.00		D
1	1	MILLWOOD ACQUISITION MORTGAGE		07/23/2013	13839	304	DE UNIT-30 EAGLES BLUFF 2013-00029346	9:55 AM		2-33 5.00		M
1	1	MILLWOOD ACQUISITION PLOT		07/23/2013	00187	61	MIL TWENTY-EIGHTH AMEND 2013-00029328	9:25 AM		2-35 5.00		P

Search Criteria:
Dates-->(Nov 07 1899 - Sep 10 2013)
Main-->(Last/Entity--(MILLWOOD AC)
Other-->

Real Estate-Party Name Search Results
Certified from Nov 07 1899 through Sep 06 2013

Sussex County Recorder of Deeds Office

Recorder of Deeds
Scott Dailie

Non Book/Map Line Items are INCOMPLETE																
1	1	Name/Corporation	Document Type	Recorded Date	Book	Page	Property-First Entry Only	Document No	Recorded Time	Return Date	Tax Map#	BKCode				
M	2															
**	1	MILLWOOD ACQUISITION MORTGAGE		07/30/2013	13865	343	DE UNIT-10, EAGLES BLUFF	2013-00030416	1:08 PM		2-33 5.00	M				
**	1	MILLWOOD ACQUISITION AGREEMENT		07/30/2013	04154	105	PARTIAL ASSIGNMENT OF SV	2013-00030417	1:08 PM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DEEDS		08/05/2013	04156	292	NB UNIT-45 EAGLES BLUFF	2013-00031261	12:38 PM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION AGREEMENT		08/09/2013	04158	177	PARTIAL ASG OF SPECIAL IX	2013-00032127	11:28 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION MORTGAGE		08/09/2013	13882	29	DE UNIT-78 EAGLES BLUFF	2013-00032126	11:28 AM		2-33 5.00	M				
**	1	MILLWOOD ACQUISITION DEEDS		08/19/2013	04161	214	NB UNIT-82 EAGLES BLUFF	2013-00033322	12:37 PM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION AGREEMENT		08/26/2013	04164	162	PARTIAL ASSIGNMENT OF SV	2013-00034239	9:52 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION MORTGAGE		08/26/2013	13910	260	DE UNIT-24 EAGLES BLUFF	2013-00034238	9:52 AM		2-33 5.00	M				
**	1	MILLWOOD ACQUISITION DECLARATION		08/27/2013	04165	3	THIRTIETH AMEND TO DECL	2013-00034490	9:20 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION MORTGAGE		09/05/2013	13932	110	DE UNIT-12 EAGLES BLUFF	2013-00035733	11:42 AM		2-33 5.00	M				
**	1	MILLWOOD ACQUISITION AGREEMENT		09/05/2013	04169	98	PARTIAL ASG OF SPECIAL IX	2013-00035732	11:42 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DEEDS		09/05/2013	04169	48	NB UNIT-19 EAGLES BLUFF	2013-00035697	10:54 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DECLARATION		09/05/2013	04169	24	THIRTY-FIRST AMEND TO DE	2013-00035688	10:40 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DEEDS		09/05/2013	04169	12	NB UNIT-75 EAGLES BLUFF	2013-00035683	10:30 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DECLARATION		01/25/2013	04089	1	TWENTIETH AMEND TO DECL	2013-0003165	9:17 AM	2/20/2013	2-35 5.00	D				
**	1	MILLWOOD ACQUISITION AGREEMENT		06/12/2013	04136	286	PAGE ASG OF SPECIAL DECL	2013-00023607	2:54 PM	8/9/2013	2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DEEDS		07/23/2013	04151	174	NB UNIT-84 EAGLES BLUFF	2013-00029411	11:13 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION MORTGAGE		07/23/2013	13839	312	DE UNIT-26 EAGLES BLUFF	2013-00029358	10:02 AM		2-33 5.00	M				
**	1	MILLWOOD ACQUISITION AGREEMENT		07/23/2013	04151	141	PARTIAL ASSIGNMENT OF SV	2013-00029359	10:02 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION DECLARATION		07/23/2013	04151	125	TWENTY-NINTH AMEND TO DE	2013-00029329	9:25 AM		2-33 5.00	D				
**	1	MILLWOOD ACQUISITION AGREEMENT		03/28/2013	04108	224	TWENTY-THIRD AMEND TO DE	2013-00041963	9:23 AM	4/22/2013	2-33 5.00	D				
**	2	MILLWOOD ACQUISITION AGREEMENT		12/24/2012	04077	174	ASSIGNMENT OF DEED/ANALYSIS	2012-00047131	3:53 PM	1/16/2013	2-33 5.00	D				
**	2	MILLWOOD ACQUISITION AGREEMENT		12/24/2012	04077	132	ASSIGNMENT AND RESERVATION	2012-00047132	3:53 PM	1/16/2013	2-33 5.00	D				
**	2	MILLWOOD ACQUISITION DEEDS		12/27/2012	04077	121	NB UNIT-88 EAGLES BLUFF	2012-00047130	3:53 PM	1/16/2013	2-33 5.00	D				

Mitchell Avenue Associates LLC

2006 - Date

Date	Name	Inst.	Book/Pg.	Description
		H	8619-55	- Sat
		FS	81-30	- EXP
		D	3352-198	Hillwood
		D	3563-281	Hillwood
		Sub	10351-72	6854-278

(Also See other sheets)

Green Tops LLC

2006

8

D 3348-62 Dead in chain

Windsford Pease White - Kees

Donnal. White - Harris

1997-2006

H 5573-127 6049 Chalk core (SFT)

D 2070-170 4049 Chalk core

Plot 100-152 (Copied)

H 2592-25 4031 (SFT)

D 2965-7 1-33-15.00-30.00

D 3230-349 1-33-11.00-44

D 3230-049 1-33-11.00-40

D 3308-85 Dead in chain

Search Criteria:
 Dates -> (Nov 07 1899 - Sep 20 2010)
 Main -> Last/Entirety- (MITCHELL AVENUE AS)
 Other ->

Real Estate-Party Name Search Results Certified from Nov 07 1899 through Sep 09 2010

Sussex County Recorder of Deeds Office
 John F. Brady
 Recorder of Deeds

Non Bold/Italic Line Items are INCOMPLETE

M 2	1 Name/Corporation	Document Type	Recorded Date	Book	Page	Property-First Entry Only	Document No	Recorded Time	Return Date
1	MITCHELL AVENUE ASSC PLOT		11/04/2005	00099	232	MLB DECIA FLAM Willwood	2005-00059557	12:36 PM	
1	MITCHELL AVENUE ASSC PLOT		11/30/2005	00100	153	MLB Willwood	2005-00063938	12:02 PM	
1	MITCHELL AVENUE ASSC PLOT		12/30/2005	00101	49	SECOND AMEND DECIA FLAM Willwood	2005-00069209	3:58 PM	
1	MITCHELL AVENUE ASSC PLOT		03/31/2006	00103	303	MLB THIRD AMEND TO DECIA Willwood	2006-00017790	4:04 PM	
1	MITCHELL AVENUE ASSC PLOT		07/13/2006	00106	178	FOURTH AMEND TO CONDO DE Willwood	2006-00038394	3:57 PM	
1	MITCHELL AVENUE ASSC PLOT		08/31/2006	00107	255	MLB Willwood	2006-00044959	9:57 AM	
1	MITCHELL AVENUE ASSC PLOT		09/18/2006	00108	26	MLB FIRST AMEND TO DECIA Willwood	2006-00047926	1:03 PM	
1	MITCHELL AVENUE ASSC PLOT		11/17/2006	00109	141	MLB Willwood	2006-00058436	11:12 AM	
1	MITCHELL AVENUE ASSC PLOT		01/18/2007	00110	296	MLB THIRD AMEND TO DECIA Willwood	2007-00003180	2:24 PM	
1	MITCHELL AVENUE ASSC FINANCING STATEMENT		07/08/2004	00086	290	B-15359 MLB Willwood	2004-00036668	3:32 PM	
2	MITCHELL AVENUE ASSC DEEDS		07/08/2004	03003	350	MLB 2-33-5-00-8600	2004-00036570	3:34 PM	
1	MITCHELL AVENUE ASSC MORTGAGE		07/08/2004	06854	266	MLB 2-33-5-00-8600	2004-00036571	3:34 PM	
1	MITCHELL AVENUE ASSC MORTGAGE		07/08/2004	06854	278	MLB Willwood	2004-00036572	3:35 PM	
1	MITCHELL AVENUE ASSC PLOT		08/03/2005	00086	87	MLB Willwood	2006-00038839	11:19 AM	
1	MITCHELL AVENUE ASSC DEEDS		08/11/2005	03182	345	MLB Willwood	2005-00041528	9:44 AM	
1	MITCHELL AVENUE ASSC RESTRICTIONS		11/04/2005	03227	1	DECLA OF COV COND & REST Willwood	2005-00059558	12:38 PM	
2	MITCHELL AVENUE ASSC RESTRICTIONS		11/04/2005	03227	1	DECLA OF COV COND & REST Willwood	2005-00059558	12:38 PM	
2	MITCHELL AVENUE ASSC MISCELLANEOUS		11/08/2005	00878	177	PART REL WILLWOOD	2005-00060000	9:37 AM	
2	MITCHELL AVENUE ASSC MISCELLANEOUS		11/08/2005	00878	181	PART REL WILLWOOD	2005-00060001	9:37 AM	
1	MITCHELL AVENUE ASSC RIGHT OF WAY		12/14/2005	03244	209	DEVELOPMENT GRANT IRE Willwood	2006-00066288	10:06 AM	
1	MITCHELL AVENUE ASSC PLOT		12/30/2005	00101	48	MLB Willwood	2006-00069208	3:55 PM	
1	MITCHELL AVENUE ASSC RIGHT OF WAY		01/06/2006	03255	276	INTERFACE GRANT IRE Willwood	2006-00001021	9:17 AM	2-53 5-00-8600
2	MITCHELL AVENUE ASSC FINANCING STATEMENT		02/14/2006	08078	285	B-15359 PART REL OF FS Willwood	2006-00009408	11:41 AM	
2	MITCHELL AVENUE ASSC FINANCING STATEMENT		03/28/2006	08080	56	B-15359 PART REL OF FS Willwood	2006-00016776	11:31 AM	
1	MITCHELL AVENUE ASSC RIGHT OF WAY		03/30/2006	03288	186	AMEND TO RIGHT OF WAY 32 Willwood	2006-00017341	10:58 AM	
2	MITCHELL AVENUE ASSC DEEDS		05/11/2006	03308	62	DE US Willwood	2006-00025394	8:57 AM	
1	MITCHELL AVENUE ASSC MORTGAGE		05/11/2006	08689	55	DE Capri Willwood	2006-00025396	8:57 AM	
1	MITCHELL AVENUE ASSC FINANCING STATEMENT		05/11/2006	00081	30	B-16173 (Capri) Willwood	2006-00025396	8:58 AM	
1	MITCHELL AVENUE ASSC DEEDS		08/24/2006	03362	198	MLB Willwood	2006-00043899	2:40 PM	
2	MITCHELL AVENUE ASSC MISCELLANEOUS		08/31/2006	00919	234	PART REL WILLWOOD	2006-00044966	9:50 AM	
2	MITCHELL AVENUE ASSC MISCELLANEOUS		08/31/2006	00919	237	PART REL WILLWOOD	2006-00044957	9:51 AM	
2	MITCHELL AVENUE ASSC FINANCING STATEMENT		08/31/2006	00083	193	B-15359 PART REL OF FS Willwood	2006-00044958	9:51 AM	
1	MITCHELL AVENUE ASSC DEEDS		04/02/2008	03563	281	MLB Willwood	2008-00012896	10:48 AM	
1	MITCHELL AVENUE ASSC SUBORDINATION		04/04/2008	10351	72	6854-278 Willwood	2008-00013384	2:03 PM	
1	MITCHELL AVENUE ASSC MORTGAGE		04/04/2008	10351	77	MLB Willwood	2008-00013385	2:04 PM	
2	MITCHELL AVENUE ASSC MISCELLANEOUS		01/08/2010	01042	143	PART REL UNIT-92 Willwood	2010-00000685	8:45 AM	2/25/2010
2	MITCHELL AVENUE ASSC MISCELLANEOUS		01/21/2010	01043	96	PART REL UNIT-1 EAGLE Willwood	2010-00001867	2:17 PM	2/25/2010
1	MITCHELL AVENUE ASSC PLOT		08/24/2010	80149	31	DE Willwood	2010-00025328	9:56 AM	
1	MITCHELL AVENUE ASSC PLOT		08/09/2010	80149	88	MLB 2-33-5-00-8600	2010-00027404	3:32 PM	

Mary C. Ayer

J. Rees White

1905-1997

Date	Name	Inst.	Book/Pg.	Description
		Low	522- 239	(Copied)
		Ayer	624- 999	Deed 617-432 (2)
		D	726- 47	DH Pinet. 4.9a

(Second Sheet)

Ayer's - White Enterprises Inc.

1955-1965

		~~DE~~ D	465- 148	(Copied)
		D	473- 106	DH 261/2 & adj. W. T. 7014
		D	503- 451	TRF 20 Not. H. P. 1000
		D	582- 326	Copied Adverse
		D	586- 413	Deed in chain

Raymond C. Dadd

Corinne H. Jones

1947-1955

		D	445- 585	Deed in chain
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Search Criteria:
 Dates -> (Nov 07 1899 - Sep 20 2010)
 Main -> Last/Entity- (WHITE) First- (J)
 Other ->

Real Estate-Party Name Search Results Certified from Nov 07 1899 through Sep 09 2010

Sussex County Recorder of Deeds Office
 John F. Brady
 Recorder of Deeds

-- Non Boldface Line Items are INCOMPLETE

I	1	Name/Corporation	Document Type	Recorded Date	Book	Page	Property-First Entry Only	Document No	Recorded Time	Return Date
M	2									
	2	WHITE J REESE JR	DEEDS	03/29/1965	00586	413	DE 160 ACRES	1965-00001229	12:00 AM	
	1	WHITE J REESE JR	RIGHT OF WAY	12/20/1966	00522	239	NEAR MILLSBORO	1965-00004834	12:00 AM	
	2	WHITE J REESE JR	DEEDS	03/16/1966	00601	175	NLS 1/4 ACRE	1966-00008088	12:00 AM	
	2	WHITE J REESE JR	OATH	03/23/1967	00617	393		1967-00000995	12:00 AM	
	2	WHITE J REESE JR	AGREEMENT	03/27/1967	00617	432	24 25th (42nd-30)	1967-00001013	12:00 AM	
	1	WHITE J REESE JR	ASSIGNMENT	10/13/1967	00624	999		1967-00004138	12:00 AM	
	2	WHITE J REESE JR	OATH	05/10/1968	00630	451		1968-00002572	12:00 AM	
	1	WHITE J REESE JR	DEEDS	02/14/1974	00726	47	DE 4.927 ACRES	1974-00001427	12:00 AM	
	1	WHITE J REESE JR	RIGHT OF WAY	04/10/1975	00525	700	DE (Copied)	1975-00002866	12:00 AM	
	1	WHITE J REESE JR	RIGHT OF WAY	04/10/1975	00525	701	NLS (Copied)	1975-00002867	12:00 AM	
	1	WHITE J REESE JR	MORTGAGE	05/24/1976	00348	223	DE (S)	1976-00005391	12:00 AM	
	1	WHITE J REESE JR	DEEDS	09/03/1976	00807	320	DE L-26 PBI P41	1976-00008903	12:00 AM	
	2	WHITE J REESE JR	MORTGAGE	09/16/1976	00363	310	DE L-26 PBI P41	1976-00010349	12:00 AM	
	1	WHITE J REESE JR	DEEDS	07/26/1977	00809	195	DE L-26 PBI P41	1976-00010372	12:00 AM	
	2	WHITE J REESE JR	DEEDS	08/01/1977	00852	310	DE	1977-00008505	12:00 AM	
	2	WHITE J REESE JR	MORTGAGE	08/01/1977	00840	60	DE L-26 PBI P41	1977-00008727	12:00 AM	
	1	WHITE J REESE JR	DEEDS	08/01/1977	00853	245	DE L-26 PBI P41	1977-00008751	12:00 AM	
	2	WHITE J REESE JR	DEEDS	01/16/1978	00877	183	DE	1978-00006550	12:00 AM	
	1	WHITE J REESE JR	DEEDS	05/19/1978	00894	214	DE 20123 SQ FT	1978-00006549	12:00 AM	
	2	WHITE J REESE JR	DEEDS	08/21/1978	00915	187	DE L-39 PBI P99	1978-00011917	12:00 AM	
	1	WHITE J REESE JR	DEEDS	09/21/1978	00915	189	DE	1978-00011918	12:00 AM	
	1	WHITE J REESE JR	DEEDS	09/10/1981	01081	216	DE PINE LODGE ADDITION P	1981-00011670	12:00 AM	
	2	WHITE J REESE JR	MORTGAGE	12/31/1981	00628	296	DE 26.0 ACRES MILL LAND	1981-00016345	12:00 AM	
	1	WHITE J REESE JR	DEEDS	12/31/1981	01098	236	DE 26.0 ACRES MILL LAND	1981-00016367	12:00 AM	
	1	WHITE J REESE JR	MISCELLANEOUS	09/24/1982	00098	336	POWER OF ATTORNEY	1982-00011614	12:00 AM	
	1	WHITE J REESE JR	DEEDS	10/03/1984	01294	342	DE	1984-00014682	12:00 AM	
	2	WHITE J REESE JR	MISCELLANEOUS	05/15/1986	00184	121	NLS RELEASE	1986-00006191	12:00 AM	
	1	WHITE J REESE JR	DEEDS	05/16/1986	01413	237	DE 8.26 ACRES	1986-00006192	12:00 AM	
	1	WHITE J REESE JR	PLOT	09/04/1987	00038	21	NLS (Copied)	1987-00016995	12:00 AM	
	1	WHITE J REESE JR	EASEMENT	12/15/1987	01537	10	NLS	1987-00023849	12:00 AM	
	1	WHITE J REESE JR	DEEDS	06/03/1988	01683	290	DE L-30 SWANENHED PBI	1988-00014344	12:00 AM	
	1	WHITE J REESE JR	DEEDS	04/10/1990	01709	348	NLS 3 TRACTS	1990-00006539	12:00 AM	
	1	WHITE J REESE JR	DEEDS	08/29/1990	01736	121	DE 7.00 ACRES PBI P43	1990-00016125	12:00 AM	
	1	WHITE J REESE JR	DEEDS	11/12/1991	01813	202	NLS PARCEL A	1991-00019248	12:00 AM	
	1	WHITE J REESE JR	AGREEMENT	12/18/1992	01886	301	DE PROPERTY OPTION AGREE	1992-00026501	12:00 AM	
	2	WHITE J REESE JR	AGREEMENT	12/18/1992	01886	301	DE PROPERTY OPTION AGREE	1992-00026501	12:00 AM	
	1	WHITE J REESE JR	DEEDS	12/15/1995	02095	19	DE L-12 EL-F HENLOVEN	1995-00028962	11:43 AM	
	2	WHITE J REESE JR	DEEDS	12/15/1995	02095	19	DE L-12 EL-F HENLOVEN	1995-00028962	11:43 AM	
	2	WHITE J REESE JR	MORTGAGE	04/22/1996	02253	49	2 TRACTS	1996-00009651	1:15 PM	

Search Criteria:
 Dates--> (Nov 07 1899 - Sep 20 2010)
 Main --> Last/Entity- (WHITE) First- (J)
 Other-->

Real Estate-Party Name Search Results Certified from Nov 07 1899 through Sep 09 2010

Sussex County Recorder of Deeds Office
 John F. Brady
 Recorder of Deeds

-- Non Bold/Italic Line Items are INCOMPLETE

1 M	Name/Corporation	Document Type	Recorded Date	Book	Page	Property-First Entry Only	Document No	Recorded Time	Return Date
-- 2	WHITE J REESE JR	DEEDS	02/03/1997	02179	297		1997-00036399	1:58 PM	
-- 2	WHITE J REESE JR	DEEDS	02/03/1997	02179	303		1997-00036400	1:58 PM	
1	WHITE J REESE JR, EST	MISCELLANEOUS	07/21/1997	00548	215	POWER OF ATTY (OV)	1997-00062416	9:12 AM	

REGISTER OF WILLS

Deceased J. Reese White Testate: X

Date of Death 3-13-97 Intestate: _____

Will Bk./Page: 300-14 Dated _____ Probated: _____

Executors: _____

Administrators: _____

Date of Letters: 3-26-97

Inventory Filed: _____

Amount: _____

List of Sales: _____

List of Debts: _____

Settled: (1) _____

Balance _____

Unappropriated: _____

Overpaid: _____

Final: _____

Real Estate

Heirs or Next of Kin

Doana L. White (Marrin)

Winifred R. White (Kee)

Certificate of Clearance Filed: _____

Inheritance Tax Paid: _____ Amount: _____

REGISTER OF WILLS

(Joint)

Deceased Mary C. Ayres Testate: _____

Date of Death _____ Intestate: _____

Will Bk./Page: _____ Dated _____ Probated: _____

Executors: _____

Administrators: _____

Date of Letters: _____

Inventory Filed: _____

Amount: _____

List of Sales: _____

List of Debts: _____

Settled: (1) _____

Balance _____

Unappropriated: _____

Overpaid: _____

Final: _____

Real Estate

Heirs or Next of Kin

Certificate of Clearance Filed: _____

Inheritance Tax Paid: _____ Amount: _____

NO Estate found in Sussex County

REGISTER OF WILLS

Deceased Marion W. Jones Testate: _____
Date of Death 7-14-47? Intestate: _____
Will Bk./Page: _____ Dated _____ Probated: _____
Executors: _____
Administrators: _____
Date of Letters: _____
Inventory Filed: _____
Amount: _____
List of Sales: _____
List of Debts: _____
Settled: (1) _____
Balance _____
Unappropriated: _____
Overpaid: _____
Final: _____
Real Estate

Heirs or Next of Kin

Cornele H. Jones - Heir

Certificate of Clearance Filed: _____
Inheritance Tax Paid: _____ Amount: _____

NO Estate found

REGISTER OF WILLS

Deceased Edna H. Dodd Testate: X

Date of Death 3 Intestate: _____

Will Bk./Page: 38-264 Dated _____ Probated: _____

Executors: _____

Administrators: _____

Date of Letters: 5-6-48

Inventory Filed: _____

Amount: _____

List of Sales: _____

List of Debts: _____

Settled: (1) _____

Balance _____

Unappropriated: _____

Overpaid: _____

Final: _____

Real Estate

Heirs or Next of Kin

Raymond C. Dodd - Heir

Certificate of Clearance Filed: _____

Inheritance Tax Paid: _____ Amount: _____

(4077-118)

Millwood Acquisitions, LLC

d 12/20/12

R 12/21/12



Parcel A1 (3308-62) (p) 3/1/00
B2 Mitchell Avenue Associates (H) 5/1/00
So' end (453-312) LLC

↑
(3308-59) (p) 3/1/00
Growth LLC (H) 5/1/00

↑
* J. Reese White died 3-11-97

Left to Winifred W. Kew - Donna K. Martin (Akers White)

↑
* Mary C. Ayres died 8-28-73

Joint with J. Reese White

↑
JH (586-413) (p) 3/25/65
KCA J. Reese White Jr. (p) 3/29/65
Ray. Railroad Mary C. Ayres

↑
(445-589) (p) 5/6/55
Ayres-White Enterprises (H) 5/9/55

↑
TAC

↑
Martin Jones died 7-17-47 left to
Cyrine H. Jones (Her)

* Frank H. Dodd died 8-25-47 left to
Raymond C. Dodd (Her)

* Anna L. Qualls died 9-14-37
Left to Frank H. Dodd - Martin W. Jones

25394

03308 2062

Tax Parcel No.: 2-33 6.00 12.00 and
2-33 5.00 12.02

PREPARED BY AND RETURN TO:

Douglas M. Hershman, Esquire
The Bayard Firm
P.O. Box 25130
Wilmington, DE 19899-25130

THIS DEED is made this 1st day of March, 2006, between

GREEN TOPS, LLC, a Delaware limited liability company, party of the first part,

AND

MITCHELL AVENUE ASSOCIATES, LLC, a Delaware limited liability company, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, the receipt of which is hereby acknowledged, hereby grants and conveys unto the said party of the second part, its successors and assigns, in fee,

ALL those certain lots, pieces or parcels of land, situate in the Town of Millsboro, Dagsboro Hundred, Sussex County and State of Delaware, being known and designated as Parcel "B1" and Parcel "B2" as shown on the Record Minor Subdivision Plan for Property Known As: Parcel "B" * NCR Corporation also known as Lands of Winifred Reese & Donna White, prepared by Merestone Consultants, Inc., Engineers, Planners, Surveyors, dated September 27, 2005 and recorded November 30, 2005 in the Office of the Recorder of Deeds in and for Sussex County, State of Delaware in Plot Book 100, Page 157.

TOGETHER with the right to the use of a 50 foot right of way to an existing road that passes through these lands for the right of ingress and egress, and also with a right of way to a 50 foot road that is described in a deed of Prince Edward Cannon, et ux, to Ayres-White Enterprises, Inc., dated November 7, 1955 and filed for record in Deed Record No. 453, Page 372, for the right of ingress and egress to an existing road leading from Millsboro to Snow White Laundry and other lands of the Grantees herein.

BEING the same lands and premises which Winifred Reese White, now known as Winifred W. Kee and Donna Louise White, now known as Donna W. Martin, by Deed dated March 1, 2006 and recorded March 1, 2006 in the Office of the Recorder of Deeds in and for Sussex County, Delaware, in Deed Book 338, Page 059, did grant and convey unto Green Tops, LLC, a Delaware limited liability company, in fee.

Consideration: \$250000.00 Exempt Code: A

County	State	Total
18750.00	37500.00	56250.00
counter	Date: 03/11/2006	

07/03/06

Handwritten signature/initials

Handwritten signatures and stamps at the bottom of the page.

#03308 2063

SUBJECT to all easements, restrictions, reservations, agreements and covenants of record, if any, affecting the property or the title thereto, together with the benefits of the same.

IN WITNESS WHEREOF, the said Green Tops, LLC, a limited liability company of the State of Delaware, has executed this Deed the day and year aforesaid.

SEALED AND DELIVERED
IN THE PRESENCE OF:

GREEN TOPS, LLC

Witness

Witness

By: Winifred W. Kee (SEAL)
Winifred W. Kee, Member

By: Donna W. Martin (SEAL)
Donna W. Martin, Member

STATE OF DELAWARE)
NEW CASTLE COUNTY) SS

BE IT REMEMBERED, that on this 14 day of March, 2006, personally came before me, the Subscriber, a Notarial Officer for the State and County aforesaid, Winifred W. Kee, Member of Green Tops, LLC, a limited liability company existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed and the act and deed of said company.

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

Notary Public

Printed Name:

My Commission Expires:

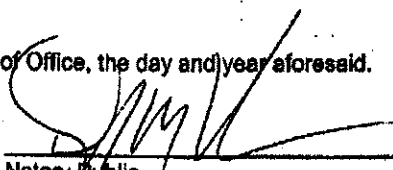
DOUGLAS M. HERSHMAN
Attorney at Law - State of Delaware
Notarial Officer Pursuant to
29 Del.C. §4323(e)(3)
My Commission Has No Expiration

03308 064

STATE OF DELAWARE)
) SS
NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 12 day of May, 2006,
personally came before me, the Subscriber, a Notarial Officer for the State and County
aforesaid, Donna W. Martin, Member of Green Tops, LLC, a limited liability company
existing under the laws of the State of Delaware, party to this Indenture, known to me
personally to be such, and acknowledged this Indenture to be her act and deed and the act
and deed of said company.

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


Notary Public

Printed Name: _____

My Commission Expires: _____

GRANTEE'S ADDRESS
3128 New Castle Avenue
New Castle, DE 19720

DOUGLAS M. HERSHMAN
Attorney at Law - State of Delaware
Notarial Officer Pursuant to
28 Del.C. 3432(a)(3)
My Commission Has No Expiration

TOWN OF MILLSBORO
REALTY TRANSFER TAX
Serial Number 2006
Amount of City Tax 18.50
Date Recorded 3-14-06
By DE

RECORD OF DEEDS
BRADY
06 MAY 11 AM 8:57
SUSSEX COUNTY
DOC. SURCHARGE PAID

Received

MAY 12 2006

**ASSESSMENT DIVISION
OF SUSSEX CTY**

25393

003308 0059

DEED PREPARED WITHOUT
BENEFIT OF TITLE SEARCH

TAX MAP 2-33 5.00 12.00

2-33 5.00 12.02

Prepared by and return to:

Harold W. T. Purnell, II, P.A.

P.O. Box 977

Georgetown, DE 19947

HWTP:smt

THIS DEED, Made this 1st day of March, in the year of our Lord
two thousand and six,

BETWEEN Winifred Reese White, now known as Winifred W. Kee, of 33
Thompson Court, Canal Creek, Rehoboth Beach, Sussex County, Delaware, 19971 and
Donna Louise White, now known as Donna W. Martin, of 10 Heritage Hills Court,
Kingsville, MD 21087 parties of the first part.

- A N D -

Green Tops, LLC, a Delaware limited liability company, 33 Thompson Court Canal
Creek, Rehoboth Beach, Sussex County, Delaware 19971, party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the
sum of ONE AND 00/100 DOLLAR (\$1.00) Current Lawful Money of the United States of
America and other good and valuable considerations, the receipt of which is hereby
acknowledged, hereby grant and convey unto the said party of the second part.

ALL THAT CERTAIN lot, piece and parcel of land, situate, lying and being in
Dagsboro Hundred, Sussex County, Delaware, about two miles South of the Millsboro Railroad
Station, and lying on both sides of the right of way of the DM&V Railroad Company, bounded
on the West by lands of the heirs of John E. Magee, Ross Bennett, and Glen Cowles; on the
North by the John Ryan Branch or stream; and otherwise bounded by the Ed Cordrey and Dr.
W.B. Atkins Branches or streams, containing approximately 160 acres, according to the survey
of said lands as of the heirs of Margaret Houston made by I.L. Bennett, of record in the Office
of the Recorder of Deeds for Sussex County, Delaware, in Plot book 2, page 74.

EXCEPTING AND RESERVING from the above described lands that portion of the
above described lands that were conveyed unto the Millsboro Industrial Development
Corporation Number One, a corporation of the State of Delaware, et al, dated December 8,
1964, and filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at
Georgetown, Delaware in Deed Record No. 582, page 526.

The Grantor conveys unto the Grantee herein the right to the use of a 50 foot right of
way to an existing road that passes through these lands for the right of ingress and egress, and
also conveys unto the Grantee herein a right of way to a 50 foot road that is described in a deed
of Prince Edward Cannon, et ux, to Ayres-White Enterprises, Inc., which was dated November

Consideration: 00.00 Exempt Code: A

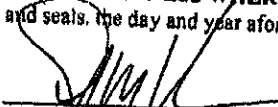
County	State	Total
0.00	0.00	0.00
counter	Date: 05/11/2006	

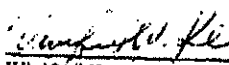
*See
jm*

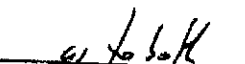
7, 1955, and filed for record in Deed Record No. 453, page 372, for the right of ingress and egress to an existing road leading from Millsboro to Snow White Laundry and other lands of the Grantee herein.

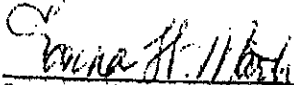
BEING the same land conveyed to J. Reese White, Jr. and Mary C. Ayres as joint tenants and not as tenants in common by deed of Ayres-White Enterprises, Inc., dated March 25, 1965 and recorded in the Office of the Recorder of Deeds in and for Sussex County at Georgetown, Delaware in Deed Book 586 page 413. The said Mary C. Ayres departed this life on August 29, 1973, her interest passed to J. Reese White, Jr. by survivorship. The said J. Reese White departed this life on March 13, 1997. His will is of record in Will Book 300 page 14. Pursuant to Item 1 and Item 2 of the will and disclaimer of Margaret F. White, filed November 26, 1997, this property passes to the above Grantees.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year aforesaid.


Witness

 (SEAL)
Winifred W. Kee


Witness

 (SEAL)
Donna W. Martin

03308 2061

STATE OF DELAWARE

COUNTY OF SUSSEX

SS.

BE IT REMEMBERED, that on this 1st day of March, in the year of our Lord, two thousand and six, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, Winifred W. Kee and Donna W. Martin parties to this Indenture, known to me personally to be such, and acknowledged this Indenture to be their Deed.

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

Notary Public

TOWN OF MILLSBORO
REALTY TRANSFER TAX

Serial Number 0088
Amount of City Tax 10.00
Date Recorded 5/1/06
By DE

DOUGLAS M. HERSHMAN

Attorney at Law - State of Delaware

Notary Public Pursuant to

Type or Rubber Stamp RECEIVED
Notary Public and their Title Commission Expires 5/3/08

Type Expiration Date of
Commission

RECORDER OF DEEDS
JOHN F. GRADY

06 MAY 11 AM 8:56

SUSSEX COUNTY
DOC. SURCHARGE PAID

Received

MAY 12 2006

ASSESSMENT DIVISION
OF SUSSEX CTY

This Deed, made this

25th day of March

in the year of our

LORD one thousand nine hundred and sixty-five,
 BETWEEN AYRES-WHITE ENTERPRISES, INC., a corporation of the State of
 Delaware, with offices at Millsboro, Delaware, party of the first part,

-and-

J. REESE WHITE, JR., and MARY C. AYRES, of Millsboro, Sussex County, Delaware,
 as joint tenants and not as tenants in common, parties of the second part.

Witnesseth, That the said party of the first part, for and in consideration of
 the sum of One Dollar (\$1.00)
 and other good and valuable considerations Current
 Lawful Money of the United States of America, the receipt whereof is hereby
 acknowledged, hereby grant and convey unto the said parties of the
 second part, their heirs and assigns:

ALL that certain tract of land situated in Dagsboro Hundred, Sussex
 County, Delaware, about two miles South of the Millsboro Railroad Station,
 and lying on both sides of the right of way of the D M & V Railroad Company,
 bounded on the West by lands of the heirs of John E. Magee, Ross Bennett, and
 Glen Cowles; on the North by the John Ryan Branch or stream; and otherwise
 bounded by the Ed Cordrey and Dr. W. B. Atkins Branches or streams, containing
 approximately 160 acres, according to the survey of said lands as of the heirs
 of Margaret Houston made by I. L. Bennett, of record in the Office of the Re-
 corder of Deeds for Sussex County, Delaware, in Plot Book 2, page 74.

EXCEPTING AND RESERVING from the above described lands that portion
 of the above described lands that were conveyed unto Millsboro Industrial De-
 velopment Corporation Number One, a corporation of the State of Delaware, et
 al, dated December 8, 1964, and filed for record in the Office of the Recorder
 of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Record
 No. 582, page 526.

The Grantor conveys unto the Grantees herein the right to the use of
 a 50 foot right of way to an existing road that passes through these lands for
 the right of ingress and egress, and also conveys unto the Grantees herein a
 right of way to a 50 foot road that is described in a deed of Prince Edward
 Cannon, et ux, to Ayres-White Enterprises, Inc., which was dated November 7,
 1955, and filed for record in Deed Record No. 453, page 372, for the right of
 ingress and egress to an existing road leading from Millsboro to Snow White
 Laundry and other lands of the Grantees herein.

Being a part of the same land conveyed to Ayres-White Enterprises,
 Inc., a corporation of the State of Delaware, by deed of Raymond C. Dodd,
 widower, dated May 6, 1955, and filed for record in the Office of the Recorder
 of Deeds, in and for Sussex County, at Georgetown, Delaware, in Deed Record
 No. 445, page 589.

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.

AYRES-WHITE ENTERPRISES, INC.

By Mary E. Dyer President
 Attest [Signature] Secretary

STATE OF DELAWARE
 COUNTY OF SUSSEX

BE IT REMEMBERED, That on this 25 day of March 1965, personally came before me, The Subscriber, a Notary Public for the State and County aforesaid, Mary E. Dyer, President of AYRES-WHITE ENTERPRISES, INC., a corporation of the State of Delaware, party to this indenture, known to me personally to be such, and acknowledged this indenture to be his act and deed, and the act and 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.

PURCHASERS REPORT MADE

This 30 Day of March 1965
 Board of Assessment of Sussex County
 By Roland Raughter

[Signature]
 Notary Public



RECEIVED FOR RECORD
March 29, A.D.
 G. EDWARD VEASEY, Recorder

1965

DEED-Recorder
SUSSEX COUNTY, DELAWARE
RECORDED

This Deed, MADE THE

6th day of May in the year of our LORD,
one thousand nine hundred and fifty-five,

Between, Raymond G. Dodd, widower, of 62 Gorham Road, Fair-
field, Connecticut and Corinna M. Jones, widow, of Rye, New York,
parties of the first part, and Ayas-White Enterprises, Inc., a
corporation of the State of Delaware, party of the second part,

Witnesseth, That the said parties of the first part, for and in consider-
ation of the sum of One Dollar (\$1.00) and other valuable considerations
lawful money of the United States of America,
the receipt whereof is hereby acknowledged, hereby grant and convey unto
the said party of the second part,

All, that certain tract of land situated in Dagsboro Hundred,
Sussex County, Delaware, about two miles South of the Millsboro
Railroad Station, and lying on both sides of the right of way of
the D N & V Railroad Company, bounded on the West by lands of the
heirs of John E. Magee, Ross Bennett, and Glen Cowles; on the North
by the John Ryan Branch of stream; and otherwise bounded by the
Ed Cordrey and Dr. W. B. Atkins Branches of streams, containing
approximately 160 acres, according to the survey of said lands as
of the heirs of Margaret Houston made by I. L. Bennett, of record
in the Office of the Recorder of Deeds for Sussex County, Delaware,
in Plot Book 2, page 74.

Anna P. Quatlander died testate leaving unrevoked her Last
Will and Testament dated September 14, 1937, of record in the Office
of the Register of Wills for Sussex County, Delaware, in Will Book
No. 37, page 161, by which said Last Will and Testament she devised
the residue of her estate, including the above described tract of
land to her niece, Edna H. Dodd and her nephew, Martin W. Jones,
in fee simple.

Edna H. Dodd died testate on or about the 29th day of August,
1947, and in and by her Last Will and Testament, duly probated in
Essex County, New Jersey, an exemplified copy of which is of record
in the Office aforesaid for Sussex County in Will Book No. 38, page
204, devised all of her estate to her husband, Raymond G. Dodd, one
of the parties hereto.

Martin W. Jones died testate and in and by his Last Will and
Testament dated July 17, 1944, and duly probated in West Chester Co.
New York, an exemplified copy of which is of record in the Office
of the Register aforesaid for Sussex County in Will Book No. 43,
page 1, devised all of his estate to his wife, Corinna Miller
Jones, one of the parties hereto.

BOOK 445-590

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals, the day and year aforesaid.

SEALED AND DELIVERED
in the presence of

Raymond C. Dodd (S)

Samuel M. Jones (S)



State of CONNECTICUT
County of Fairfield

ss. Fairfield May 6, 1955

Be it Remembered, That on this 6th day of May, 1955, in the year of our Lord one thousand nine hundred and fifty-five, personally came before me, Raymond C. Dodd, widower,

Party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his Deed.

~~being on the same day personally examined by me, a Notary Public, and he acknowledged to me that he was the same person as the one who executed the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.~~

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



Richard J. Weston
Notary Public

PURCHASERS REPORT MADE
TIN 92 1st of May 1955
Signed at _____ of _____ County
by H. G. Smith Amwell

BOOK 445 PAGE 591

STATE OF NEW YORK
WESTCHESTER COUNTY

BE IT REMEMBERED, that on this 9th day of MAY

A. D. 1955, personally came before me, the subscriber, a notary public for the State aforesaid, Corinne M. Jones, widow, party to this Indenture, known to me personally to be such and she acknowledged this Indenture to be her act and deed.

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

Robert D. Cook
Notary Public

LESTER D. COOK
Notary Public, State of New York
No. 45080101
Qualifies in Westchester County
Term Expires March 26, 1959

RECEIVED FOR RECORD

May 9 A. D. 1955
CHARLES J. CALHOUN, Recorder

It is hereby certified that on this 9th day of MAY A. D. 1955, personally appeared Corinne M. Jones, widow, known to me personally to be such and she acknowledged this Indenture to be her act and deed.



ASSOCIATION MANAGEMENT AGREEMENT

THIS AGREEMENT, made this ____ day of 20__, by and between Westtown Village Condominium Association, hereinafter called "Association," and Investment Property Services LLC hereinafter called "Managing Agent," upon the terms hereinafter set forth beginning on the ____ day of _____, 20__.

Appointment:

The Association hereby appoints Managing Agent and Managing Agent hereby accepts the appointment on the terms and conditions hereinafter provided, as exclusive agent of the Association (hereinafter called the "Association"). Managing Agent shall have the power, authority and duties to supervise the management and maintenance of the Association, and shall perform the duties and carry out the functions of the Association as provided and specified in the Declaration and Bylaws (hereinafter called the "Declaration"), a copy of which is hereto attached, marked as Exhibit A and by this reference incorporated herein, as though the terms and provisions were set forth in full.

Term:

The term of this Agreement shall be from the date of the execution thereof for minimum term of two (2) year(s); and thereafter for a period of one year unless this Agreement is terminated by the Board of Directors of the Association upon sixty (60) days written notice or by the Managing Agent upon sixty (60) days written notice given to the Board of Directors of the Association.



Managing Agent's Duties:

Agent shall render services and perform duties as Agent of the Association and the Association hereby gives Agent the authority and powers required to perform these services as follows:

Common Areas & Facilities:

1. Site visits at a minimum of two times per month to effectively manage the grounds. Any items needing to be addressed by the Association shall be relayed within one business day following the site visit. A management report shall be emailed to the Board on a monthly basis addressing any unresolved items and listing the status of all pending items.
2. Contract with suitable Vendors, on behalf of the Association, in order to maintain common areas and facilities in accordance with acceptable standards as established by the Board of Directors. Agent shall oversee contractors hired by the Association but shall not be held responsible for damage or poor workmanship performed by said contractor.
3. Ongoing evaluation of and recommendation for long term maintenance needs of the common areas and facilities.
4. Obtain and collect bids for common area maintenance and facilities and major maintenance projects. Major projects shall require a minimum of three bids.
5. Negotiate and retain contracts and services, on behalf of the Association, including but not limited to, utilities, trash removal, snow removal, landscaping and other contract services.
6. Agent shall not incur more than \$1,000.00 of expense for any one item of repair or replacement (excluding emergency repairs), unless said expense has already been authorized by the Association, without Agent getting prior approval from the Board of Directors.
7. Agent shall review and process requests submitted to the Architectural Review Committee, send written correspondence of Committee's decision and retain records of all decisions. Agent will also report to the Architectural Review

Committee any and all violations relating to new construction, additions or remodeling.



Fiscal and Accounting Services:

1. Agent shall assist in the preparation of the Annual Budget, for approval by the Board, at least 90 days prior to the annual meeting or as required by the Board. Board shall either accept the budget as written or make the Agent aware of any unacceptable items or questions within 30 days of receipt of the budget. Failure to provide Agent with notice within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget upon approval of the Budget.
2. Agent shall obtain, at Associations cost, a reserve study in accordance with the direction of the Board of Directors and in accordance with state law.
3. General bookkeeping of all accounts (i.e. operating, reserve and investment, including but not limited to posting and depositing monthly dues and assessments according to the Declaration.
4. Prepare homeowner statements for regular and special assessments as required by the Declarations.
5. Follow up on all delinquencies, via mailing of delinquency notices and/or collection letters as directed by the Board of Directors and recommend procedure for delinquent accounts. Agent shall:
 - a. Within 15 days from initial invoicing send a reminder notice to Owner.
 - b. Within 30 days from initial invoicing send a delinquency letter to Owner.
 - c. Within 60 days from initial invoicing contact the Board of Directors for a decision on pursuing legal action.
 - d. All interest, late fees and penalties shall be invoiced to the Owner based on the Declaration or by the direction of the Board.
6. Daily tracking of all account balances maintained by Agent.
7. Payment and tracking of invoices from vendors and service providers and such

- invoices shall be compared to the budget on a year to date basis.
8. Monthly reconciliation of all accounts maintained by Agent.



9. Provide a monthly accounting report to be submitted electronically in Microsoft Excel format by the 15th of the following month (pending timely receipt of bank statements for reconciliation). Such report shall consist of:
- a. Balance Sheet
 - b. Profit & Loss
 - c. Budget v. Actual (YTD)
 - d. Transaction Detail
 - e. Accounts Receivable Aging Report
10. Provide documentation to assist with preparation of Annual Financial Reports prepared by CPA as well as provide information for any filing of local, state and federal forms.
11. Agent's collection responsibility shall be based on the direction of the Association (i.e. monthly, quarterly, semi-annually, and annually). Additional collections will be invoiced on a per basis amount to the Association.
12. Provide information to assist in performance of audits in cooperation with auditors appointed by the Association.

Insurance:

- 1. Recommend insurance coverage as required by the Covenants, Conditions and Restrictions (herein after known as "CC&R's") otherwise known as Bylaws, to protect the property.
- 2. Prepare insurance specifications as per CC&R's for bid proposals, and secure bids under direction of the Board of Directors.
- 3. With the approval of the Board of Directors, place appropriate insurance coverage for fire and extended coverage, general liability, fidelity bonds, statutory and other

- approved forms of insurance coverage as specified in the Declaration.
4. Assist in processing insurance claims against the property.



Records and Correspondence:

1. Managing Agent shall maintain all financial records of the Association and its members for a period of 7 years in accordance with Generally Accepted Accounting Principals (herein after known as “GAAP”) and deliver back to the Board of Directors, rather than disposal if Board shall so request.
2. Agent shall maintain individual homeowner accounts (electronically) to record correspondence, requests and complaints.
3. Agent shall maintain record of all Association documents and correspondence as well as any and all proposals, contracts, insurance policies and any other documents relating to the Association.
4. Agent shall maintain current owners' lists as provided by supporting information.
5. Agent shall provide all new homeowners with a settlement package inclusive of all official association documents. Settlement packages shall be saved electronically and any request for a duplicate hard copy shall be at the expense of the Association as per the attached fee schedule.
6. Agent shall communicate to all owners’ rules, regulations, community information and Board actions and provide notice of the annual meeting.
7. Agent shall regularly mail to all owners those items designated by the Board at the cost of the Association.
8. Special mailings of newsletters requested by the Board of Directors shall be prepared, duplicated and mailed at the expense of the Association.
9. All requests for duplication of copies of project documents, correspondence, reports, etc., shall be at the expense of the Association.

Meetings:

1. Managing Agent shall, as part of the Management Agreement, attend one (1) Annual Meeting and four (4) monthly meetings.
2. Agent shall prepare and mail notices, proxies, ballots, minutes, agendas, etc. in accordance with the requirements and provisions of the Association CC&R's. Duplication and mailing shall be at the expense of the Association.

**Undisclosed Fees:**

Agent agrees not to collect for Agent's own account or benefit any undisclosed fees, rebates or discounts. Any such undisclosed fees, rebates or discounts shall be credited to the Association.

Bank Account:

Agent shall maintain bank accounts in a bank whose deposits are insured by the Federal Deposit Insurance Corporation, in a manner to indicate the custodial nature thereof, for the deposit of the moneys of the Association, as indicated below. Funds deposited shall remain the property of the Association subject to disbursement of expenses by Agent as described in this Agreement. No amounts deposited in said account shall in any event be commingled with any other funds of Agent or other Associations. Agent is authorized to make disbursements from the operating or other accounts for Association expenses within the Association's budget or as authorized by the Board of Directors.

Reserve accounts may also be maintained as directed by the Board of Directors and as authorized by the Declarations. All reserve accounts shall require at least two Board of Director signatures.

In the event that the balance of any account shall at any time be insufficient to pay disbursements due and payable, Association shall, immediately upon notice, remit to Agent sufficient funds to cover the deficiency. In no event shall Agent be required to use its own funds to pay such disbursements, nor shall Agent be required to advance any monies to Association.

Agent shall not be liable in the event of bankruptcy or failure of a depository. Agent shall open the following accounts:

- One checking account.
- One reserve account.



Agent's Fee:

Agent shall receive Management and Service fees for services rendered in terms of the Fee Schedule Addendum attached. If the Board requests and authorizes and Agent agrees to provide any service not specifically listed within this agreement, then such additional services shall be billed to the Association.

Agreement to Be Changed In Writing Only:

This Agreement shall constitute the entire Agreement between the Contracting Parties, and no variance or modification thereof shall be valid and enforceable, except by an agreement in writing.

Dispute Resolution:

If a dispute arises out of this Agreement, both parties will meet to resolve it. If agreement is not reached at this meeting, both parties will jointly employ the American Arbitration Association or any other arbitration panel mutually agreed upon by the parties, to arbitrate the dispute. The results of this arbitration are binding upon both parties and the arbitrator is authorized to file the decision in the applicable court of jurisdiction. The arbitrator is to award reasonable attorney's fees and costs to the prevailing party.

Responsibility:

Managing Agent shall be responsible for any willful misconduct or negligence, but shall not be held responsible for any matters relating to error of judgment, or for any mistake of fact or law, or for anything which it may do or refrain from doing, which does not include

any willful misconduct or negligence.

Hold Harmless:

The Association shall indemnify, defend and hold Agent and it's employees harmless from all loss, damage, cost, expense (including attorney's fees), liability, claims for personal injury or property damage, error of judgment, or for any mistake of fact or law incurred or incurring in, on, or about the property except in the case of willful misconduct or gross negligence by Agent.



Liability Insurance:

The Association shall obtain and keep in force adequate insurance against physical damage and against liability for loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation, or maintenance of the property. The amounts and types of insurance shall be acceptable to both Association and Agent, and any deductible required under such insurance policies shall be at the Association's expense. Agent shall be listed as an additional insured on all liability insurance maintained with respect to the property. Liability insurance shall be adequate to protect the interests of both Association and Agent and in form, substance and amounts reasonably satisfy Agent. Agent may, but shall not be obligated to, place said insurance and charge cost thereof to the operating account.

Agent Assumes No Liability:

Agent assumes no liability whatsoever for any acts or omissions of Association, or any previous owners of the property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any resident in the payment of any monthly assessment or other charges due Association or in the performance of any obligations owed by any resident to Association. Nor does the Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of Association in writing.

Association Responsible For All Litigation Expenses:

Association shall pay all expenses incurred by Agent, including but not limited to,

reasonable attorney's fees and Agent's cost and time, and any liability, fines, penalties or the like, in connection with any claim, proceeding, or suit involving an alleged violation by Agent or Association, or both, including but not limited to any law pertaining to fair employment, environmental protection, taxes, or fair housing, including but not limited to, any law prohibiting or making illegal discrimination, provided, however, that Association shall not be responsible to Agent for such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent Association in any such proceeding or suit.



Fees for Legal Advice:

Association shall pay reasonable expenses incurred by Agent in obtaining legal advice regarding compliance with any law affecting the property or activities related to the Association.

Relationship:

The relationship of the parties shall be that of Principal and Agent, and all duties to be performed by Agent under this agreement shall be for and on behalf of Association, in Association's name, and Association's account. In taking any action under this agreement, Agent shall be acting only as Agent for Association, and nothing in this Agreement shall be construed as creating a partnership or employee relationship.

Notice:

Any notice by either party to the other shall be in writing and shall be given, and shall be deemed to have been duly given, if either delivered personally to a party, or mailed by US Mail to the party to whom notice is to be given as follows:

Agent: Investment Property Services LLC

102 Larch Circle, Suite 302
Newport, DE 19804-2364
302-994-3907

Association: _____



This Agreement shall inure to the benefit of and constitute a binding obligation upon the Association and the Managing Agent, and their respective heirs, administrators, successors or assigns.

WITNESS WHEREOF, the parties hereto have executed the Agreement the day and year first above written.

AGENT:

INVESTMENT PROPERTY SERVICES LLC

By: _____ Date: _____

ASSOCIATION NAME:

BOARD OF DIRECTORS:

President: _____ Date: _____

Vice President: _____ Date: _____

Secretary: _____ Date: _____

Treasurer: _____ Date: _____

Member At Large: _____ Date: _____



Proposed Fee Schedule Westtown Village Condominium Association

Fixed Management Fee:

- **1 – 30 units:** **\$550** per month
- **31 – 60 units** **\$900** per month
- **61 – 92 units** **\$1,800** per month

Additional Charges:

- Electronic Settlement Packages-\$100 (to be passed on to Buyer/Seller)
- Hard Copy Settlement Binders-\$200 (to be passed on to Buyer/Seller)
- Recertification Certificates:
 - First request as part of sale of unit- included in settlement package
 - Additional Updates - \$50 per update
- Website Fee- per contract with host
- Charges for postage, printing, long distance calls, facsimiles, supplies and other administrative costs incurred on behalf of the Association will be calculated and billed on a monthly basis.
- Any legal fees incurred

Any service not specifically covered by this Agreement or not specifically required to be performed by the Agent under this Agreement but which the Board of Directors requests and authorizes and which the Agent accepts, will be performed and subsequently billed to the Association.

Lot _____ Block _____
Date of Purchase Agreement _____

Community _____
Property Address _____

DELAWARE PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of the _____ day of _____, 20_____, by and between **NVR, INC. t/a _____** ("Seller", "Us", "Our" or "We") and _____ (purchaser) and _____ (co-purchaser), presently residing at _____ (telephone) _____ (individually and collectively "Purchaser", "You" or "Your").

1. What You are buying. The Property You are buying is:

Lot # _____, Section # _____, Subdivision _____ (the "Community"), County or City of _____, State of Delaware (the "Lot"), together with a home to be built on the Lot by Seller according to Seller's plan known as the _____ Model, Set/Version #_____, including those options you have selected on the attached Master Selection Sheet. We will call this the "Home" and, with the Lot, the "Property" throughout this Agreement.

The Home may not be exactly like any of the model homes You may have seen. Also, the Home may be different than what You have seen in our advertisements and marketing information. The Home will be constructed as shown on the construction drawings (or blueprints), the grading plan, floor plans and other plans related to the construction of the Home, all of which You acknowledge that You reviewed, together with the options You selected on the Master Selection Sheet, which is incorporated into this Agreement by reference, and any Change Orders we mutually agree to during the time Change Orders are allowed to be submitted as provided in the Change Order Policy provided below. All of these together are called the "Plans and Specifications". You should also note that there are many ways to measure square footage so the final square footage of the Home may be different than that which is initially shown to You due to the method of measurement.

We offer You a wide variety of options to personalize Your Home to meet Your individual needs and requirements. Many of the components needed to construct the Home must be ordered well before construction begins and any changes after the date of this Agreement could affect the start of construction, loan approval process and closing of Your Home. In addition, many changes requested after the date of this Agreement require additional administrative, engineering, permit and loan approval actions, which may make the changes not only cost prohibitive, but can cause significant time delay.

All change requests are subject to Our approval. We are under no obligation to accept any change request beyond these change periods. We firmly adhere to this policy in order to best serve You and deliver the Home without delays.

The following is Our "Change Order Policy". Structural option change requests will be accepted within _____ days after Your execution of this Agreement. All Change Order Addenda must be signed by You (if more than one, all Purchasers must sign) and submitted to Your Sales Representative within this _____ day time period or the change request will not be accepted or processed.

Non-structural option selections and/or change requests will be accepted as described below. All Change Order Addenda must be signed by the Purchaser (if more than one, all Purchasers must sign) and submitted to Your Sales Representative within this time period or the change request will not be accepted or processed.

The final date that requests for flooring changes will be accepted is on or before: _____.

The final date that requests for wiring changes will be accepted is on or before: _____.

The final date that requests for all other non-structural changes will be accepted is on or before: _____.

☐

If the box to the left is checked, no changes will be allowed for this Property.

We make no representations or warranties about what other improvements may be constructed within the Community including home types, sizes, location or prices or the uses of property adjacent to the Property or to the Community. Any plans or information You may have seen for this community are subject to change. Unless otherwise stated in an addendum to this Agreement, We have no obligation to provide You with copies of the preliminary or final site plans, the record plat, blueprints, general plan maps or other planning documents which may affect the planning and development of the surrounding area. Also, utility transformers are the sole responsibility of the utility companies and we have no authority to determine where utility transformers may be located on the Property or anywhere in the Community.

You acknowledge that the timing of construction, location, existence, size and features of tot lots, trails, community entry features and monuments, and recreational facilities within the community (collectively the "Facilities"), if any, are subject to change. No representations as to the timing, location, size or features of such Facilities are part of this Agreement.

You are purchasing the Property as [CHECK BOX A, B, C OR D BELOW]:

- ☐ A. Your principal residence and will occupy and reside in the Property.
- ☐ B. a model home pursuant to the attached Model Home Addendum.
- ☐ C. a second home.
- ☐ D. an investor. The Property will not be Your principal residence and You will not occupy and reside in the Property. You are not acquiring the Property as a second home. If this box is checked, Paragraph 4 does not apply to You.

You hereby represent and warrant to Us the truth and accuracy of the statements made above and You understand and agree that We are relying on the truth and accuracy of these statements as a material inducement to Our entering into this Agreement with You. If Your statements made above are found to be untrue or inaccurate, or if Your status changes prior to Settlement, You will be deemed to have checked the box above that truly and accurately reflects the circumstances involving Your purchase of the Property. In such event, We may require You to increase the Deposit, at Our discretion. Under such circumstances, You would be required to pay such Deposit increase to Us within ten (10) days after Our request for such additional Deposit is made. Your failure to fund any such increase of the Deposit shall be deemed to be a material breach of the Agreement.

2. Sales Price and Payments. You agree to pay to Seller for the Property, including the options listed on the Master Selection Sheet, the sum of \$_____ (the "Purchase Price") payable as follows:

- (a) Cash earnest money deposit upon Purchaser's signing of this Agreement..... \$_____
- (b) An additional payment in cash due on or before _____ \$_____
- (c) The balance in immediately available funds on the Actual Settlement Date hereunder..... \$_____

The term "Deposit" shall mean all amounts due from Purchaser to Seller pursuant to Paragraphs 2(a) and 2(b). Any checks accepted by Seller shall be subject to collection and payment. All refunds or credits to Purchaser of the Deposit shall be without interest, except as provided in Paragraph 12(b).

3. Payment of Closing Costs and Cash Discount. You are responsible for payment of all "Closing Costs" unless You are otherwise eligible for the Cash Discount as defined by this Paragraph and as permitted by applicable law.

"Closing Costs" are the fees and charges charged by Your lender and third parties related to the purchase and finance of your home. Closing Costs include all charges due to Your lender, home insurance premiums, mortgage insurance premiums, title insurance premiums, Your attorney's fees, realtor commissions, regional congestion fee (unless We have agreed to pay these for You), all recordation fees and taxes, including but not limited to transfer taxes (even if typically paid by a seller or grantor), and any other fees charged for the Settlement.

A Cash Discount is a credit applied toward the payment of Closing Costs. The Cash Discount cannot exceed the amount of Closing Costs due.

You have the right to obtain a loan from any lender You choose.

We have an affiliation with NVR Mortgage Finance, Inc. ("NVRM"). If You obtain Your mortgage loan through NVRM, You will be entitled to a Cash Discount of \$_____ at Settlement. The final amount of the Cash Discount is subject to reduction based upon Your selected loan amount and loan program requirements.

If You select a lender other than NVRM, You are not eligible to receive the Cash Discount.

If You select NVRM as Your lender You are eligible for the Cash Discount.

4. How You intend to pay the Purchase Price. ☐ If the box to the left is checked, You are paying the Purchase Price in cash (i.e., no mortgage loan) in which case this Paragraph does not apply to You.

If the box above is not checked, You intend to apply for a mortgage loan to pay the Purchase Price at Settlement, less any amounts (such as the Deposit) that You pre-pay. In order for us to complete Your Home by the Estimated Settlement Date (which is given in

Paragraph 8(a)), You are required to apply for a mortgage loan with a lender of Your choice within seven (7) days after You sign this Agreement. You are also required to diligently work with Your lender in good faith to obtain loan approval, which we will refer to in this Agreement as the "Loan Approval". While We will assist You in working with Your chosen lender, it is Your responsibility to respond to Your lender's request for information and meet all the conditions of Your loan application and the Loan Approval and to keep us informed of the status of Your application. You authorize Us to communicate with Your chosen lender and to disclose information regarding this transaction to the lender.

If You do not have Loan Approval within forty-five (45) days after the date of this Agreement (the "Loan Approval Period"), We will have the right to cancel this Agreement. If we believe You have not used good faith efforts to obtain Loan Approval, We will have the right to keep Your Deposit. If You did not obtain the Loan Approval in spite of using Your good faith efforts to do so, then we will refund Your Deposit once You sign Our Mutual Release Agreement. Alternatively, We could decide to extend the Loan Approval Period. However, if We determine that You are not using good faith efforts to obtain Loan Approval during the extended Loan Approval Period, We would have the right to terminate the Agreement and keep Your Deposit.

Once You obtain Loan Approval, it is Your responsibility to meet all of the conditions required by Your lender in order for You to complete Settlement on the Actual Settlement Date (as shown in Paragraph 8(a)). Once We issue the Settlement Notice defined in Paragraph 8(a), no changes to the Loan Approval will be allowed. If the Loan Approval is terminated by the lender due to circumstances beyond your control, and You are unable to obtain another Loan Approval prior to the Actual Settlement Date, We will terminate this Agreement and refund the Deposit to You after You sign Our Mutual Release Agreement.

Notwithstanding any other provisions of this Agreement, We may at any time prior to Settlement make a good faith determination that Your lender will not be able to timely approve and fund Your Loan or that the conditions established by Your lender are unlikely to be satisfied timely. In that event We may terminate this Agreement and refund to You Your Deposit (once you execute Our Mutual Release Agreement) and this Agreement would be without further force and effect.

We will provide a house location survey at Your expense if required by Your lender, however, such survey will not include the staking of the Lot boundaries unless otherwise required by the appropriate jurisdiction or as provided by an addendum to this Agreement.

5. No Contingencies. Unless otherwise provided by addendum attached hereto, this Agreement in no way is contingent upon the sale, rental, settlement or other disposition of any other property You own.

6. Limited Warranty. You have received a copy of Seller's limited warranty (the "Limited Warranty") prior to execution of this Agreement and You agree to accept this warranty as the sole warranty being given to Purchaser. **THE LIMITED WARRANTY OF THIS AGREEMENT IS THE ONLY WARRANTY APPLICABLE TO THE PROPERTY EXCEPT TO THE EXTENT THAT THE PROVISIONS OF DELAWARE UNIFORM COMMON INTEREST OWNERSHIP ACT, 25 DEL. C. §81-101 et seq ("DUCIOA"), IF LEGALLY EFFECTIVE, ARE APPLICABLE TO THE PROPERTY, IN WHICH CASE THE DECLARANT OF THE COMMON INTEREST COMMUNITY AND THE DEALER (AS DEFINED IN THE DUCIOA) MAKE EXPRESS AND IMPLIED WARRANTIES PURSUANT TO § 81-4-113 OF THE DUCIOA. NO IMPLIED WARRANTY (WHETHER OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE) IS GIVEN ON PORTIONS OF THE PROPERTY OTHER THAN CONSUMER PRODUCTS. WE HAVE NOT AUTHORIZED ANY PERSON TO MODIFY THE TERMS OF THE WARRANTIES DESCRIBED HEREIN. WE ASSUME NO LIABILITY OR OBLIGATIONS ON ACCOUNT OF REPRESENTATIONS MADE BY ANY OTHER PERSON. THE OBLIGATIONS OF SELLER ARE LIMITED SOLELY TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE COMPONENT AND DO NOT EXTEND TO ANY DAMAGE OR HARM RESULTING THEREBY OR THEREFROM. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR PERSONAL INJURIES ARISING FROM BREACH OF ANY OF THE LIMITED WARRANTIES DESCRIBED IN THIS AGREEMENT. IF ANY DEFECT IS DISCOVERED DURING THE APPLICABLE WARRANTY PERIOD, WE WILL HAVE THE EXCLUSIVE RIGHT TO DETERMINE WHETHER THE DEFECT SHALL BE CORRECTED BY REPAIR, ADJUSTMENT OR REPLACEMENT. NO LIMITED WARRANTY CONTAINED HEREIN COVERS A DEFECTIVE PORTION OF THE PROPERTY WHICH HAS BEEN SUBJECT TO ALTERATION, MISUSE OR ACCIDENTAL DAMAGE (CAUSED BY PERSONS OTHER THAN SELLER'S EMPLOYEES AND AGENTS) OR HAS NOT BEEN AFFORDED REASONABLE CARE.**

7. Preconditions to Construction. We are not required to start construction of the Home until We receive all of the following:

- (a) All cash payments as required in Paragraph 2 above within the time provided;
- (b) A written Loan Approval as required within the time period indicated in Paragraph 4 above (unless Paragraph 4 does not apply to You in which case, Loan Approval is not a precondition to construction);
- (c) Your selection of all options; and
- (d) All necessary governmental approvals and permits.

In the event We elect to commence construction prior to the receipt of (a), (b) or (c) above, You would still be obligated to complete those items.

8. Completion of Construction; Settlement and Delivery.

(a) Settlement on the Property ("Settlement") is estimated to be completed on or about _____ (the "Estimated Settlement Date"). However, there are many variables which must be taken in consideration when scheduling Settlement, many of which We have no control over, such as Your Loan Approval, issuance of permits and the weather. Settlement will be scheduled by Us and We will give You no less than ten (10) days written notice (the "Settlement Notice") of the actual date of Settlement. We will call this the "Actual Settlement Date". At the time of Settlement, You will receive the keys and You will be able to move into Your new Home. If there is a need to reschedule Settlement after issuance of the Settlement Notice, then any notice as to the rescheduled date and time will be provided to You no later than two (2) days prior to the Actual Settlement Date. If You do not complete Settlement on the Actual Settlement Date, then You will be in default of this Agreement and We would have the rights and remedies outlined in Paragraph 12(a) against You.

We are required to complete Settlement on Your Home within two (2) years after the date of this Agreement. If we do not complete Settlement within two (2) years, then you have the rights and remedies against us outlined in Paragraph 12(b). However, if Settlement is not completed by that deadline due to Your breach or default under this Agreement, or some other reason not of Our control (see Paragraph 8(b) for a list of such reasons), then Settlement could be extended beyond the two years and We would not be in default.

If, prior to Settlement, We believe that You are no longer willing to complete Settlement, We may ask You to provide a written statement saying that You will complete Settlement. If You do not provide such a statement, or if You otherwise give Us notice that you do not intend to complete Settlement, then You would be in default of this Agreement and We would have certain rights and remedies against You as outlined in Paragraph 12(a).

(b) There may be delays in construction or Settlement from causes beyond Our control, including, without limitation, acts or defaults by You; labor disputes of any kind; inability to procure materials or unusual delay in deliveries; delays or actions caused by government authority; government refusal to issue any necessary permits; delays caused by utility service providers; war, acts of terrorism, civil commotion or other casualty; damage caused by fire, earthquake, flood, hurricane or severe weather; disruptions resulting from a health crisis, such as an epidemic or pandemic; or any form of act of God. If We are delayed, hindered or adversely affected by any of the foregoing events or any other events of a similar nature, whether or not the underlying event is foreseeable at the time of execution of this Agreement, the time for complete performance of this Agreement by Us (to satisfy the Interstate Land Sales Full Disclosure Act ("ILSA")) and for Settlement shall be extended for a period of time equal to the length of the delay attributable to such cause, and We would not be liable for damages for any such delay or failure to perform.

(c) You agree to complete Settlement when the Property is Substantially Complete. Substantially Complete shall be defined as the issuance by the local jurisdiction of a temporary or conditional certificate of occupancy or other document permitting residential use (the "Residential Use Permit") even if some items such as landscaping, driveways, final grading, exterior painting, and other minor punch-list items may not be completed. We will complete any such uncompleted items as soon as practicable, weather conditions permitting. In order to do so, We reserve the right to enter onto the Lot after Settlement to complete such exterior items without Your prior approval.

(d) You have the right to schedule a private home inspection ("Inspection") of the Property by a private home inspector at Your expense. However, the result of the Inspection must be received by Us no later than three (3) business days prior to the scheduled Settlement date. The Inspection must be performed by a home inspector who is a member in good standing of a national home inspection association in accordance with the ethical standards and code of conduct or practice of that association. Any home inspector must have insurance coverage acceptable to Us prior to entering the Property. You unconditionally indemnify and hold Us harmless from any injury to person or property occurring as a result of the Inspection. If You elect to hire an independent private home inspector, We will reasonably cooperate in scheduling an Inspection; however, the Inspection must be scheduled with no less than 48 hours advance notice to Us and the Inspection must take place during normal construction working hours. The Inspection must be coordinated with Us and may not interfere with construction or delay the construction schedule. Any deficiencies identified by the Inspection shall be promptly submitted to Us in writing along with a certified report of the home inspector. In the event any deficiency identified by the Inspection is considered a violation of any local codes or acceptable construction practices as defined in the Limited Warranty, We will correct such deficiency in a timely manner and the correction of any such deficiency shall not delay Settlement unless the deficiency is of such a nature as to make the Property uninhabitable.

(e) We will have the right to enter upon the Lot at any time after Settlement for the purpose of making exterior changes to the Lot or to adjacent lots, including but not limited to grading and drainage system changes and the removal or planting of trees.

(f) If We encounter any unusual or difficult ground conditions on the Lot, We may offer You one or more of the following options: (i) choosing an alternative lot from among those We are offering in the Community, if one is available or (ii) signing a Mutual Release Agreement and receiving a refund of the Deposit You have previously paid, thereby terminating this Agreement.

(g) Except as set forth in subsection (d) of this Paragraph 8, You may not have access or entry to the Property or the construction site during construction, nor may You store any possessions on the Property or the construction site prior to Settlement.

Any violation of this provision may, at Our election, be considered a default of this Agreement and, in addition to any other remedies available to Us, We may terminate this Agreement and keep Your Deposit as fixed and liquidated damages. If You violate this provision, You will be deemed to be trespassing and We assume no liability or responsibility for any injuries suffered by You while on the Property or construction site, and You indemnify Us from any and all injury, cost, loss or damage arising from Your actions.

9. Our Changes.

(a) We have the right to substitute similar materials of substantially equivalent quality.

(b) We reserve the right to make changes in the Plans and Specifications for purposes of mechanical installations, building code and site requirements, and reasonable architectural design improvements subsequent to the date of this Agreement.

(c) We will determine, at Our discretion, the location and ground elevation of the Home on the Lot and the necessity, if any, to reverse the plan of the home to conform to the existing Lot contours.

10. Payment of Taxes and Utility Charges. All taxes and utility charges, including, without limitation, sewer and water benefit charges and other public dues, taxes and charges will be adjusted to the Actual Settlement Date and You will thereafter assume responsibility for such charges. It is also Your responsibility to have all utility services to the Property transferred into Your name effective no later than the Actual Settlement Date. No funds shall be escrowed at Settlement for utility charges.

11. Title.

(a) At Settlement, title to the Property shall be conveyed by Special Warranty Deed and shall be good and marketable, fully insurable by a reputable American Land Title Association (ALTA) title insurance company subject, however, to (i) easements, covenants, conditions and restrictions of record, (ii) any statutory lien for ad valorem taxes which are not yet levied, published, due or payable, (iii) any homeowner's association documents restricting the use and enjoyment of the Property, (iv) zoning and other applicable laws and regulations, and (v) such facts as an accurate survey and personal inspection of the Property would reflect, provided same do not render title uninsurable or unmarketable. The Property is not subject to any ground rent. If title cannot be delivered at Settlement in compliance with this Paragraph, We may determine that we will remedy such title defects prior to Settlement at Our sole expense, in which case the time herein specified for Settlement will be extended for the period of time necessary for such action. However, if We cannot perfect title or are unable to perfect title after taking reasonable legal actions, We will promptly notify You in writing and You will have the right, at Your option, to either (i) terminate this Agreement by sending Us written notice of your decision within ten (10) days after Your receipt of Our notice, or (ii) You can waive any title defects and proceed to Settlement. At the time Settlement occurs, You will be deemed to have accepted title and We will be expressly released from all liability or damages by reason of any defect in or failure of title. If You terminate the Agreement for title defects, We will refund the Deposit to You once You execute Our Mutual Release Agreement.

(b) If easements are required after Settlement, You agree to cooperate with Us, for no additional consideration (monetary or otherwise) in executing and delivering any and all documents related to such easements.

(c) You are purchasing a completed home from Us and We are not acting as a contractor for You in the construction of the Home. You acquire no right, title or interest in the Property or the Home by virtue of this Agreement except the right and obligation to purchase the completed Home and Lot in accordance with the terms of this Agreement. Equitable title shall remain vested in Us until delivery of the deed at Settlement.

12. Default.

(a) **Default-Purchaser.** If You fail to make full and timely Settlement or if You otherwise breach any provision under this Agreement, the damages that We will or may suffer as a result of Your breach or default are uncertain and not reasonably calculable with certainty. Accordingly, We reserve the right to retain the Deposit as liquidated damages and not as a penalty, in which event You and We will be relieved from further liability hereunder. In the alternative, We may retain the Deposit for the payment of damages and pursue such legal and/or equitable remedies We may have on account of Your breach or default, including, but not limited to, specific performance. In the event You fail to take title to the Property on the Actual Settlement Date as required in this Agreement, We may, in Our sole discretion, agree to extend the time of Settlement. In the event You do not settle on the Actual Settlement Date, regardless of whether or not We agreed to extend the time of Settlement, You will be responsible for payment of a late settlement charge computed at the rate of 1% of the unpaid balance of the Purchase Price per month beginning on the originally scheduled Settlement Date through the rescheduled Actual Settlement Date. No interest rate charged herein shall be in excess of that permitted by law. If there are multiple purchasers, each of You shall be jointly and severally liable hereunder. In the event that You are in breach or default under this Agreement, You will be responsible for all attorneys' fees We incur in enforcing this Agreement.

(b) **Default-Seller.** We will be deemed to be in default upon Our failure (1) to complete Settlement as required hereunder; or (2) to perform the obligations required to be performed by Us hereunder prior to Settlement, unless You are in default. Your sole and exclusive remedy if We default shall be to recover Your Deposit (as defined in Paragraph 2 and to the extent previously paid to Us) plus interest on Your Deposit at the legal rate since the date of Our breach or default, plus the sum of One Thousand Dollars (\$1,000.00) as liquidated damages and not a penalty (which sum is a reasonable estimate of actual damages which cannot be forecasted with certainty), in return for which You and We shall be automatically released from this Agreement and You would have

no further rights to the Property. If the limitation of Your remedies (as provided above) is determined by a court to be unenforceable, Your sole remedy in the event of a pre-Settlement default by Us under (1) or (2) above shall be limited to the right to recover the greater of (A) the Deposit (to the extent previously paid to Us) together with accrued interest thereon at the legal rate or (B) actual damages You have suffered as a result of Our pre-Settlement default (as hereafter defined), in return for which You and We shall be automatically deemed released from this Agreement and the Property. The term "actual damages" shall mean the difference between the fair market value of the Property on the date We default and the Purchase Price. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, YOU EXPRESSLY WAIVE THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT AS WELL AS ANY CLAIMED RIGHT TO ASSERT OR FILE A LIS PENDENS AGAINST THE PROPERTY AND FURTHER COVENANT NOT TO DO EITHER UNDER ANY CIRCUMSTANCES. You agree that the liquidated damages provision set forth above is sufficient consideration for Your waiver of the right to sue for specific performance. All of Your rights to sue Us for default or breach of this Agreement shall merge with the deed and Your sole and exclusive remedy for any post-Settlement default by Us under the portions of this Agreement that survive Settlement shall be limited to the lesser of (i) the cost to perform or (ii) the diminution in the Property value caused by any such default, and Our alleged default in performance shall be judged exclusively by the written performance standards defined in the Limited Warranty. You hereby waive and release all other remedies following Settlement.

13. Claims and Disputes. YOU AND WE AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SETTLEMENT HEREUNDER, OR IMPROVEMENTS TO THE PROPERTY, REGARDLESS OF LEGAL THEORY, EXCEPT ANY CLAIMS UNDER THE LIMITED WARRANTY ("CLAIMS"), SHALL BE SUBJECT TO A ONE (1) YEAR LIMITATION OF ACTION PERIOD AND BAR DATE. SUCH CLAIMS BASED ON MATTERS OCCURRING BEFORE THE SETTLEMENT DATE SHALL BE DEEMED TO HAVE ARISEN AND ACCRUED, IF AT ALL, AND THE ONE YEAR LIMITATION OF ACTION PERIOD FOR ALL SUCH CLAIMS SHALL BEGIN TO RUN ON THE ACTUAL SETTLEMENT DATE. ALL APPLICATION OF THE SO-CALLED "DISCOVERY RULE" IS MUTUALLY WAIVED BY THE PARTIES. BY EXECUTING THIS AGREEMENT, YOU ACKNOWLEDGE YOUR UNDERSTANDING AND AGREEMENT TO THESE TERMS AND THAT THE SAID ONE (1) YEAR PERIOD IS COMPLETELY REASONABLE IN ALL RESPECTS. NOTWITHSTANDING THE FOREGOING, THESE BAR DATE TERMS SHALL NOT APPLY TO CLAIMS FOR INDEMNITY AND/OR CONTRIBUTION BY US AGAINST YOU AND/OR ANY OTHER PERSON. THESE RIGHTS MAY ONLY BE ENFORCED BY YOU AND US AND NOTHING HEREIN SHALL BE CONSTRUED TO CREATE ANY THIRD PARTY BENEFICIARY RIGHTS IN ANY OTHER PERSON OR ENTITY.

14. Naturally Occurring Gases, Arsenic and Other Metals. You agree that this Agreement is not conditioned upon testing results for naturally occurring gases, including radon, arsenic, or other elemental metals, or the presence or lack of such gases, arsenic or other elemental metals affecting the Property. Upon Settlement, You will be deemed to have accepted the Property as to the presence of these gases and/or arsenic and/or other elemental metals now or in the future and Seller shall be released from any and all claims related to or arising from the presence of any naturally occurring gases, arsenic or other elemental metals. Purchasers seeking further information should contact the U.S. Environmental Protection Agency or their state environmental protection office.

15. Biological Impurities. Modern building codes require that homes be constructed to slow the escape of warm air from the house during the cold months and cold air during the warmer months. These tight construction requirements could also cause certain invisible contaminants and irritants from escaping the Home. These could include animal dander, dust, dust mites, fungi, mold, bacteria and pollen, which we will call "Biological Impurities". These can be brought into the Home through the natural circulation of air, carried into the Home by people, animals or things, including building materials and, once brought into the Home, have no way of escaping. Moisture in the Home, which can be caused by the level of air conditioning or heating and natural components used in the construction of Your home, such as wood, can cause these Biological Impurities to grow. Homeowners can take measures to minimize Biological Impurities, which measures are more fully listed in the Limited Warranty provided to You at Settlement. We are not experts in identifying Biological Impurities or any possible effects which they can cause to You or Your family. Under the Limited Warranty, We are responsible for repairing or replacing any damage caused by a defect in materials or workmanship in the original construction (please read the Limited Warranty carefully as limitations and exclusions apply). We are not responsible for any Biological Impurities that are not caused by defects in the original construction of Your Home or which are caused or made worse through Your actions or inactions.

16. Oral Statements or Promises. Unless oral statements or promises are written into this Agreement, they are not enforceable under law. By including the terms below, You and We are making them part of this Agreement and agree to abide by these terms. THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES. The following oral statements or promises have been made in conjunction with this Agreement and performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Agreement:

17. Insulation. The type, size and R value of insulation to be installed in Your new Home shall be at least as shown on the chart below. R means resistance to heat flow; the higher the R value, the greater the insulation power.

LOCATION	R-VALUE*	TYPE**
Basement Slab · W/O Only	R-10	2' V and H Rigid Foam
Foundation Walls SFD unfinished	R-15	3½" Fiberglass Batt
Foundation Walls SFD finished	R-15	3½" Fiberglass Batt
Exterior Walls	R-15 + Low E	3½" Fiberglass Batt
Walls adjacent to unconditioned space	R-15	3½" Fiberglass Batt
Floors above unconditioned space	R-30	10" Fiberglass Batt
Garage common walls	R-13	3½" Fiberglass Batt
Floors at overhangs (14" frame)	R-30	9½" Fiberglass Batt
Floors at overhangs (11-7/8" frame)	R-30	10" Fiberglass Batt
Floors over garages (14" frame)	R-30	10" Fiberglass Batt
Floors over garages (11-7/8" frame)	R-30	10" Fiberglass Batt
Attics (flat)	R-49	14.75" Blown Fiberglass
Attics (cathedral)	R-49	15" Fiberglass Batt

* This is a minimum rating; the R-value may be higher if required by local jurisdictions.

** Thickness of fiberglass insulation provided is based on U.S. Greenfiber, LLC Cocoon2 Stabilized Cellulose Insulation. Thickness may vary from manufacturer to manufacturer; however the R value will remain the same.

18. Community/School Information. We include certain information in Our marketing, advertising, promotional and sales documents regarding the community for informational purposes only and such information is given to the best of Our knowledge as of the date the information is given. We make no warranties as to the accuracy or timeliness of this information and You acknowledge that this information is subject to change, that You are not relying upon such information in entering into this Agreement and none of such information is a part of this Agreement. School district and boundary information may be obtained by contacting the appropriate County or City School Board.

19. Successors and Assigns. This Agreement shall be binding on the parties and their heirs, legal representatives and permitted assigns. You cannot assign this Agreement without Our prior written consent, which may be withheld at Our sole discretion.

20. Risk of Loss. We assume the risk of loss or damage to the Property by fire or other casualty until Settlement. If such loss or damage occurs, We may terminate this Agreement and refund the Deposit to You without further liability to You. In such event, You would have no right to or interest in fire or other casualty or hazard insurance proceeds.

21. Time is of the Essence. TIME IS OF THE ESSENCE FOR THIS AGREEMENT. This means that the failure to do what is required within the timeframes specified in this Agreement or, if no timeframe is given, within a reasonable period, is a default under the Agreement.

22. Picture Release. You give Us full permission to use, publish, and copyright photographic prints and any other reproductions of the Property, or any part thereof, for advertising, publicity, and for any and all bona fide commercial purposes whatsoever.

23. Miscellaneous. All notices and communications under this Agreement shall be in writing, except as otherwise provided herein, and shall be deemed duly given on the date such notice is (i) mailed by U.S. postal service regular mail or certified mail, first class postage prepaid, (ii) delivered to an overnight courier for next day delivery, (iii) sent by facsimile or electronic mail with transmission verification, or (iv) delivered by personal delivery. All communication to Seller shall be sent to the applicable Division office, and if to You to the address provided on the first page of this Agreement. The parties shall be responsible for notifying each other of any change of address. This Agreement (including any notices thereof) shall not be recorded. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein. Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted by any gender.

DEMASTERSALE 062920

Print Date: 1/20/2021

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This Agreement, its formation and enforceability shall be governed by the laws of the State of Delaware without regard for conflicts of law principles. Any rules of interpretation wherein this Agreement is construed against its drafter are waived.

24. Entire Agreement. This Agreement, together with the Delaware Addendum to Purchase Agreement, the Affiliated Business Arrangement Disclosure, and all other addenda pertaining thereto are incorporated by reference and constitute the entire and final Agreement. No other prior or contemporaneous agreements, representations, promises or terms (written or oral) are part of this Agreement, but are superseded by this written Agreement. No additions or changes to this Agreement shall be valid or binding unless signed by You and Our authorized officer.

25. Sales and Marketing Representative Acknowledgment; Broker Commission. The Sales Representative works for Us, which means that he or she may assist You in purchasing the property, but his or her duty of loyalty is only to Us. Additionally, You warrant to Us that this sale was brought about solely by Our sales personnel and that no outside broker or salesperson was the procuring cause of this sale, unless the box below is checked.

☐ If the box to the left is checked, You have engaged the services of a realtor and broker. You agree to hold Us harmless and to defend Us against any claim for compensation of any kind made by any realtor or broker in connection with this Agreement except for the realtor and broker identified below. We agree to pay Broker a commission in the amount of either:

☐ _____ % of \$ _____; or

☐ _____ % of Purchase Price

The commission is payable upon disbursement of funds at Settlement. Any commission due to Broker shall not be deemed earned until Settlement and We will pay the commission to the Broker from the Settlement proceeds.

Broker Name and Address: _____

_____, _____, _____
Realtor Name and Address: _____

_____, _____, _____

26. Merger. Except as specifically provided in this Agreement, all of Your rights and remedies under the Agreement shall merge with (and shall be completely extinguished and superseded by) the deed delivered to You at Settlement. The sole and only exceptions to that intended and agreed merger are those rights and remedies (if any) which are expressly defined in (a) the deed, and (b) the Limited Warranty to be issued to You at Settlement. You hereby voluntarily and expressly waive and release all contrary claims and entitlements. You agree to execute any documentation reasonably required at Settlement to further memorialize the intent of the parties stated in this Paragraph 26 and that Your rights and remedies post-Settlement shall be limited to items (a) and (b) herein. Unless otherwise expressly stated in the Agreement, all of Your obligations under the Agreement and all of the Our rights and remedies under the Agreement, including but not limited to, Paragraphs 1, 6, 8(c)-(f), 9, 10, 11(b), 12(b), 13, and 22-23, 25-26 as well as all Addenda, shall survive and shall not be merged into the deed delivered at Settlement.

27. THIS IS A LEGALLY BINDING CONTRACT. READ AND UNDERSTAND ALL PROVISIONS PRIOR TO SIGNING. IF YOU DO NOT UNDERSTAND, SEEK LEGAL OR OTHER COMPETENT ADVICE. IF YOU SIGN BELOW, IT SHALL BE CONCLUSIVELY PRESUMED THAT YOU HAVE FULLY READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT THIS AGREEMENT, AS SIGNED BY YOU ALONE, CONSTITUTES AN OFFER TO PURCHASE AND THAT THIS AGREEMENT SHALL NOT BE BINDING UPON US UNTIL EXECUTED BY ONE OF OUR VICE PRESIDENTS. THE SALESPERSON OR REPRESENTATIVE RECOMMENDING APPROVAL IS NOT SUCH A VICE PRESIDENT. YOUR OFFER SHALL BE REVOCABLE ONLY BY WRITTEN NOTICE OF REVOCATION GIVEN TO AND RECEIVED BY OUR APPLICABLE VICE PRESIDENT PRIOR TO OUR ACCEPTANCE. WE ARE NOT REQUIRED TO PROVIDE NOTICE OF OUR ACCEPTANCE TO YOU AND ACCEPTANCE OCCURS UPON SIGNATURE BY OUR VICE PRESIDENT.

PURCHASER:

#bd#9
Date: _____

#bs#9

#cbd#9
Date: _____

#cbs#9

SELLER:

NVR, INC. t/a_____

Date:_____#dmd#9

By:_____#dms#9
Vice President

Lot _____
Property Address _____

Community _____

DELAWARE ADDENDUM TO PURCHASE AGREEMENT

Addendum made this _____ day of _____, 20____ to a Purchase Agreement by and between NVR, Inc. t/a _____

("Seller", "Us", "Our" or "We") and _____ and _____

(collectively, "Purchaser" or "You"), dated _____ (the "Agreement").

Below are a series of addenda which, if checked in the left margin by Seller, are made a part of the Agreement as of the date above.

☐ **COMMON INTEREST COMMUNITY PUBLIC OFFERING STATEMENT ACKNOWLEDGMENT**
(applicable to "common interest communities" as defined in the Delaware Uniform Common Interest Ownership Act ("DUCIOA"))

Purchaser acknowledges that it received copies of the public offering statement for the Property, and all exhibits, agenda and amendments (if any) thereto (the "DUCIOA Documents"), prior to entering into the Agreement. Any deposit made in connection with the purchase or reservation of a unit from a person required to deliver a public offering statement pursuant to § 81-402(c) of this title must be placed in escrow and held either in this State or in an account designated solely for that purpose by an attorney or a licensed real estate broker or an institution whose accounts are insured by a governmental agency or instrumentality until: (i) delivered to the declarant at Settlement; (ii) delivered to the declarant because of the Purchaser's default under the Agreement; or (iii) refunded to the Purchaser. An escrow agent acting in good faith and in accordance with the terms of the escrow shall have no liability for the disposition of the fund.

☐ **COMMON DRIVEWAY ADDENDUM**

The Property subject to the Agreement is located on a pipe-stem lot and requires a common driveway. This will require the establishment of an easement over this Lot and adjacent lots for the construction and maintenance of a common driveway to be shared by the owners of the affected lots. The easement will provide that the owners of the lots share equally in the care and maintenance of the driveway and that none of the owners may restrict the use of the driveway by the other owners. This easement may not be established prior to Settlement and You agree to execute any documents necessary for the establishment and recordation of such an easement at any time after Settlement.

☐ **MODEL HOME PURCHASE ADDENDUM**

The Property shall, upon Settlement, be leased to the Seller for use as a model home pursuant to the terms of the Lease Agreement attached hereto. In addition, You shall not have the right to select any options, nor shall change orders be allowed, except as may be permitted by Us on a limited basis. All references in the Purchase Agreement to the Change Order Policy are hereby deleted since no changes to model home selections are permitted.

☐ **WELL WATER ADDENDUM**

The Property will be served by a private well water system. We will obtain all necessary approvals and permits for the construction of the water well. We will provide a water well which meets all applicable standards required by the city or county in which the Property is located. The water well shall be covered by Our Limited Warranty. Our Limited Warranty does not cover issues related to water yield or water quality subsequent to Settlement.

☐ **SEPTIC ADDENDUM**

The Property will be served by a private septic system. We will obtain all necessary approvals and permits for the construction of the septic system. We will provide a septic system which meets all applicable standards required by the city or county in which the Property is located. We will not be responsible for failure of the septic system occurring after Settlement, other than as specifically

provided in Our Limited Warranty. You acknowledge that the size of the percolation field serving the septic system is designed and approved only for the number of bedrooms originally constructed in the home and that the number of bedrooms in the home may not be increased without significant modifications to the septic system by You.



WETLANDS ADDENDUM

You acknowledge that the Lot contains “wetlands” which are required to be left in their natural state. You agree that you will maintain the “wetlands” in their natural state and abide by all covenants and restrictions that may be specified in the subdivision plat, and any federal, state or local laws or ordinances pertaining to “wetlands.”



NOTICE OF AGRICULTURAL USE

The Property is 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 this Property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

☐ FORESTED BUFFER MAINTENANCE (applicable to Sussex County only)

The Property is to be bounded by a thirty (30) foot forested buffer (the "Forested Buffer") in accordance with the provisions of Chapter 99 of the Sussex County Code. This Forested Buffer shall be considered part of the Common facilities for the development. The perpetual maintenance of the Forested Buffer shall be the responsibility of the homeowners or similar association in accordance with the provisions of the declaration, the Certificate of Incorporation and the Bylaws relative to the community association, and the provisions of the Sussex County Code.

☐ PRIVATE STREETS

The streets designated on the Plan shall be private streets and shall be maintained by the homeowners or similar association and not by the State of Delaware and do not qualify for assumption of maintenance by the Delaware Department of Transportation, State Highway Division. The streets must be improved to State Highway standards if they are to be maintained by the State of Delaware (at the discretion of the State Highway Division) and a declarant and/or community association reserves the right to dedicate any and all such private streets to public use and convey any and all such private streets to the State of Delaware or other applicable governmental authority. A disclosure regarding such private streets shall also appear in each deed to any Lot in accordance with 9 Del. C. §9623 relating to private streets.

☐ ELEVATED PLUMBING WASTE PIPES

Your home will have an in-ground basements which will require elevated plumbing waste pipes. The elevated plumbing waste pipes will cause the finished basement room dimensions to vary approximately six inches (6") from that shown in the Plans and Specifications (as defined in Paragraph 1 of this Agreement) due to the placement of these pipes which carry waste from the first and second floor of the home to the exterior sewer lines serving the community. Furthermore, if You select a finished basement bathroom or a plumbing rough-in for a future finished basement bathroom, the location of the ejector pump may cause finished basement room dimensions to vary from the Plans and Specifications due to its location and pipe routing. An additional closet may be required to house the ejector pit if it is located within the finished basement area. The ejector pump installed will be electric powered and will therefore not operate during a power outage.

☐ CASH ADDENDUM

You have elected not to obtain a mortgage loan for the purchase of the Property and You will pay the Purchase Price, in accordance with Paragraph 4 of the Agreement, in cash or other immediately available funds. You may be required, at any time, to provide proof of available funds acceptable to Us in Our sole discretion. We have agreed to provide You with a discount against cash due at Settlement, including financing and other Closing Costs as permitted by applicable law ("Cash Discount") in the amount of \$_____. Payment of the Cash Discount is not conditioned upon the use of a mortgage lender. The amount of the Cash Discount shown above shall not exceed the actual amount of Closing Costs required to be paid by Purchaser at Settlement. It is the intent of this provision that there shall be no cash payment to Purchaser at Settlement. The Cash Discount shall be reduced by an amount equal to any Closing Costs that are required by State law or regulation to be paid by Seller.

If You change financing to include a mortgage loan, this Cash Addendum shall be null and void.

☐ CLOSING COSTS ADDENDUM

At Your request, We have agreed to increase the Purchase Price by \$_____ (the "Additional Assistance") so that You can finance all/or part of Your Closing Costs. The Additional Assistance will be utilized at Settlement solely for payment of Closing Costs as defined in the Agreement. The Purchase Price is thereby increased from \$_____ to \$_____.

The payment and financing of Closing Costs pursuant to this Addendum is not contingent upon the use of NVR Mortgage Finance, Inc. or any other affiliate of the Seller.

The increase in the Purchase Price pursuant to this Addendum above is expressly conditioned upon the appraised value of the Property being at or above the Purchase Price (as defined in the Agreement), if applicable. In the event the appraised value of the Property is

less than the Purchase Price, this Addendum shall be null and void and Purchaser shall be required to pay the Closing Costs from Purchaser's funds.

You acknowledge that not all lenders allow the Purchase Price to be increased for financed Closing Costs, and consequently any requested mortgage financing may be declined. The interest rate on the Purchaser's mortgage loan may be higher than it would otherwise be if Closing Costs were not being financed at Purchaser's request and Purchaser will have higher monthly payments, a larger mortgage and will pay more interest and finance charges over the life of the mortgage loan. Additionally, this increase in the Purchase Price could result in higher real estate taxes or assessments on the Property. Purchaser further acknowledges that the Closing Costs being added to the Purchase Price will increase the mortgage loan amount, may result in a higher annual percentage rate on the mortgage loan, may require a higher amount of hazard insurance, private mortgage insurance or any other type of insurance obtained in connection with the purchase and financing of the Property and may increase the Purchaser's Closing Costs.

This Addendum, upon execution by both parties, is herewith made an integral part of the aforementioned Agreement.

PURCHASER:

Date: _____
#bd#9

Date: _____
#cbd#9

#bs#9

#cbs#9

SELLER:

NVR, INC. t/a _____

Date: _____
#dmd#9

By: _____
#dms#9
Vice President

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To: _____ / _____ (“Purchaser” or “You”)
From: NVR, Inc., t/a _____ (“Seller”, “Us” or “We”)
Lot _____ Block/Section _____ / _____ Community _____

In connection with the purchase of the Property listed above, You may need a mortgage loan and closing services. We recommend NVR Mortgage Finance, Inc. (“NVRM”) for mortgage lending services and NVR Settlement Services, Inc. (“NVRSS”) for title insurance services. NVRM and NVRSS provide efficient and professional services at competitive rates. Please be advised that We have a business relationship with NVRM and NVRSS. Specifically, NVRM is a wholly-owned subsidiary of NVR, Inc. and NVRSS is a wholly owned subsidiary of NVRM. Because of this relationship, this referral may provide Us with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) as a condition for the purchase of the Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

NVR MORTGAGE CHARGES:

- | | |
|----------------------------|------------------------|
| 1. Loan origination fee(s) | 1% to 3% |
| 2. Credit report | \$25.00 to \$100.00 |
| 3. Appraisal | \$400.00 to \$1,000.00 |

NVRSS CHARGES:

- | | |
|-------------------------------------|------------------------|
| 1. Title exam fee | \$0.00 to \$500.00 |
| 2. Lender’s title insurance premium | \$325.00 to \$5,000.00 |
| 3. Owner’s title insurance premium | \$350.00 to \$6,000.00 |
| 4. Title Insurance Binder Fee | \$25.00 to \$200.00 |

ACKNOWLEDGEMENT

I/We have read this disclosure, and understand that Seller is referring me/us to purchase the above-described settlement services and Seller may receive a financial or other benefit as the result of this referral.

#bd#9

#bs#9

Date

Purchaser

#cbd#9

Date

#cbs#9

Purchaser



Appendix A

Homeowner's Maintenance Guide & Warranty

CHAPTER EIGHT



Appendix A - Homeowner's Maintenance Guide & Warranty

Condominium Homeowner's Manual

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Manager's Message

The information in this booklet is presented to help you in selecting and maintaining your new home. The purchase of a new home may be the biggest single expenditure you will make in your lifetime. We intend that it be a happy and satisfying experience for your family. We encourage you to ask questions about anything that you don't completely understand.

In the first section of this booklet, we describe the process of viewing models, selecting options, signing the purchase agreement, obtaining a mortgage, reviewing the completed home closing, and moving into your new home. It is important that you understand this process so that you get the product that you are expecting.

The next portion of this guide deals with the maintenance of your home so that you may obtain maximum enjoyment from it. We stress that a good home does require maintenance. From the day you move in, your home will undergo wear and tear like any other product which is subject to use. However, if the instructions in this guide are carefully followed, you should be able to prevent many issues and take care of most of the maintenance with only occasional reliance on professional service personnel over the years you live in your home.

In most locations, the construction of each home includes our Standard Energy Package (S.E.P.). This construction process has evolved over several years and several thousand homes. The intent of the S.E.P. construction process is to give you a well-insulated home and to reduce air infiltration, a significant detail that most builders overlook.

In the final pages of this booklet, you will find our homeowners limited warranty. Please read it thoroughly and make certain you understand it before you execute a purchase agreement.

A very high percentage of our customers come from the recommendation of our current homeowners. We look forward to serving you and hope that you will be so enthusiastic about your home that you in turn will recommend us to others.

Selecting Your New Home

Seeing the Models

Our Homebuilding Operations build different types of homes in a number of geographically separated communities. The locations of these communities are selected in order to provide you with a choice of educational systems, convenient shopping, easy access to transportation and a variety of price ranges. Our models let you see different architectural designs, floor plans, exterior color combinations and material usages. Because of our wide variety of options, all available options cannot be shown on one model. If you don't see a type of design or an option in which you are interested, ask if it is available. For various reasons options on a home may vary from community to community and from home to home.

Color Coordinated Exterior Schemes

In most locations, we have a color selection guide from which you may select the exterior colors of your home. The guide has been carefully planned by professional designers to create the most pleasing blend of coordinated exterior color schemes. The result is a more beautiful home for you and a more attractive neighborhood, which not only protects but also enhances your investment.

Pricing of the Home and Homesite

Similar models may sell for different prices in different communities for various reasons. The cost of land, building permits, sewer and water fees and local building code requirements all have an effect on selling prices. Despite spiraling material and construction costs, the purchase price of your new home does not change after you have signed the purchase agreement and specified the options and selection sheet items you want. For pricing information see the price list published for the community in which you are interested or your Sales and Marketing Representative.

Home Setting

The location of your home on the homesite is determined by many factors. Some of them are:

- 1) Municipality requirements for set back, front, rear and side yards
- 2) Soil conditions and topography
- 3) House type
- 4) Drainage
- 5) Easements
- 6) Sewer tap elevation
- 7) Driveway gradient

We use both professional engineers and our Project Managers to properly "site" your home on the homesite. In some cases, governmental agencies require a detailed home location plan or a "plot plan". We must then be sure the home is situated according to that plan. Home setting is a critical issue. We have the responsibility to set your home professionally. Sometimes additional trees must be removed to correctly establish swales so that your yard drains properly.

We will build your home either "per plan" or "reverse plan". One is the mirror image of the other. The contour of the homesite itself dictates which way the home is built. This allows us to minimize the driveway slope and properly move water around the house. In all matters pertaining to home setting, we have sole discretion and responsibility. We will make every effort to set your home on the homesite so that as many trees as are practical can remain for your enjoyment.

Construction Schedule

When you sign your purchase agreement the Sales and Marketing Representative will refer to our long-range schedule and give you a tentative delivery date. Prior to the start of construction, there

are several things that are necessary for you to do. At a minimum, the selection sheet for your home must be completed, the mortgage approval must be obtained, and the balance of the down payment, as may be required by the purchase agreement, must be turned over to us.

When these items have been completed and we are in a position to start construction, the home is put on our production schedule. Construction time may vary depending on the size of the home you have purchased, the area of the country in which we are building and other circumstances. At the time we begin construction, we will inform you of the scheduled tentative delivery date and within approximately 30 days of the anticipated completion of construction, we will be in touch with you to coordinate the date of pre-settlement and closing.

The completion of your home is not entirely under our control. The delivery date may vary due to development of the community, weather, suppliers, and governmental process and procedures. Therefore, allow some time between our scheduled delivery date and the date you have to be out of your current residence.

Since you cannot move into your new home prior to final settlement, make your moving arrangements flexible. You should not establish a firm moving date until you have been informed of the exact closing date by our division office. We cannot be responsible for any interim or transition living arrangements.

Substitutions

We are faced with the responsibility of constantly and continually evaluating our home plans and making changes to improve them or to meet governmental building code requirements as they change.

Sometimes the tile, countertop or vanity coverings, paint, electrical fixtures, or other items selected by you may be unavailable when we are ready to order and use them. There are also times when there is a variation in color or composition from one tile, brick or paint, etc. to another by the same manufacturer. These variations cannot always be controlled because subsequent production runs may have small differences. Because of our desire to avoid delay in completion of your home, we may have to make minor substitutions. We will stay as close to the original selection as possible.

Major substitutions, i.e., floor tile, siding color, etc. will not be made without notifying you. In all cases, substituted items will be of similar quality.

Questions

There are literally thousands of details that are involved in the building of your home and it is impossible for us to tell you all of the things that may arise before, during and after construction. If you have any questions that you would like answered or clarified, please ask them.

Questions about construction of your home should be discussed with your Sales and Marketing Representative or the Project Manager. It may be necessary for an appointment to be scheduled. Our Project Managers are often responsible for several communities. Because of their schedule, it may take them up to 24 hours to return your call. Homes under construction contain many potential hazards. For insurance reasons, you are not allowed to visit the home while it is under construction.

New Home Orientation

During all the steps previously mentioned and until the completion of your home, your Project Manager is constantly inspecting your home. You should be aware that there are different levels of inspections from local to state to federal.

Before taking possession of your home, a New Home Orientation will be scheduled with the Project Manager who has been in charge of the construction of your home. The purpose of this meeting is to familiarize you with the operation of all equipment, to review owner's maintenance responsibilities and to demonstrate the quality and features of your home. Any items that are not up to industry standards of workmanship will be noted for correction.

Please review kitchen cabinets, plumbing fixtures, lighting fixtures, flooring, siding, carpet and other visible items very carefully for scratches, chips or flaws, because these items will not be replaced or repaired after you have occupied the home. It must be assumed that any such damage resulted from your use of the home if not identified during the New Home Orientation.

We also ask that you pay close attention to all of the Project Manager's instructions, particularly on how to care for the kitchen cabinets, countertops, appliances, furnace, and water heater. All agreed upon items for correction will be noted on the New Home Orientation form, a copy of which will be given to you. Items noted should be attended to within ten (10) business days, weather permitting. When all noted items are completed, you will be asked to sign the New Home Orientation form that the work has been completed.

Closing

Closing will take place at NVR Mortgage or another designated closing office. You will be given possession of the home following satisfactory completion of pre-settlement and closing, including transfer of funds.

You may not move your family or any of your furniture into the home before the final settlement takes place and the occupancy permit has been issued by the local municipality. You will receive the keys to your new home at your closing.

Utility Obligations

In most communities you personally must apply for activating telephone, water, electrical and (where applicable) natural gas service. In some cities, utility companies require advance notice in order to service you in the time frame you require.

Also, in some cases, deposits may be required. You are required to remove our name as of date of closing.

Service

In emergency situations (anything that may make the premises uninhabitable or cause permanent damage) you should contact directly those companies listed on the emergency phone list you received at the New Home Orientation. If you are unable to adequately take care of the problem, please call Customer Care for assistance between the hours of 7:00 a.m. and 7:00 p.m. EST during normal business days.

THE LIMITED WARRANTY PROVIDED FOR IN THIS BOOKLET INCLUDES BINDING ARBITRATION IN THE EVENT OF A DISPUTE WHICH IS NOT SETTLED BETWEEN YOU AND THE BUILDER. YOU SHOULD READ THE ARBITRATION PROCEDURES AND BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILITIES IN THE EVENT ARBITRATION IS USED.

Easements & Restrictive Covenants

It is very likely that easements on or adjacent to your lot have been granted to municipalities or utility companies. They typically include right-of-way areas for street, line of site, and sidewalk, as well as electric, telephone, sewer, water and gas utility lines. In some cases drainage easements have been established to control water run-off.

The easements are normally included on your plot plan, the community map, and/or the recorded plot plan. This may not always be the case, however, because easements can be created at any time. They are, however, a matter of record and can be found on file in the land records at the local Court House. Please remember that the use of land within recorded easements is at the discretion of the municipality or utility companies. Therefore, transformers or other utility boxes may be located within these areas without our knowledge. We have paid careful attention to these easements in locating your home on the lot and in the grading of your homesite. It's important not to change any grades in your drainage easements or install any structures of a permanent nature in easement areas.

Sometimes restrictive covenants may have been recorded by the community in which your new home will be built. These covenants are designed to protect the value of your property by prohibiting, without approval, certain practices such as keeping of livestock, erecting of fences, etc. The restrictions vary from community to community. Your Sales and Marketing Representative can supply you with a copy of these restrictions for your community.

In addition, there are zoning and community regulations that apply to your community. Such regulations govern building setback lines, side yard regulations, square footage regulations, and in some cases may cover the extent and type of alterations you can make to your property. Check with your local governmental authorities if you plan to alter your home or grounds.

I. INTRODUCTION

PLEASE READ THIS CAREFULLY. The following is intended to acquaint you with our responsibilities under this Limited Warranty. If a defect that results in actual physical damage to the home occurs, the Performance Standards will be used to determine our obligation under this Limited Warranty. If a specific defect is not addressed in the Performance Standards, one of the following standards will be used to determine our obligation under this Limited Warranty:

- a. Locally adopted codes; or
- b. Model codes covering building, mechanical, plumbing and electrical systems; or
- c. Codes of nearby jurisdictions; or
- d. Locally accepted building practices.

Also note that coverage on certain items varies within the Warranty Period and some items rely on proper maintenance and timely notification by the Homeowner. We reserve the right to review each warranty claim individually based upon the circumstances of the claim.

Any time that warranty service is performed during the Warranty Period, such service continues to be covered within the remaining original Warranty Period; however, there is not any extension to any service item beyond the original Warranty Period.

THE LIMITED WARRANTY PROVIDED FOR IN THIS BOOKLET INCLUDES BINDING ARBITRATION IN THE EVENT OF A DISPUTE WHICH IS NOT SETTLED BETWEEN YOU AND THE BUILDER. YOU SHOULD READ THE ARBITRATION PROCEDURES AND BE FAMILIAR WITH YOUR RIGHTS AND RESPONSIBILITIES IN THE EVENT ARBITRATION IS USED.

II. NATURALLY OCCURRING GASES

A small percentage of homes in the United States experience elevated levels of radon gas and/or methane gas or other naturally occurring gases. These are naturally occurring gases which rise up and escape from the soil. This phenomenon can occur in any home, regardless of the type of home or who builds it. We claim no expertise in the measurement or reduction of these gases in homes, nor do we provide any advice to homeowners as to acceptable levels or possible health hazards of the gases. As to radon, homeowners may wish to obtain a test kit that meets the EPA protocol for measuring the level of radon gas in their homes. EPA publishes a list which provides information on EPA-approved suppliers of such test kits. Further information is available through the U.S. Environmental Protection Agency or the applicable state environmental protection office. **WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE PRESENCE OF NATURALLY OCCURRING GASES, SUCH AS RADON AND/OR METHANE, AT OR IN THE VICINITY OF THE SUBJECT PROPERTY.**

III. SOUND ATTENUATION.

Although our homes meet or exceed the code requirements for sound attenuation, there remains the possibility that you will be able to hear sounds from interior and exterior sources through the windows, floors and walls. If noise is caused by a construction defect, such defect will be warranted as provided in this booklet; however, noise from whatever source cannot be excluded entirely.

IV. HOMEOWNER RESPONSIBILITIES

The home requires an active maintenance effort on the Homeowner's part to reduce the likelihood of damage due to neglect, improper maintenance, or abnormal use. Various regions of the country have different local maintenance issues. Some specific Homeowner responsibilities are included under specific topics in the section on Performance Standards.

The following list of page and section numbers refer to specific home maintenance items which must be performed by the Homeowner.

Page 8	Item A	Landscaping
Page 11	Item 2.1	Sub-Surface Drainage Materials
Page 11	Item 2.2a	Surface Drainage
Page 22	Item 7.1a	Damp Proofing
Page 23	Item 7.3a	Roofing, Gutters and Downspouts
Page 27	Item 7.7a	Caulking
Page 32	Item 9.2a	Ceramic Tile
Page 44	Item 12.1a	Plumbing
Page 47	Item 13.0a	HVAC

NOTE: Damage caused or made worse by Homeowner negligence, improper maintenance, or improper operation is expressly excluded under this Limited Warranty.

A. Landscaping

To properly start your lawn, we recommend that you purchase a book on lawn and garden care. Your lawn and/or shrubs will need regular and consistent attention. After final settlement, we cannot be responsible for seeing that this work is done. Your lawn and/or shrubs will show the effort you have put forth.

If you choose to install a sprinkler system we are not responsible for site conditions, such as rock, which may affect the cost of such system.

SEEDED LAWNS:

If your contract included a lawn package, you will receive a starter yard. The most important time for your yard will be the first thirty days. Begin to water immediately to establish a moist soil condition, preferably in the morning. After this, water every day to maintain a moist soil surface for 20 to 30 days. In hot weather, disease and fungus will attack wet grass, so you must allow time for the grass to dry off before nightfall. The amount of water your lawn requires will vary depending on the type of soil you have, temperature, humidity, wind, and amount of rain.

On new grass, it is important to keep the lawn mower blade sharp, so that the grass blades are cut, rather than pulled out or torn. Minimum cutting height of 3 inches should be kept in mind. Do not rake newly seeded lawns, if possible bag or collect clippings to encourage new growth. With starter lawns there will be areas that require you to spot seed. Also, stones which surface to the top are normal and should be removed by hand.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Builder's Limited Warranty does not include the replacement of seeding, or sod.

SODDED LAWNS:

Sod must be kept moist until the sod is well established (roots have grown into soil). This will usually take 3-4 weeks. After turf begins to grow, reduce watering to 2-3 times a week. Leave sprinkler in the same spot for 1 hour or until the ground is fully saturated. Then cut, water, and fertilize as you would an established lawn.

Your lawn will need to be fertilized and/or limed. Do not fertilize in hot weather, and always water after applying fertilizer. The most important item your new lawn will need is water, water, and more water. The Warranty does not include the replacement of seeding, or sod.

TREES AND SHRUBS:

Water every other day for the first week, then once a week if temperatures are below 85 degrees, twice a week if above 85 degrees. It is important to soak the plants, not sprinkle the top of the mulch. Watering should continue through the fall of the first year. Trees need 5 gallons of water per week, more if it is hot. Shrubs and trees will need pruning and fertilizing. Again, we recommend that you purchase a book on garden and lawn care for more detailed instructions as there are too many variables to be specific.

Trees and shrubs are not warranted by us, whether pre-existing or planted by us.

B. Homeowner Maintenance Tips

Your new home has been carefully designed and constructed to provide you and your family with a safe, comfortable home. However, in order to maintain your home in top condition, some periodic attention on your part is necessary. In this Manual, we have incorporated maintenance ideas that we hope will be helpful to you.

C. Mold

Mold is a naturally occurring fungus which is spread by microscopic spores. Homes cannot be designed to exclude the possibility of mold spores circulating within the house and the subsequent development of mold. In order to grow, mold requires both a food source (i.e. fabric, carpet, drywall, and wood, among others) and moisture. A homeowner can and should minimize moisture within the home in order to reduce or minimize mold growth. There are many possible sources of moisture within a home including, but not limited to, humidity, condensation, leaks, spills and overflows. Some or all of these sources of moisture can be prevented through good maintenance and housekeeping practices. It is important to note that if the source of moisture is not minimized within 24-48 hours, that it can prove to be the basis upon which mold may develop.

In light of the above, a homeowner has a continuing obligation to minimize the potential for mold growth and minimize mold when and if it develops. This can be effected by some or all of the following:

1. Regular vacuuming and cleaning of the house, following manufacturer's recommendations for specific products.
2. The use of exhaust fans, the air conditioner and taking other steps to evaporate or facilitate the evaporation of moisture during seasons of high humidity, such as late spring, summer and early fall, to minimize the humidity within the home. If the home has a humidifier, make sure it is turned off during these seasons.
3. Inspection for leaks on a regular basis within the house and, in that regard, looking for wet spots, discoloration, musty odors and any visible signs of mold. Particular care should be given to the inspection of condensation pans in refrigerators and air conditioners. All leaks should be repaired promptly.
4. Any spills, puddles or other sources of moisture should be cleaned up and dried as soon as possible. Under no circumstances should water be allowed to pool or stand in your home. Any materials that cannot be thoroughly dried, including drywall, insulation, padding or carpeting, should be replaced promptly.
5. Use of exhaust fans while cooking or using shower.

If, notwithstanding all of these preventive measures, mold should develop, the affected area should be cleaned with proper cleaning solutions. Materials that cannot be cleaned effectively should be discarded. If the mold growth is severe, the services of a professional cleaner should be utilized.

As your builder, we should only be contacted where the source of moisture is a direct result of a building defect or mechanical problem within the applicable warranty period. Such notification must be given within 24 hours in order to minimize the possibility that the source of moisture will lead to mold development. We will not be responsible for any damages caused by mold or by any other agent arising from or connected with the mold for property damage, personal injury, emotional distress, death or adverse health effects.

D. Ice Damming

During prolonged severe winter weather conditions, ice and snow build-up is likely to occur at the eaves of a roof. This condition occurs when snow and ice accumulate and gutters and downspouts freeze.

It is important to check the gutters in the spring and fall, since the most serious damage to your home will result in the winter if gutters and downspouts are obstructed. It is the Homeowner's responsibility to keep gutters and downspouts clear of tree limbs, leaves, balls and other obstructions which can stop the downspout from functioning properly.

In the winter, ice build-up at gutters can pull gutters loose from the home. Ice build-up can also cause water to back up under the shingles and leak into the home. The installation of gutter guards may aggravate ice damming problems. Also, we will not remove ice damming from the roof. You may want to discuss coverage for this kind of possible damage with your insurance agent when selecting a homeowner's insurance policy.

V. PERFORMANCE STANDARDS

A. TWO YEAR GENERAL WARRANTY ITEMS

1.0 GENERAL DATA

Coverage: 1st Two Years Only As Stated

Area: Workmanship & Materials as stated

The Performance Standards list specific items (defects) within each separate area of coverage. The first section covers Workmanship and Materials; the second section covers Systems. The standards are expressed in terms of performance criteria. For easy comprehension, the format is designed as follows:

a. Service & Maintenance Tips

b. Problem Solving

1. Possible Condition

A brief statement, in simple terms, of problems that may be encountered.

Performance Standard

A performance standard relating to a specific deficiency.

Responsibility

A statement of the corrective action required of the Builder to repair the condition or a statement of the Homeowner's maintenance responsibilities.

2.0 SITEWORK

Coverage: 1st Two Years Only

Area: Workmanship & Materials

2.1 Sub-Surface Drainage Materials

a. Service & Maintenance Tips

We have damp-proofed the outside of the foundation below grade with a high-quality damp-proofing material. In most locations, we have installed interior and/or exterior perimeter drainage to redirect any water that may accumulate at the base of the foundation. It is important that you keep the ends of these drain relief pipes clear, so that the water flowing from around the foundation is not blocked. We have established the grade around the outside of the home to carry the water away from your home. (See “Landscaping”)

Your sump pump (if your home is equipped with one) should be checked periodically, and if there is a float, check to see that it is operating freely. The sump crock should be flushed periodically to keep sediment from building up. For ease of operation, use silicone spray on the float and other moving parts. Power outages will affect the operation of the sump pump. Battery back-ups are available at local retail stores.

2.2 Surface Drainage

a. Service & Maintenance Tips

Proper grading is essential to provide and maintain a dry basement. We have provided proper drainage around your home in general conformance with the approved site plan as determined by local requirements. In some cases, the addition of swales and mounding around the outside of the foundation wall may have been necessary. It is important that the established grades be maintained, and the swales remain clear, so that surface water may flow away from your home. Gutters, downspouts, and splash blocks should be kept unobstructed and maintained to divert water away from the foundation.

Within the first two years, we will provide on a one-time basis, labor and material to fill any settled areas to include water, electric, sewer and gas lines.

We will replace or put back landscaping (sod, seed or bushes) which is disturbed by the filling activities but we do not warrant or guaranty such replaced landscaping. In addition, the grass or sod may not match the existing yard.

b. Standards

1. Possible Condition

Settling of ground around foundation, utility trenches or other areas.

Performance Standard

Settling of ground around foundation walls, utility trenches or other filled areas should not interfere with water drainage from the home.

Responsibility

If we are required to provide final grading, we will fill settled areas affecting proper drainage, one time only during the first two years. We are responsible for removal and replacement of shrubs and other landscaping installed by us affected by placement of the fill. Grassed or landscaped areas which are disturbed during repair work will be restored. We are to restore, grade, seed, and landscape to meet proper conditions. Landscaping added by the Homeowner is not our responsibility for movement, maintenance, or replacement.

2. Possible Condition

Improper drainage of the site.

Performance Standard

The necessary grades and swales shall have been established by us to insure proper drainage away from the home. Standing or ponding water shall not remain for more than 48 hours in the immediate area after a rain; except in swales which drain other areas. The possibility of standing water after an unusually heavy rainfall should be anticipated. No grading determination shall be made while there is frost or snow on the ground, or while the ground is saturated.

Responsibility

We are responsible only for initially establishing the proper grades and swales in the areas disturbed by construction. The Homeowner is responsible for maintaining such grades and swales once they have been properly established by us.

NOTE: Ponding Water shall be defined as visible surface water standing in low points in the yard, (not identified as permanent erosion control measures) generally 24 hours after cessation of a hard rain, and more than 48 hours in swales and other drainage areas identified on the site plan.

Certain government restrictions, such as the Chesapeake Bay Act, the Clean Air Act, and local environmental protection guidelines, may prohibit us from entering onto undisturbed areas of the lot, therefore the areas must remain in their natural state regardless of providing otherwise positive drainage.

Ponding or drainage caused by clearing, grubbing, raking, etc., by the Homeowner or neighboring homeowners is not our responsibility.

3.0 CONCRETE & ASPHALT

Coverage: 1st Two Years Only

Area: Workmanship & Materials

3.1 Impervious Concrete & Asphalt Porches, Steps, and Driveways (refer to 3.2 for Pervious Concrete & Asphalt)

a. Service & Maintenance Tips

Most exterior concrete cracking is caused by frost or uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires. In order to protect concrete from surface deterioration, we recommend the application of a

concrete sealant available at most hardware or masonry supply houses which will help retard the deterioration of concrete surfaces.

Low spots in concrete drives are normal and can be broom swept after rain.

For asphalt drives, we suggest that you apply a driveway sealer to help improve the durability and appearance of the driveway. Sealers should be applied every three (3) years. Asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is standing still during hot weather.

On asphalt drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

On a stone driveway, we will supply extra stone for sunken sewer line areas only in the first year after closing. We will not refill ruts resulting from the use of vehicles.

On driveways and garage slabs where Fiber-Mesh concrete is used, fibers may be seen on the surface of the concrete. This is an acceptable condition and we will take no action.

b. Standards

1. Possible Condition

Pitting, scaling or spalling of concrete work.

Performance Standard

Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use. However, surface spalling may occur during exceptionally cold conditions due to moisture saturation and freezing.

Responsibility

We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control, including moisture saturation and freezing due to exceptional cold weather. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. Possible Condition

Cracking, settling, or heaving of stoops, steps, nonstructural patios, driveways, and leadwalks.

Performance Standard

Stoops, steps, driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in steps and driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where the stoop or steps abut the house or where an expansion joint has been installed.

Responsibility

We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. Possible Condition

Surface cracks.

Performance Standard

Surface cracks in driveways and leadwalks no greater than 1/4 inch in displacement and/or separation.

Responsibility

We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. Possible Condition

Standing water on stoops.

Performance Standard

Water should drain from outdoor stoops and steps. However, it is acceptable for some water to stand as it dissipates.

Responsibility

We will repair or replace concrete (at our option) to assure drainage of steps and stoops. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

5. Possible Condition

Cracks in structurally attached patios with footing or foundation systems.

Performance Standard

Cracks in excess of 1/4 inch in width or 1/4 inch in vertical displacement are considered excessive and unacceptable in structurally attached patios.

Responsibility

We will repair as required. Where cracks are caused by settlement or improper installation, we will replace that portion which has settled. Matching the color and finish of the adjacent surfaces cannot be expected.

6. Possible Condition

Stains on concrete caused by curing/sealing agents, lawn fertilizer or other chemicals.

Performance Standard

These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility

None.

3.2 Pervious Concrete & Asphalt Leadwalks and Driveways (*refer to 3.1 for Impervious Concrete & Asphalt*)

a. Service & Maintenance Tips

Most exterior concrete cracking is caused by uneven sub-grade settlement at sewers, drains, and utility line crossings. Minor cracks are a normal expectation and are best left alone. If cracks exceeding established performance standards occur, we will inspect them.

Salt and other de-icing chemicals used to melt snow and ice cause pitting and discoloration of the concrete. Any damage due to use of these products will not be covered under the warranty. Even if you do not use salt, it can be tracked on to concrete surfaces from the street on feet or tires.

Low spots in concrete drives are normal, and as water drains through the driveway and leadwalks during the rain there should not be any water standing in low spots unless the system has become clogged. As regular maintenance, debris such as leaves or mulch should be removed from the driveway surface and shop vacuumed regularly.

Concrete and asphalt driveways may be damaged by gasoline or oil spills or by sharp items, such as outdoor furniture legs, bicycle kickstands, etc. Vehicles parked in one position over a long period of time may cause wheel depressions. Similar damage may also be made by turning the wheels of an automobile while it is parked.

On drives, we will patch/fill sunken spots due to settlement of 2 inches or greater on a one-time basis during the first year of occupancy. We will not resurface the entire driveway because of sunken spots. Areas which are patched or filled may not match the existing driveway.

b. Standards

1. Possible Condition

Pitting, scaling or spalling of concrete work.

Performance Standard

Concrete surfaces should not disintegrate to the extent that the aggregate is exposed and loosened under normal conditions or weathering and use.

Responsibility

We will repair or replace defective concrete surfaces. We are not responsible for deterioration caused by salt, chemicals, implements used, and other factors beyond our control. Where a repair is made to the concrete surface, color and finish of the repaired area may not match the adjacent surface.

2. Possible Condition

Cracking, settling, or heaving of driveways, and leadwalks.

Performance Standard

Driveways and leadwalks are not to settle or heave permanently in excess of one inch in relation to the house structure. Cracks in driveways which exceed 1/4 inch in displacement between sections will be replaced. A separation of up to 1/2 inch is permitted where an expansion joint has been installed.

Responsibility

We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

3. Possible Condition

Surface cracks.

Performance Standard

Surface cracks in driveways and leadwalks no greater than 1/4 inch in displacement and/or separation.

Responsibility

We will repair or replace concrete (at our option) to meet standard. Where a repair is made to the concrete surface, matching the color and finish of the adjacent surface cannot be expected.

4. Possible Condition

Stains on concrete caused by lawn fertilizer or other chemicals.

Performance Standard

These products can stain concrete, but usually fade with exposure to sunlight and weather.

Responsibility

None.

5. Possible Condition

Water is not draining on walks or driveway.

Performance Standard

Drainage system may be clogged, and should be cleared using a shop vacuum as a part of regular maintenance of the driveway and leadwalks.

Responsibility

None.

3.3 Foundation Walls

a. Service & Maintenance Tips

Our homes have either poured concrete or concrete block foundations.

The foundation walls are subject to a wide variety of stresses and strains. The base of the wall, being in the ground, maintains a fairly constant temperature; while the top portion extending out of the ground is subject to extreme temperature changes from summer heat to winter cold causing concrete and masonry to expand and contract.

The soil on which the foundation rests may settle slightly creating stress. Don't be alarmed if you see cracks in your foundation walls. Minor cracks normally require no action. If a large crack appears, please contact Customer Care and we will inspect it.

For additional information on foundation care see the sections on grading and waterproofing.

b. Standards

1. Possible Condition

Basement or foundation wall cracks.

Performance Standard

Shrinkage cracks are not unusual in concrete foundation walls. Such cracks greater than 1/8 inch in width are to be repaired.

Responsibility

We will repair cracks in excess of 1/8 inch width by pointing, patching or other methods we determine.

3.4 Basement and Garage Floors**a. Service & Maintenance Tips**

Concrete will contract and expand due to changing temperatures. Cracks are normal and are best left alone. Because of the nature of the concrete materials, some minor low spots may occur on your basement floor. Therefore, some sections of the floor may have to be broom swept to remove water during cleaning. Cracks or low spots will not affect the overall strength of the floor. Color variation of concrete is normal. Color will become more uniform with age.

Occasionally, basement floors will collect water as a result of condensation of warm, moist air on the cold basement floor. For an explanation of this condition, see "Condensation". Mildew may also result from this condition. You should be selective about what you store on a basement floor. Items that are susceptible to moisture should not be stored on concrete floors. Also, dehumidifiers can help maintain moisture at the desired level.

b. Standards**1. Possible Condition**

Separation or movement of concrete slabs within the structure at joints.

Performance Standard

Concrete slabs within the structure are designed to move at joints.

Responsibility

None

2. Possible Condition

Cracking of basement floor and house slab.

Performance Standard

Minor cracks in concrete basement floors are normal. Cracks which exceed 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility

We will repair cracks exceeding maximum tolerances by surface patching or other methods as we determine.

3. Possible Condition

Cracking of slab in attached garage.

Performance Standard

Cracks in garage slabs in excess of 3/16 inch in width or 1/8 inch in vertical displacement shall be repaired.

Responsibility

We will repair cracks exceeding maximum tolerances by surface patching or other methods as determined by us.

4. Possible Condition

Uneven concrete floors/slabs.

Performance Standard

Except for basement floors or where a floor or portion of floor has been designed for specific drainage purposes, concrete floors in rooms designed for habitability shall not have pits, depressions or areas of unevenness exceeding 1/4 inch in 32 inches.

Responsibility

We will correct or repair to meet the performance standard. When applicable, surface patching is an accepted method of repair. We will re-install or replace any finish flooring materials originally provided by us as necessary.

5. Possible Condition

Cracks in concrete slab-on-grade floors with vinyl “sheet goods” finish flooring.

Performance Standard

Cracks which rupture the finish flooring material shall be repaired.

Responsibility

We will repair cracks, as necessary, so as not to be readily apparent when the finished flooring material is in place. We will, at our option, repair, reinstall, or replace any finished flooring materials originally provided by us as necessary. We do not guarantee color matches of repaired floors due to die lots, age and normal wear and tear.

3.5 Welled Exits and Areaways**a. Service and Maintenance Tips**

Welld exits or area drains must be kept clear of debris and periodically cleared to avoid water migration into the basement.

If your home is equipped with a sump pump, the welld exit will be connected to the floor crock. (see additional information regarding sump pumps in Section 2.1a.)

b. Standards**1. Possible Condition**

Welld exit floods

Performance Standard

Welld exit should not flood if kept clear of debris

Responsibility

We are not responsible for flooding if the welled exit is not kept clear of debris

4.0 MASONRY

Coverage: 1st Two Years Only

Area: Workmanship & Materials

4.1 Foundation Walls**a. Service & Maintenance Tips**

Whether surface parged and painted block or concrete, the grade adjacent to foundation walls has a tendency to settle and expose some portion of the wall. (See Surface Drainage)

b. Standards**1. Possible Condition**

Basement or foundation wall cracks.

Performance Standard

Small cracks not affecting structural stability are not unusual in mortar joints of masonry foundation walls. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility

We will repair cracks in excess of 1/8 inch by pointing or patching. These deficiencies shall be reported and repairs made during the first two years of the warranty period.

4.2 Brick Veneer**a. Service & Maintenance Tips**

The brick selected for your home has been professionally color coordinated with your exterior siding package to provide a visually pleasing exterior scheme as integrated with your surrounding neighborhood.

Please refrain from planting ground cover or ivy which could creep up the foundation wall, and as a result, dilute the strength of the mortar. We cannot be held responsible for the appearance of cracks resulting from vegetation, efflorescence (i.e., a white film which forms on brick in cold weather and disappears as warm weather returns) or other Homeowner maintenance items.

b. Standards**1. Possible Condition**

Cracks in masonry walls, veneer, brick steps, or stoops.

Performance Standard

Small hairline cracks due to shrinkage are common in mortar joints in masonry construction. Cracks greater than 1/8 inch in width are considered excessive.

Responsibility

We will repair cracks in excess of performance standard by pointing or patching. We will not be responsible for color variation between old and new mortar. These repairs should be made toward the end of the first two years to permit the home to stabilize and for normal settlement to occur.

5.0 METALS

Coverage: 1st Two Years Only

Area: Workmanship & Materials

5.1 Porch/Areaway Rails**a. Service & Maintenance Tips**

Ornamental iron rails, due to their location, are often exposed to severe climate conditions which can cause rusting. Inspection of railings should be made annually (in the Spring) to identify potential rust problems and repair as part of a normal maintenance schedule.

Extended periods of rust on these rails, when left untended, often lead to unsightly rust wash/drip down on concrete and masonry surfaces.

b. Standards**1. Possible Condition**

Rust shows through exterior areaway or porch rails.

Performance Standard

No rust should be visible at the final service inspection.

Responsibility

We will spot sand unacceptable rust areas only, seal with red oxide metal primer, and paint to match one time only during the warranty period. Rust stains are not covered by this Warranty beyond that stated above.

6.0 WOOD & PLASTICS

Coverage: 1st Two Years Only

Area: Workmanship & Materials

6.1 Rough Carpentry**a. Service & Maintenance Tips**

Like other building materials, wood is affected by heat and cold. It may contract or expand with weather changes. It may shrink under extreme dryness or swell under extreme humidity.

Your new home has been built with top quality lumber, which has been dried in a kiln to help restrict the wood's movement. However, some shrinkage and swelling is unavoidable. The areas that are primarily affected by lumber movement will be floors, ceilings, moldings, doors, baseboards, resilient floors, hardwood, ceramic tile, and drywall (see Section 9.4 for warranty coverage for resilient floors).

b. Standards

1. Possible Condition

Floor squeak or subfloor appears loose.

Performance Standard

Floor squeak and loose subfloor are often temporary conditions common to new home construction, and a squeak-proof floor cannot be guaranteed.

Responsibility

We will correct the problem if caused by faulty construction within reasonable repair capability. The method of corrective action to be taken shall be at our discretion.

Where necessary, we will remove the finished floor materials to make the repair and reinstall or replace if damaged.

2. Possible Condition

Wood floor is uneven.

Performance Standard

Floors shall not have more than a 1/4 inch ridge or depression within any 32 inch measurement. Allowable floor and ceiling deflections are governed by the local building codes.

Responsibility

We will correct or repair to meet performance standard.

3. Possible Condition

Wood floor is out of level

Performance Standard

No point on the surface of a wood floor shall be more than 1/2 inch higher or lower than any other point on the surface within 20 feet, or proportional multiples of the preceding dimensions.

Responsibility

We will make the necessary modifications to any floor which does not comply with the performance standard for levelness. Allowances should be made for shrinkage, cantilevers and concentrated loads. Excessive loads added by the Homeowner are not our responsibility and will not be covered under the Performance Standard.

4. Possible Condition

Bowed walls or ceilings.

Performance Standard

All interior and exterior walls have slight variations on their finished surfaces. Bowing of walls should not be visible so as to detract from the finished surfaces. Walls or ceilings bowed more than 1/4 inch within any 32 inch horizontal or vertical measurement is a deficiency.

Responsibility

We will repair the bowed area to meet performance standard.

5. Possible Condition

Out of plumb walls.

Performance Standard

Walls should not be more than 1/4 inch out of plumb for any 32 inch vertical measurement.

Responsibility

We will repair the area to meet performance standard.

6. Possible Condition

Floor deflection, vibration.

Performance Standard

With drywall construction, the allowable floor vibration deflection is 1/240th of the clear span between bearing points - or slightly more than 5/8 inch on a twelve (12) foot clear span.

NOTE: Floor deflection due to vibration occurs as live loads (people) move about over a wood framed floor; and some floor movement will occur.

Responsibility

None.

6.2 Trim Carpentry**a. Service & Maintenance Tips**

Possible consequences of wood shrinkage and swelling due to the settlement of the home may be seen in slight cracks around doorways or windows and nail pops around baseboards and on outside corners.

b. Standards**1. Possible Condition**

Separation of wood joints of interior trim.

Performance Standard

Joints in moldings and adjacent surface shall not result in open joints exceeding 1/8 inch in width.

Responsibility

We will repair separated joints, as defined, one time only during the first two years. Caulking defective joints is an acceptable practice.

7.0 THERMAL & MOISTURE PROTECTION

Coverage: 1st Two Years Only

Area: Workmanship & Materials

7.1 Damp Proofing**a. Service & Maintenance Tips**

Your basement is protected against leakage (leakage is defined as: actual trickling of water through the walls and onto the basement floor or seeping through the floor) for a period of two years. Leaks caused by changes in the landscaping installed by the Homeowner, or failure of the Homeowner to maintain proper grades are not covered by this Warranty.

We suggest that you avoid planting shrubbery too close to the foundation. Soil in shrub beds should be packed and banked so that the water will drain away from your home.

b. Standards

1. Possible Condition

Leaks in basement or in foundation/crawl space.

Performance Standard

Leaks resulting in actual trickling of water shall be repaired. Leaks caused by improper landscaping or failure to maintain proper grades are not covered by this Limited Warranty. Dampness of the walls or floors may occur in new construction and is not considered a deficiency. Ground water is a naturally occurring phenomenon which may fluctuate during certain seasons and weather conditions. In crawl space construction, we install a positive drain through the foundation or into a sump crock to help evacuate the collection of the water within the crawl space. We also install a polyethylene vapor barrier over the ground to help prevent the development of excessive humidity in the crawl space.

Responsibility

We will take such action as necessary to correct basement and crawl space leaks, except where the cause is determined to be the result of action or Homeowner negligence. Conditions contributing to water penetration will be repaired. It is the Homeowner's responsibility to maintain the systems installed in the home to minimize water infiltration. The Homeowner should periodically inspect the positive drain in the crawl space for obstructions, such as debris. The Homeowner should do the same for the drain overflow and/or the sump pump. The Homeowner should also inspect the vapor barrier in the crawl space to insure it is not damaged.

7.2 Insulation

a. Service & Maintenance Tips

Your home has been provided with an insulation package designed to meet or exceed applicable building codes.

Special attention has been paid to the type and size of insulation available within the construction envelope, quality of installation and perimeter seal.

b. Standards

1. Possible Condition

Insufficient insulation.

Performance Standard

Insulation shall be installed in accordance with applicable energy and building code requirements.

Responsibility

We will install insulation in sufficient amounts to meet the Performance Standard.

7.3 Roofs, Gutters and Downspouts

a. Service & Maintenance Tips

If the roofing material on your new home is composition shingles, they will be a “seal down” shingle. These shingles have a mastic applied to the underside of the shingle, and once the sun hits the roof, the mastic seals the upper shingle to the one beneath it.

Special care should be taken to avoid damaging your roof when installing television or radio antennas or satellite dishes. A careless job can cause serious leaks. Excessive traffic (walking) on the roof can cause damage. If shingles become loose, consult us or a reputable roofing contractor to effect the repair. Also, roof trusses are not designed as storage space.

Extra weight added to the roof (such as solar panels) may disrupt the structural integrity of the truss support systems. The use of a structural engineer to determine if any additional support is required as well as the use of a reputable installer are both recommended when adding extra weight to the roof system.

Special care should be taken when metal standing seam roofs have been installed. A professional roofing contractor should be consulted for maintenance issues.

NOTE: All roofing and flashing should be checked twice a year in order to maintain a good watertight condition. Homeowners should take care when checking flashing and vents for cracked sealant, wind damage, and protruding nails. Shingles should be checked for loose or damaged sections. It is especially important to maintain sealant where flashing meets the brick.

b. Standards

1. Possible Condition

Roof or flashing leaks.

Performance Standard

Roofs or flashing shall not leak under normally anticipated conditions, except where cause is determined to result from ice build-up, high winds, or Homeowner action or negligence.

Responsibility

We will repair any verified roof or flashing leaks not caused by ice build-up or Homeowner action or negligence.

2. Possible Condition

Standing water on roof.

Performance Standard

A properly pitched roof is to drain water except for minor ponding. Flat roofs will retain a certain amount of water. Excessive ponding of water which causes roofing material to leak is a deficiency.

Responsibility

We will take corrective action to assure proper drainage of roof and repair all leaks due to or caused by standing water.

3. Possible Condition

Water standing in gutters.

Performance Standard

When gutter is unobstructed by debris, the standing water level shall not exceed 1 1/2 inches in depth. Industry practice is to install gutters approximately level. Consequently, it is entirely possible that small amounts of water will stand in certain sections of gutter immediately after a rain.

Responsibility

We will correct to meet the Performance Standard.

4. Possible Condition

Gutters and/or downspouts leak.

Performance Standard

Gutters and downspouts shall not leak but gutters may overflow during heavy rain.

Responsibility

We will repair leaks.

5. Possible Condition

Leaks due to snow or rain driven into the attic through louvers or vents.

Performance Standard

Attic vents and/or louvers must be provided for proper ventilation of the attic space of the structure. However, snow and rain can enter the attic through these vents and louvers when certain negative pressure conditions exist.

Responsibility

None.

7.4 Louvers & Vents**a. Service and Maintenance Tips**

Soffit and ridge vents must be kept clear/open to minimize build-up of humidity which could cause movement of certain framing members within the structure.

b. Standards**1. Possible Condition**

Inadequate ventilation of attics and unconditioned crawl spaces.

Performance Standard

Attic and crawl spaces shall be ventilated as required by the approved building code.

Responsibility

We shall provide for adequate ventilation. We will not be responsible for alterations to the original system.

7.5 Siding & Trim

a. Service & Maintenance Tips

All exterior materials on your home require periodic maintenance. Some materials such as prefinished siding should be washed to maintain their appearance and remove airborne materials that can damage the finish. Other materials such as synthetic siding and trim must be maintained (repainted and/or restained) periodically. The durability of paint finishes will vary depending upon climate, exposure, and other factors. Paints or stains extend the life of the surfaces, reduce mildew, and help you achieve the color effect you desire from your siding and trim. Failure to maintain the painted surfaces on your home can result in stain damage from mildew.

The aluminum or vinyl siding on your home is characterized by its maintenance saving finish. The finish reduces costly priming and painting. You may occasionally want to wash your siding. If you do, use a mild detergent (no bleach) and a soft brush or cloth.

The shutters on your home may be washed in the same manner as the siding.

We will not be responsible for damage to the siding caused by high winds, severe storms, or lack of maintenance. All wood/composition exterior materials must be inspected for wear and maintained by the Homeowner.

b. Standards

1. Possible Condition

Siding is bowed

Performance Standard

Bows exceeding ½ inch in 32 inches are unacceptable.

Responsibility

We will install additional nails in siding to meet nailing schedules which are standard in the industry and will replace any siding that does not meet the standard. Note: some waviness in siding is to be expected because of bows in studs.

2. Possible Condition

Poor quality of exterior trim workmanship.

Performance Standard

Joints between exterior trim elements, including siding and masonry, should not result in open joints in excess of 3/8 inch. In all cases the exterior trim, masonry, and siding should be capable of performing its function to exclude the elements.

Responsibility

We will repair open joints and touch up finish coatings where repaired to match existing as close as possible. Caulking is acceptable for joints less than 3/8 inch in width.

3. Possible Condition

Delamination of plywood veneer siding or joint separation.

Performance Standard

All siding shall be installed according to the manufacturer's and industry's accepted standards. Separation and delaminations shall be repaired or replaced.

Responsibility

We will repair or replace siding as needed unless caused by the Homeowner's neglect to maintain siding properly. Repaired area may not match in color and or texture. For surfaces requiring paint, we will paint only the new materials. The Homeowner can expect that the newly painted surface will not match original surface in color.

4. Possible Condition

Delamination or deterioration of exterior lap siding.

Performance Standard

Siding should not delaminate or deteriorate within manufacturer's specifications. Natural wood siding can be expected to weather and change color as it ages.

Responsibility

We will repair or replace as needed unless caused by Homeowner's neglect to maintain siding properly. Repaired area should match as closely as possible in color and/or texture. The Homeowner should be aware that the new finish may not exactly match the original surface texture or color.

7.6 Stucco**a. Service and Maintenance Tips**

Stucco needs to be painted at regular intervals to maintain color and water permeability as per manufacturer's recommendation.

b. Standards**1. Possible Condition**

Cracks in exterior stucco wall surfaces.

Performance Standard

Cracks are not unusual in exterior stucco wall surfaces. Cracks greater than 1/8 inch in width shall be repaired.

Responsibility

We will repair cracks exceeding 1/8 inch in width, one time only, during the Warranty Period.

7.7 Caulking**a. Service & Maintenance Tips**

Caulking around all exterior openings should be inspected by the Homeowner every spring and fall. Caulking can easily be repaired with caulking compound which can be purchased from most hardware stores.

b. Standards

1. Possible Condition

Leaks in exterior walls due to caulking.

Performance Standard

Joints and cracks in exterior wall surfaces and around openings shall be properly caulked to exclude the entry of water.

Responsibility

We will repair and/or caulk joints or cracks in exterior wall surfaces as required to correct deficiencies once, during the Warranty Period. Properly installed caulking will shrink and must be maintained by the Homeowner during the life of the home.

8.0 DOORS & WINDOWS

Coverage: 1st Two Years Only

Area: Workmanship & Materials

8.1 Condensation & Humidity

a. Service & Maintenance Tips

Relative humidity is the percentage of water vapor in the air compared to the maximum amount of water vapor that could possibly be present in the air at a given temperature. As temperature increases, the capacity of air to hold moisture increases. For example, there is considerably more actual moisture in 70 degrees air with 40% relative humidity than there is in 0 degrees air with 40% relative humidity.

In older homes, it is possible for great volumes of colder air, with lower quantities of moisture, to leak into the structure. In the winter, if moisture was not added to these older homes often, the air feels dry.

With your new home, we have attempted to prevent any significant quantity of outdoor air from entering, and therefore, the relative humidity should remain in a comfortable range.

On the other hand, although the proper humidity level will make your home comfortable, the creation of excess moisture can create problems.

The “tightness” of the home restricts outdoor air from entering and lowering the relative humidity. Because of the restriction of outside air flow, moisture introduced into the home has less chance to escape and may create a high humidity condition in the home. As moisture levels increase, condensation could form on windows, glass doors, basement walls, or pipes in the basement.

It is recommended that the windows are locked when not in use and that the Homeowner keep the window weep holes clean and open.

b. Standards

1. Possible Condition

Condensation and/or frost on windows.

Performance Standard

Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of climatic/humidity conditions created by the Homeowner.

Responsibility

No corrective action required.

The Homeowner can usually correct condensation by properly venting the clothes dryer to the outside, using an outside air source, such as an open window when cooking, and operating the exhaust fans when showering or bathing.

2. Possible Condition

Condensation between glass.

Performance Standard

Should not occur within manufacturer's warranty.

Responsibility

We will replace the glass during the first two years. After the first two years, the Homeowner must contact the window manufacturer to obtain the replacement glass as allowed within the manufacturer's product warranty. The Homeowner is responsible for the replacement of the glass.

8.2 Doors (Exterior & Interior)**a. Service and Maintenance Tips**

Your new home is equipped with a variety of door types. These will react differently under various weather and humidity conditions. The exterior doors are equipped with a weather-stripping which provides maximum seal against air filtration.

Occasional spraying of graphite into key slots of lock sets, tightening of lock set screws, and keeper adjustment will assure you of proper operation of your door locks. The sweep weather-stripping at the bottom of the door may require periodic adjustment or replacement as the material wears.

Your sliding glass doors, if selected, will give you many years of service if you follow these suggestions: Periodic cleaning of the bottom track will allow the sliding panels to move freely. An occasional application of ordinary household "3-in-One" oil or silicone spray along the bottom track is also recommended. Be sure the drain holes are clear, so that rainwater can flow out of the track. Sliding doors are not designed to be waterproof if hosed off with direct high pressure from a hose.

On interior wood doors, a certain amount of expansion and contraction in width is normal due to the changing temperature and humidity. Doors will be wider in summer and in humid periods and narrower in dry weather conditions. Therefore, do not be hasty in adjusting, planing or cutting your door, as it will tend to correct itself.

Bi-fold doors will need to be adjusted from time to time. The Supervisor or the Project Manager will instruct you in this operation procedure at the New Home Orientation. Keep tracks, pivots and guides free of paint and dirt. A little wax or silicone spray applied to the guide edges of the tracks, or silicone spray applied to the same area, will allow the doors to operate smoothly.

b. Standards

1. Possible Condition

Warping of exterior and interior doors.

Performance Standard

Doors will warp to some degree. However, they should not warp to the extent that they become inoperable or cease to be weather resistant. The maximum allowable warpage is 1/4 inch when measured from top to bottom vertically and diagonally.

Responsibility

We will correct defective doors.

2. Possible Condition

Warping of interior passage and closet doors.

Performance Standard

Interior doors (full openings) shall not warp in excess of National Woodwork Manufacturers Association Standards (1/4 inch, measured diagonally from corner to corner).

Responsibility

We will correct or replace and refinish defective doors to match existing doors as nearly as possible, during the Warranty Period.

3. Possible Condition

Sticking, binding doors.

Performance Standard

Doors should not stick or stay open due to hinge bound condition.

Responsibility

We will reset sticking hinge bound doors one time only during the Warranty Period.

8.3 Garage Doors

a. Service and Maintenance Tips

The moving parts of garage doors should be oiled and the torsion spring greased, about once every three months. The screws that tighten the hardware to the door should be tightened about once a year, or as necessary. Garage door handles should be regularly inspected by the Homeowner as to possible jagged or sharp edges so that cuts and other injuries can be avoided.

Garage door openers added after closing may affect the operation of the garage door and may void the Warranty.

b. Standards

1. Possible Condition

Garage doors fail to operate properly under normal use.

Performance Standard

Garage doors shall operate properly.

Responsibility

We will correct or adjust garage doors as required during the Warranty Period.

2. Possible Condition

Garage doors allow entrance of snow or water.

Performance Standard

Garage doors shall be installed as recommended by the manufacturer. Some entrance of the elements can be expected under abnormal conditions.

Responsibility

We will adjust or correct garage doors to meet manufacturer's recommendations.

8.4 Windows**a. Service and Maintenance Tips**

The windows should be maintained by keeping the sill and side tracks clean and spraying any side tracks with silicone spray. Vinyl liners and jambs should not be painted.

Window Screens

WARNING: The window screens, frames, and fastening systems have been designed by the window and screen manufacturers only to keep most insects out of your home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

b. Standards**1. Possible Condition**

Malfunction of windows.

Performance Standard

Windows should operate with reasonable ease, as designed.

Responsibility

We will correct or repair as required.

2. Possible Condition

Broken Glass.

Performance Standard

None.

Responsibility

Broken glass not reported to us prior to closing is the Homeowner's responsibility.

9.0 FINISHES

Coverage: 1st Two Years Only

Area: Workmanship & Materials

9.1 Drywall (Walls & Ceilings)

a. Service & Maintenance Tips

Drywall is used to cover your interior walls. Drywall can take the normal hard wear of family life, but if damage occurs it can easily be repaired with spackling compound and fine sandpaper.

b. Standards

1. Possible Condition

Cracks in interior wall and ceiling surfaces.

Performance Standard

Hairline cracks are not unusual in interior wall and ceiling surfaces. Cracks greater than 1/8 inch in width are to be repaired.

Responsibility

We will repair cracks exceeding 1/8 inch in width one time only during the Warranty Period.

2. Possible Condition

Defects seen in natural light which appear during the Warranty Period such as nail pops, blisters in tape, or other blemishes.

Performance Standard

Slight “imperfections” such as nail pops, seam lines and cracks are common in gypsum wallboard installations.

Responsibility

None.

9.2 Ceramic Tile (Walls & Floors)

a. Service & Maintenance Tips

Ceramic Tile, Tub, and Shower

A separation between the tub and the wall tile and/or cracking of joints between ceramic tile and tub and shower stall corners may occur because of moisture and normal settlement in these areas. The weight of water and a bather also contribute to such separation. This is a normal homeowner’s maintenance function, and you can remedy these situations by simply removing the old grouting and filling the crack with new grouting compound available at hardware stores. This situation may develop periodically depending on living habits and maintenance. Grout should be inspected every three months.

Normally, a wipe with a damp cloth will keep the tub/shower surface clean. Heavy accumulations of film can be removed with a detergent or tile cleaner. In all cases, use a nonabrasive cleaner. An automotive pump spray wax may be used to bring out the luster in these products.

Ceramic Tile Floors

If you have chosen ceramic tile flooring in your new home, we suggest the following maintenance hints.

Some cracking or chipping of the grout is considered normal, due to shrinkage and normal deflection of the subfloor. You can repair simply by filling with a commercial grouting of the same color. Although durable, some caution must be exercised to avoid cracking tiles with heavy objects.

It is recommended that you install a “Ceramic Seal and Finish” product immediately after you move into your new home, and a minimum of every two years thereafter. This sealing will reduce stains and discoloration of the grouting.

b. Standards

1. Possible Condition

Ceramic tile cracks or becomes loose.

Performance Standard

Ceramic tile should not crack or become loose.

Responsibility

We will replace cracked tiles and resecure loose tiles except when caused by Homeowner neglect. In addition, we will correct the cause of the loose or cracking tile condition. We will not be responsible for discontinued patterns or color variations in ceramic tile but will match as closely as possible.

2. Possible Condition

Cracks appear in grouting of ceramic tile joints

Performance Standard

Cracks in grouting or ceramic tile joints are commonly due to shrinking condition.

Responsibility

We will repair grouting as necessary, one time only during the first two years. We will match as closely as possible. Regrouting of these cracks is a maintenance responsibility of the Homeowner after the Warranty Period.

9.3 Finished Wood Flooring

a. Service and Maintenance Tips

Because of the natural characteristics of wood products, some squeaks in the flooring area can be expected. If hardwood is used as a flooring material in your home, some minor separations between the boards may occur due to shrinkage of the material which is a common occurrence and will vary with temperature and humidity levels. Some color fading or irregularities may occur due to exposure to sunlight. It is widely accepted within the industry that vertical displacement between the boards be no greater than the thickness of a credit card. The hardwood finished surface can be scratched. Care must be taken to protect the surface, especially in high traffic areas. Chair and table legs and high heel shoes will cause damage to the surface. You should take precautions to protect flooring and follow recommended cleaning procedures.

b. Standards

1. Possible Condition

Gaps developing between floor boards.

Performance Standard

Gaps in excess of 1/8 inch in width shall be corrected.

Responsibility

We will repair gaps in excess of 1/8 inch within the Warranty Period, by filling or replacing, at our option. We are not responsible for discontinued flooring or different graining or color variations in the wood. We will match the existing floor as closely as possible. Also, face nailing on wood floors is commonly used along walls and for repairs.

9.4 Resilient Floors

a. Service and Maintenance Tips

We have chosen these floors for their design, availability, and resistance to wear. Some items that you should be aware of are:

1. Raised nail heads are caused by movement of the floor joist because of shrinkage and deflection. We have attempted to minimize this problem by using special nails or screws and by gluing the plywood to minimize the number of fasteners required.
2. Seam separation or lifting is normally caused by water seeping between the joints during floor cleaning. Floors should be damp mopped, but not flooded with water, during cleaning.
3. Resilient flooring often separates near heat registers or at the outside walls of a room. The heat from the registers softens the glue (mastic) and causes the flooring to move when stepped on or when a chair is pushed against the tile area.

Expansion and contraction of underlayment (where used) or subflooring may also cause separation. We have sanded the underlayment joints and filled them to minimize the possible problem of ridges showing through your floor. Minor ridging may occur due to shrinkage of the underlayment. A maintenance booklet supplied with the Homeowner's Documents provides directions for proper floor care.

b. Standards

1. Possible Condition

Nail pops appear on the surface of resilient flooring.

Performance Standard

Readily apparent nail pops shall be repaired.

Responsibility

We will correct nail pops which have broken the surface. We will repair resilient floor covering in the affected area with similar material. We will not be responsible for discontinued patterns or color variations in the floor covering. Replacement of the floor will only be done in our sole discretion.

2. Possible Condition

Depressions or ridges appear in the resilient flooring due to subfloor irregularities.

Performance Standard

Readily apparent depressions or ridges exceeding 1/8 inch shall be repaired. The ridge or depression measurement is taken at the gap created at one end of a six-inch straightedge placed over the depression or ridge with three inches of the straightedge on one side of the defect, held tightly to the floor.

Responsibility

We will take corrective action as necessary to bring the defect within acceptable tolerance so that the affected area is not readily visible. We will not be responsible for discontinued patterns or color variations in floor covering. Replacement of the floor will only be done in our sole discretion.

3. Possible Condition

Resilient flooring loses adhesion.

Performance Standard

Resilient flooring shall not lift, bubble, or become unglued.

Responsibility

We will repair the affected resilient flooring as required. We will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

4. Possible Condition

Seams or shrinkage gaps show at resilient flooring joints.

Performance Standard

Gaps shall not exceed 1/16 inch in width at resilient floor covering joints. Where dissimilar materials abut, a gap not to exceed 1/8 inch is permissible.

Responsibility

We will repair the affected resilient flooring as required. Tears, cuts, or scrapes in the finished surface are not our responsibility unless such defects are identified prior to the Homeowner taking occupancy of the home. We will not be responsible for discontinued patterns or color variation of floor covering. Replacement of the floor will only be done in our sole discretion.

9.5 Painting**a. Service and Maintenance Tips**

Maintenance of all exterior materials on the home (wood, siding, trim synboard, etc.) should be done by the Homeowner as a routine program. Paints or stains extend the life of the painted components on the exterior of the Home. Your local paint or hardware store can assist you in the selection of the proper paint for your home.

Mildew or fungus will form on almost any surface if the structure is subject to high humidity and/or high moisture conditions. The formation of mildew or fungus is a condition we cannot control and is your maintenance responsibility.

b. Standards

1. Possible Condition

Exterior paint peels, deteriorates, or fades.

Performance Standard

Exterior paints should not peel during the Warranty Period. However, fading is normal and the degree is dependent on climatic conditions.

Responsibility

If paint is defective, we will refinish affected areas, matching color as close as possible, in areas where the finish deterioration affects the majority of the wall area.

2. Possible Condition

Painting required as a corollary repair because of work other than drywall nail pops, seams and corners.

Performance Standard

Necessary repair of a painted surface required under this Warranty is to be refinished to match surrounding areas as closely as possible.

Responsibility

We will finish repair areas as indicated. Only the repaired area will be repainted which may not include an entire wall. We do not guarantee any color match.

3. Possible Condition

Deterioration of varnish or lacquer finish.

Performance Standard

Natural finishes on interior woodwork should not deteriorate during the first two years of ownership.

Responsibility

We will refinish affected areas of natural finish interior woodwork, matching the color as closely as possible.

4. Possible Condition

Mildew or fungus on painted surfaces.

Performance Standard

Mildew or fungus will form on a painted surface if the surface is subject to excessive exposures to a food source (i.e., fabric, carpet, drywall, wood and insulation, among others) and to moisture.

Responsibility

Mildew or fungus formation is a condition we cannot control and is a Homeowner maintenance item.

9.6 Carpeting

a. Service and Maintenance Tips

Carpet maintenance should be tailored to the specific fiber used in the carpet. Generally, carpet care includes vacuuming and prompt attention to spills. Our carpets were selected for their ability to

withstand normal wear and tear with minimum care. When available, a booklet will be given to you at your New Home Orientations which will prescribe a carpet care program for your specific carpet pile fiber.

Seams and color variations (shading) may be evident depending on the style of carpeting and the pile fiber you have chosen. Some color fading may occur due to constant exposure to direct sunlight. Closing the drapes during certain times of the day will help prevent such fading.

We will not be responsible for stains, color variation or damage due to Homeowner neglect, including, but not limited to, pet stains. The Homeowner should clean these areas immediately after soiling, as required.

b. Standards

1. Possible Condition

Open carpet seams.

Performance Standard

Carpet seams will show. However, no visible gap is acceptable.

Responsibility

We will correct visible gaps only.

2. Possible Condition

Carpeting becomes loose, seams separate or stretching occurs.

Performance Standard

Wall to wall carpeting, installed by us as the primary floor covering, when stretched and secured properly should not come up, become loose, or separate from its point of attachment.

Responsibility

We will restretch or resecure carpeting as needed one time only during the two year Warranty Period.

3. Possible Condition

Spots on carpet, minor fading.

Performance Standard

Exposure to light may cause spots on carpet and/or minor fading.

Responsibility

None.

9.7 Hardware

a. Service and Maintenance Tips

Certain types of interior and/or exterior hardware are painted or coated to take on an appearance of brass or other colors. These types of finishes are commonly used for electrical fixtures, plumbing fixtures, door knobs, kickplates, etc. and have a tendency to fade, rub off, discolor, or tarnish. Brass finishes should be wiped down with a damp sponge and care taken to avoid abrasive cleaners.

IMPORTANT NOTE REGARDING BRASS, BRONZE AND OTHER ANTIQUE FINISH PRODUCTS: The manufacturer applies a protective coating to the plated surface of brass, bronze, and other antique finish products. In time the protective lacquer may deteriorate either from exposure to weather, extremes of climate, frequency of use or other factors. Care should be taken when cleaning these surfaces to use a non-abrasive type cleaner (soap and water) and coat with a non-abrasive polish.

Tarnishing or excessive wear of these finishes is, therefore, not a defect, but a normal process which is unavoidable. Under these circumstances, these finishes cannot be guaranteed and, therefore, products will not be repaired or replaced under this Warranty. The manufacturer's warranty may exceed this Warranty.

b. Standards

1. Possible Condition

Brass finish tarnishes during the first two years.

Performance Standard

Brass finishes tarnish over time due to exposure to climatic conditions, human perspiration and frequency of use.

Responsibility

None.

10.0 SPECIALTIES

Coverage: 1st Two Years Only

Area: Workmanship & Materials

10.1 Fireplaces (Wood Burning)

a. Service and Maintenance Tips

If your home is equipped with a wood burning fireplace, there are certain things that you should do to insure its proper operation. First, you should be sure before igniting a fire that the damper above the firebox has been opened. For the best burning results, we recommend that you buy a steel grate for holding the logs while burning.

When the fire is burning, the flue will be drawing not only the smoke from the fire, but the warm air from your room, and if the room is open to other rooms, it will cause much of the warm air throughout the home to be drawn up through the chimney.

Be sure to close the damper after the fire has been completely extinguished.

Avoid using manufactured paper logs in fireplaces. They may contain chemicals that can induce a flue fire.

b. Standards

1. Possible Condition

Fireplace or chimney does not draw properly.

Performance Standard

It is normal to expect that high winds can cause temporary negative draft situations. Similar negative draft situations can also be caused by obstructions such as large branches of trees too close to the chimney.

Responsibility

We will determine the cause of the malfunction and correct if the problem is one of design or construction of the fireplace.

2. Possible Condition

Chimney separation from structure to which it is attached.

Performance Standard

A newly built fireplace may incur slight amounts of separation. Separation should not exceed 1/2 inch from the main structure in any 10 foot vertical measurement.

Responsibility

We will determine the cause of separation and correct if standard has not been met. Caulking is acceptable.

3. Possible Condition

Brick firebox color changed.

Performance Standard

None.

Responsibility

None. Heat from fires as well as chemical additives will alter finish.

4. Possible Condition

Cracked firebrick and mortar joints.

Performance Standard

None.

Responsibility

None. Heat from fires may cause cracking.

10.2 Fireplaces (Direct Vent)**a. Service and Maintenance Tips**

If your home is equipped with a direct vent fireplace, there are certain things that you should do to insure its proper operation. You should insure that the pilot light is lit. Looking through the glass at the base of the logs you can see the pilot light. Instructions for lighting the pilot are provide in the area accessed through the cover below the firebox.

The homeowner will need to inspect the external vent cap on a regular basis to make sure that no debris is interfering with the airflow.

Because a Direct Vent fireplace is a sealed unit, when the fire is burning, the fire box will not be drawing heat from the inside of your home. The firebox becomes extremely hot and the homeowner should take care not to touch or have heat sensitive items next to the firebox.

There is no damper to operate with a direct vent fireplace.

When direct vent gas fireplaces are provided, improper adjustments, alterations, service or maintenance can cause injury or property damage. Refer to the manual for assistance or additional information consult a qualified installer, service agency or the gas supplier.

b. Standards

1. Possible Condition

Vapors may condense and fog the glass.

Performance Standard

For the first few minutes after each lighting vapors may fog the glass and the flames may be blue. After a few minutes this moisture will disappear and within 10-15 minutes the flames should become yellow.

Responsibility

None.

2. Possible Condition

Fireplace may produce a (oil canning) noise.

Performance Standard

The oil canning noise is caused by the metals expansion and contraction as it heats up and cools down. This does not affect the operation or longevity of the fireplace.

Responsibility

None.

3. Possible Condition

Glass fronts may become dirty on the inside of the firebox.

Performance Standard

It is possible that a film may build up on the side of the glass which faces the firebox created by emissions from the gas or propane flames.

Responsibility

None. The Homeowner may be required to provide periodic cleaning to the glass surfaces. Refer to the manual for assistance.

WARNING: Turn off the gas valve located under the firebox prior to any servicing.

WARNING: DO NOT OPERATE THE UNIT WITH OUT THE GLASS FRONTS PROPERLY INSTALLED AND SEALED.

10.3 Pools

a. Service and Maintenance Tips

Pools require regular maintenance in order to keep all aspects running efficiently. Please refer to any documents provided by the manufacturer/subcontractor regarding maintenance schedules and specific chemical levels for the system. Failure to follow the maintenance guidelines can lead to malfunction of the mechanical systems in the pool, and can cause algae growth on pool surfaces.

b. Standards

1. Possible Condition

Algae growth on sun deck and pool surfaces.

Performance Standard

The pool surface should be free of algae if it is properly maintained. Homeowner should check maintenance guidelines from manufacturer to verify all requirements are being met. Please contact the manufacturer/subcontractor for their removal recommendations.

Algae growth on the pool deck surface can grow when water is allowed to puddle and is not removed. Please contact the manufacturer/subcontractor for their removal recommendations.

Responsibility

None.

2. Possible Condition

Discoloration of the marcite finish.

Performance Standard

A light gray spotting or streaking called mottling can occur with the marcite finish and is a normal condition. This can be minimized by maintaining a proper chemical balance in the pool. Other stains can occur due to an improper chemical balance in the pool, these stains require a qualified professional to attempt to remove them and are not warranted.

Responsibility

None.

3. Possible Condition

Pool water is dirty.

Performance Standard

Pool should be clear, and will need to have any leaves and debris from the environment skimmed out regularly. The filter needs to be cleaned out regularly; if it has clogged it will reduce the effectiveness of the filter and chemicals to keep the pool clean.

Responsibility

None.

4. Possible Condition

Pool system is leaking water.

Performance Standard

While there will be natural evaporation of water from the pool, if you are having substantial changes in water levels then a leak may be present. Water should not be leaking from the liner or any of the plumbing within the pool system.

Responsibility

None. Please contact the manufacturer/subcontractor as the liner and plumbing for the pool systems are warranted directly with them.

11.0 KITCHEN CABINETS, VANITIES AND COUNTER TOPS

Coverage: 1st Two Years Only

Area: Workmanship & Materials

11.1 Counter Tops/Surfaces**a. Service & Maintenance Tips**

All laminated kitchen countertops, cultured marble vanity, ceramic tile, Corian and granite tops and walls should be wiped down with a non-abrasive cleaner and brought to “sparkle” with a cleaner and polish recommended by the manufacturer.

b. Standards**1. Possible Condition**

Cultured materials (marble, granite, etc.) have sections of discoloration in areas of the stone.

Performance Standard

Cultured materials are cut from natural stone and as such may color variances between pieces.

Responsibility

None.

2. Possible Condition

Cultured material has developed a crack or chip inside of it.

Performance Standard

Stone should be free of chips and cracks at time home is settled.

Responsibility

Cracks or chips that appear following settlement are not covered by the warranty since these were not caused by the original installation.

3. Possible Condition

Surface cracks and joint delaminations in high pressure laminates on vanity and kitchen cabinet countertops and cabinets.

Performance Standard

Countertops fabricated with high pressure laminate coverings will not delaminate or crack. However, it is recommended that water not be allowed to stand in the seams of counter tops.

Responsibility

We will replace delaminated or cracked coverings. We will not be responsible for chips, scratches, and cracks noted after the New Home Orientations or for delamination from water which causes swelling of the base material.

4. Possible Condition

Kitchen cabinet malfunctions.

Performance Standard

Warpage not to exceed 1/4 inch as measured from face frame to point of furthestmost warpage with door or drawer front in closed position.

Responsibility

We will correct or replace door or drawer fronts.

5. Possible Condition

Gaps between cabinets, ceilings and walls.

Performance Standard

Acceptable tolerance is 1/4 inch in width.

Responsibility

We will correct any gap over 1/4 inch by installing a trim piece.

6. Possible Condition

Variation in color between adjacent kitchen cabinets of the same style.

Performance Standard

Variations of grain pattern and color are normal in wood veneer and solid wood cabinets and doors.

Responsibility

None.

7. Possible Condition

Shrinkage of insert panels show raw wood edges.

Performance Standard

Panels will shrink and expand and may expose unpainted surface.

Responsibility

None. The Homeowner is responsible to touchup and maintain these areas to match the door color and finish.

8. Possible Condition

Split in door panel.

Performance Standard

Split panels shall not allow light to be visible through the doors.

Responsibility

If light is visible, we will fill the split and match the paint or stain as closely as possible, one time only in the Warranty Period.

12.0 PLUMBING

Coverage: 1st Two Years Only

Area: Workmanship & Materials

12.1 Water Supply, Sewers, Fixtures & Drains

a. Service and Maintenance Tips

In preparing your home for occupancy, the sewers have been flushed and tested to work properly. Water supply systems and fixtures have been pressure tested to eliminate leaks. If however, clogging does occur due to our negligence, it should become apparent within the first 30 days after occupancy.

Should drainage from a tub, toilet, sink, or shower clog, you may attempt to relieve it by use of a plunger (available at most hardware stores). If the plunger does not work, a plumber's snake should be used to determine if a fixture or trap is blocked versus a system failure.

Temperature fluctuations may occur with the hot and cold water when other fixtures are being used at the same time. A "ticking" sound is sometimes noticeable when water pipes expand and contract.

Water pressure often varies by individual municipalities and is not controlled by us.

A series of maintenance tips should be employed by the Homeowner to minimize costly plumbing repairs:

1. Care should be observed to avoid disposal of paper towels, heavy tissue, sanitary products, and other such materials into plumbing fixtures in order to minimize the possibility of clogging. After thirty (30) days of occupancy, we will not be responsible for sewer clogs unless it is determined that faulty materials or workmanship have been employed or the original installation was improperly completed.
2. Winterize your exterior hose bibs and plumbing lines by closing the valve to each faucet inside the house and opening the hose connections at each exterior location. The water at the bleeder valve inside should be drained.
3. Each plumbing fixture in your home has a drain "trap", a piece of drain pipe designed to provide a water barrier between your home and the possible odor of sewer gas. This "trap" holds water which prevents the airborne bacteria and odor of the sewer gas from entering the home. If a fixture is left unused, it should be turned on at regular intervals to replace evaporating water and to ensure that the trap barrier remains intact. Periodically refill the traps of unused fixtures.
4. Welled exit or areaway drains must be kept clear of debris and periodically cleaned in order to avoid water migration into the basement. (See Section 3.4).

b. Standards

1. Possible Condition

Defective plumbing fixtures, appliances, or trim fittings.

Performance Standard

Fixtures, appliances, or fittings will function as designed.

Responsibility

We will replace any defective fixture, fitting, or appliance which does not meet acceptable standards.

2. Possible Condition

Faucet or valve leak.

Performance Standard

A valve or faucet leak due to material or workmanship is a deficiency.

Responsibility

We will repair or replace the leaking faucet or valve.

3. Possible Condition

Noisy water pipes.

Performance Standard

There will be some noise emitting from the water pipe system, due to the flow of water.

Responsibility

None.

4. Possible Condition

Cracking, chipping, or scratching of porcelain or fiberglass surfaces on tubs, showers lavatories, bar tops and sinks.

Performance Standard

Chips and cracks on surfaces of bathtubs and sinks can occur when surface is hit with sharp or heavy objects.

Responsibility

We will not be responsible for repairs unless damage has been reported to us prior to occupancy.

12.2 Water Heater**a. Service and Maintenance Tips**

The water heater in your home, whether electric or gas, is equipped with a temperature and pressure relief valve, which is designed to open in the event excessive pressure or temperature builds up within the tank. When this happens, water is allowed to flow from the tank. As the temperature and/or pressure are reduced, the flow will stop. If a steady flow of water is coming from the pressure relief valve, the water main should be shut off.

Gas hot water tanks, normally have a temperature dial (hot, warm, mild) on the outside of the tank, and the temperature can be completely controlled by adjusting the dial.

On an electric hot water heater, because of the inherent danger in resetting the temperature, we suggest that you call a serviceman.

Refer to the manual provided with the water heater from the manufacturer for suggested maintenance of your hot water tank, in all cases, before making any adjustments.

Though we warrant the operation of the water tank appliance for two years, the manufacturer's warranty may exceed the Warranty. Please refer to your Homeowner's Documents for your exact coverage.

Under no circumstances should you turn on an electric water heater without water in the tank because the element will quickly burn out. **In the case of any emergency with water or hot water heaters, be sure to familiarize yourself with where and how to turn off the water supply.**

12.3 Wells

a. Well Service and Maintenance Tips

A well water system utilizes groundwater contained in soil and rock pores and is susceptible to pollution from contaminants that move through the soil and filter down to the groundwater.

Do not store toxic or hazardous substances near your well.

Protect the well head from cars, mowers, or other traffic, which may damage it.

Have your well inspected and sampled regularly by your local health department or qualified independent lab to assure it is properly protected.

Do not overuse or abuse pesticides, herbicides and fertilizers. Follow the package directions carefully.

Do not flush toxic or hazardous substances down the toilet or pour such substances into home drains, storm drains or onto the ground surface.

Many Health Departments recommend you have your well tested after any repairs are made to your well or if you notice a change in the taste or color of your well water. Your Health Department or independent lab can test your well for bacteriological quality and conduct chemical analysis for certain substances such as iron, acidity, or hardness.

b. Standards

1. Possible Condition

Well supply system fails to deliver water.

Performance Standard

All well systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility

We will repair if failure is the result of defective workmanship or materials during the warranty period. If conditions beyond our control disrupt or eliminate the sources of the supply, we have no responsibility. This Warranty does not cover potability or quantity of well water provided the well water complies with all applicable permitting requirements at the time of settlement.

13.0 HVAC

Coverage: 1st Two Years Only

Area: Workmanship & Materials

a. **Service and Maintenance Tips**

A complete and correct understanding of your heating and cooling equipment can help you minimize your energy consumption.

Your home may be equipped with a gas or electric furnace, with or without air conditioning or an electric heat pump which provides both heating and cooling. One basic rule applies to all these systems: during the heating season the thermostat should be set to maintain the lowest temperature at which you are comfortable in your home. Each degree of higher temperature setting results in a marked increase in the fuel consumption. Likewise, during the cooling season, each degree of lower setting also increases fuel consumption by a significant amount.

All the HVAC systems utilize a furnace, ductwork, registers, filter, and a thermostat to control the temperature in the home.

Thermostat

The thermostat controls the temperature produced by the HVAC system. If your home is heated by a warm air system, your thermostat may also have controls for converting the system from heating to cooling and vice versa.

Registers

The registers in your home help to regulate the flow of air to maintain the desired temperature. Personal taste in comfort levels may require slight adjustments in the registers to keep each living area at the desired temperature.

If your lower level is too cool in the winter, start closing upper level registers until the desired results are obtained. If your upper level is too warm in the summer, close lower level registers until the desired results are obtained.

Maintenance

In all forced air heating systems, the basic requirement for maintaining economical operation of your furnace is to keep the air filter clean. Building activity in and around the home creates excessive amounts of dust and dirt, the filter should be checked and replaced monthly.

With outdoor heating/cooling units, it is important to keep leaves and snow from around the unit, and to keep the unit level for maximum efficiency. It is also recommended to have a qualified person annually clean the mildew that collects on the evaporator and condenser coils. The heat exchanger should also be checked regularly for damage or defects.

You might also notice steam rising from your outdoor heat pump unit during cold weather. This is a normal occurrence when the unit is completing its defrost cycle.

Service

There are some things that you should check prior to calling for service.

1. If your system is operating but is not providing adequate heating or cooling, check the following:
 - Filter
 - Thermostat setting
2. If your system doesn't function at all, check the following:
 - (a) In homes equipped with a gas furnace with a pilot light, it may go out. (It should be visible near the main burner). You may relight it by following the instructions printed on the unit.
 - (b) With all systems, check the circuit breakers to see if they have tripped. Circuit breakers may be reset by switching all the way to "off" and then to "on".

NOTE: Gas furnaces may have a separate switch located near the furnace unit inside the home.

If the circuit breakers trip immediately after resetting, call a repairman for service. Interruptions of power (such as during electrical storms when lights blink) can cause a circuit breaker to trip. If your system malfunctions during or just after a thunderstorm, the circuit breaker would be the first item to check.

Whatever system you have in your home, it should be checked and cleaned by a professional repairman. See your instruction manual for the recommended frequency of care for your system. You may wish to contact your HVAC contractor to establish a regular maintenance program.

b. Standards

1. Possible Condition

Inadequate heating.

Performance Standard

The heating system shall be capable of producing an inside temperature of 70 degrees F, as measured in the center of each room at a height of 5 feet above the floor, under local outdoor winter design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

Responsibility

We will correct heating system to provide the required temperatures.

2. Possible Condition

Inadequate cooling.

Performance Standard

Where air conditioning is provided, the cooling system shall be capable of maintaining a temperature of 78 degrees F, as measured in the center of each room at a height of 5 feet above the floor under local outdoor summer design conditions. Temperature at the thermostat will be plus or minus 3° F from the set point temperature. In the case of outside temperatures exceeding 95 degrees F, a differential of 20 degrees F from the outside temperature will be maintained. Federal, state, or local energy codes shall supersede this standard where such codes have been adopted.

Responsibility

We will correct cooling system to meet temperature conditions, in accordance with specifications.

3. Possible Condition

Condensation lines clog.

Performance Standard

None.

Responsibility

Condensation lines will clog eventually under normal use. This is a Homeowner maintenance item. We shall provide unobstructed condensation lines at the time of first occupancy.

4. Possible Condition

Improper mechanical equipment operation of evaporative cooling system.

Performance Standard

Equipment should function properly at temperature standard set without unreasonable fuel consumption.

Responsibility

We will correct and adjust so that blower and water systems operate as designed.

14.0 ELECTRICAL

Coverage: 1st Two Years Only

Area: Workmanship & Materials

14.1 Electrical Systems**a. Service and Maintenance Tips**

To provide complete safety, high-quality electrical wiring, outlets and switches have been installed in your new home to meet both local and federal standards of safety. Part of the electrical system is located in the circuit breaker terminal box. It is here that electrical power enters and is distributed throughout the home.

Large appliances or too many small appliances on one circuit may cause the circuit breaker to trip. Other causes of a breaker tripping could be:

1. Worn-out cords
2. Defective plug connections
3. Defective appliances
4. Starting of electrical motors (motors require more current to start than they use while running)

To restore electrical power to its circuit:

1. Remove plug or plugs which may be causing the overloading.
2. Reset the circuit breaker by pushing it all the way to the off position, then push the switch to the on position. If the reset switch automatically switches off again, your circuit is still overloaded, or that particular circuit has a short. If one circuit continues to break, call a qualified electrician.

Light fixtures require various wattage of bulbs. The instructions on the fixture should be followed carefully. In no event, should bulbs of higher than recommended wattage be utilized.

Problems with appliances should be directed to the appliance manufacturer involved.

Selected receptacles in kitchens, baths, garages, and outside of the home are covered by a ground fault interrupter or breaker. These GFI's sense low level ground faults and assure optimum protection for our homeowners. Due to the sensitivity of the GFI circuit, it may trip more frequently than other circuits. These receptacles are not to be used for appliances which demand high current usage; such as freezers, refrigerators, and other appliances with motors or compressors.

WARNING “Do it yourself” electrical wiring is dangerous and may void the Warranty. The electrical circuit in your home has been designed for trouble free service and safety. If you desire additional wiring, call a qualified electrician. Don’t jeopardize your home and the lives of your family and yourself by installing unauthorized circuits.

b. Standards

1. Possible Condition

Fuses blow or circuit breakers “kick out”.

Performance Standard

Fuses and circuit breakers which deactivate under normal usage when reset or replaced are deficient.

Responsibility

We will check wiring circuits for conformity with local, state, or approved National Electrical Code requirements. We will replace wiring or breakers if they do not perform adequately or are defective.

2. Possible Condition

Malfunction of electrical outlets, switches or fixtures.

Performance Standard

All switches, fixtures, and outlets should operate as intended.

Responsibility

We will repair or replace defective switches, fixtures, and outlets.

3. Possible Condition

Ground fault circuit interrupter and arc fault trips frequently.

Performance Standard

Ground fault interrupters and arc faults are sensitive safety devices installed into the electrical system to provide protection against electrical shock. These sensitive devices can be tripped very easily. Ground fault interrupters are required in outlets located in the garage, kitchen, bath, and powder room along with all exterior outlets. Ground fault interrupters should operate as intended.

Responsibility

We will install ground fault interrupters in accordance with applicable electrical codes. We will replace the device if found to be defective.

B. TWO YEAR MECHANICAL WARRANTY ITEMS

15.0 PLUMBING

Coverage: 1st & 2nd Year

Area: Installation of Systems

15.1 Water Supply, Sewers, Fixtures & Drains

a. Service and Maintenance Tips

All water lines have been installed in your home in accordance with applicable building and plumbing codes.

In some municipalities water pressure is abnormally high, and regulators are installed to reduce the water pressure within the home so that appliance life may be maintained. Do not adjust this regulator once it is installed.

b. Standard

1. Possible Condition

Water supply system fails to deliver water.

Performance Standard

All on-site service connections to municipal water main and private water supply shall be our responsibility. Private systems shall be designed and installed in accordance with all approved building, plumbing, and health codes.

Responsibility

We will repair if failure is the result of defective workmanship or materials. If conditions beyond our control, disrupt or eliminate the sources of the supply, we will have no responsibility.

15.2 Septic System

a. Service & Maintenance Tips

Septic systems are individual wastewater treatment systems that use the soil to treat small wastewater flows, usually from individual homes. They are typically used in rural or large lot settings where centralized wastewater treatment is impractical. There are many types of septic systems in use today. While all septic systems are individually designed for each site, most septic systems are based on the same principles.

The accumulated solids or sludge in the bottom of the septic tank should be pumped out every three to five years to prolong the life of your system. Septic systems must be maintained regularly in order to function properly.

Neglect or abuse of your septic system can cause it to fail. Failing septic systems can:

- cause a serious health threat to your family and neighbors,
- degrade the environment, especially lakes, streams and groundwater,
- reduce the value of your property,
- be very expensive to repair,

- put thousands of water supply users at risk if you live in a public water supply watershed and fail to maintain your system.

Be alert to these warning signs of a failing system:

- sewage surfacing over the drainfield (especially after storms),
- sewage back-ups in the house,
- lush, green growth over the drainfield,
- slow draining toilets or drains,
- sewage odors.

b. Standards

1. Possible Condition

Septic system fails to operate properly.

Performance Standard

Septic system will function adequately during all seasons, under climatic conditions normal or reasonably anticipated, based on local records, for the location of the home. Septic systems shall be designed and installed to comply with applicable laws.

Responsibility

We will repair, or otherwise correct, a malfunctioning or nonoperating system, if failure is caused by inadequate design, faulty installation, or other causes relating to ours actions or contractors or subcontractors under our control. We will not be responsible for system malfunction or damage which is caused by Homeowner negligence, lack of system maintenance, or other causes attributable to actions of the Homeowner or Homeowner's contractors, not under our control, including, but not necessarily limited to; the addition of fixtures, items of equipment appliances or other sources of waste or water to the plumbing system served by the septic system; and damage, or changes to the septic system installation or surrounding soil conditions critical to the system's functioning.

15.3 Piping

a. Standards

1. Possible Condition

Leakage from any piping.

Performance Standard

No leaks of any kind are to be present in any sanitary soil, waste vent, or water piping. Condensation on piping does not constitute leakage, and is not covered except where pipe insulation is required.

Responsibility

We will make repairs to eliminate leakage.

15.4 Sewers, Fixtures and Drains

a. Standards

1. Possible Condition

Stopped up sewers, fixtures, and drains.

Performance Standard

Sewers, fixtures, and drains shall operate properly.

Responsibility

We will not be responsible for sewers, fixtures, and drains which are clogged due to Homeowner negligence or lack of maintenance. If a problem occurs, the Homeowner should consult with us for a proper course of action. Where defective construction is shown to be the cause, we will assume the cost of the repair; where Homeowner negligence or lack of maintenance is shown to be the cause, the Homeowner shall assume all repair costs.

2. Possible Condition

Plumbing pipes freeze and burst.

Performance Standard

Drain, waste, and water supply pipes are to be adequately protected to prevent freezing during normally anticipated cold weather.

Responsibility

We will correct condition responsible for pipes freezing, and repair damaged piping. It is the Homeowner's responsibility to drain or otherwise protect lines and exterior faucets commonly exposed to freezing temperatures, including closing and protection of foundation vents in crawl space foundation areas, when applicable. **The Homeowner is also responsible for maintaining suitable temperatures in the home as a safeguard against freezing pipes and in no event should a Homeowner turn off the home's service of heat while vacationing or otherwise being away from the home.**

16.0 HVAC

Coverage: 1st & 2nd Year

Area: Installation of Systems

a. Standards

1. Possible Condition

Noisy ductwork.

Performance Standard

When metal is heated, it expands and when cooled, it contracts. The result is "ticking" or "crackling" which is to be expected.

Responsibility

None.

2. Possible Condition

Oil canning.

Performance Standard

The stiffening of the ductwork and the gauge of the metal used shall be such that ducts do not “oil can”. The booming noise caused by “oil canning” is not acceptable.

Responsibility

We will correct to eliminate this sound during 2 year Warranty Period.

3. Possible Condition

Ductwork separates or becomes unattached.

Performance Standard

Ductwork shall remain intact and securely fastened.

Responsibility

We will re-attach and re-secure all separated or unattached ductwork.

4. Possible Deficiency

Refrigerant lines leak.

Performance Standard

Refrigerant lines shall not develop leaks during normal operation.

Responsibility

We will repair leaking refrigerant lines and recharge unit, unless damage was caused by the Homeowner.

17.0 ELECTRICAL

Coverage: 1st & 2nd Year

Area: Installation of Systems

17.1 Electrical Systems**a. Service and Maintenance Tips**

Smoke detectors should be vacuum cleaned semi-annually and checked for replacement 5 years after settlement. Replace battery annually.

b. Standards**1. Possible Condition**

Failure of wiring to carry its designed circuit load to switches and receptacles.

Performance Standard

Wiring should be capable of carrying the designed load for normal residential use.

Responsibility

We will check wiring for conformity with local, state, or approved national electrical code requirements. We will replace wiring if it fails to carry the design load.

18.0 FIRE SUPPRESSION SPRINKLER SYSTEM

Coverage: 1st & 2nd Year

Area: Installation of Systems

a. Standards

The pipes are filled with water under pressure from the domestic water supply. In the unfortunate event of a fire, the heat from the fire will open the sprinkler head and water will spread over the fire. All sprinkler heads operate independently; therefore, not all heads will open at one time.

You should not install ceiling fans or other objects which might affect the spray pattern of the head without first contacting a qualified fire protection professional.

Sprinkler pipes have been installed in your attic and covered with insulation. You should use extreme caution when you enter your attic to avoid stepping on the pipe or removing insulation from around the pipe. We also recommend that you inform any workmen who may need to enter your attic of this also.

The sprinkler pipes are full of water so it is very important that you do not turn your heat off during cold weather. FROZEN SPRINKLER PIPES WILL CRACK.

Painting the sprinkler heads or hanging anything from them will violate the building code and could result in improper operation of the system.

A minimum monthly maintenance program should include the following:

1. Visually inspect all sprinklers to ensure against obstruction of spray.
2. Inspect all water supply valves to assure that they are open.
3. Test all waterflow devices if applicable.
4. Maintain and test all smoke detectors.

VI. APPENDIX A - DEFINITIONS

DEFINITIONS

In general - In this subtitle the following words have the meanings indicated.

- A. Appliances, Fixtures, and Items of Equipment** - “Appliances, fixtures, and items of equipment” means furnaces, propane tanks and fittings, air purifiers, air handling equipment, ventilating fans, air conditioning equipment, water heaters, pumps, stoves, refrigerators, garbage disposals, compactors, dishwashers, automatic door openers, washers and dryers, bathtubs, sinks, toilets, faucets and fittings, lighting fixtures, circuit breakers, and other similar items.
- B. Builder** - NVR, Inc., a Virginia corporation trading as Ryan Homes, NVHomes, Heartland Homes or Fox Ridge Homes.
- C. Electrical Systems** - “Electrical Systems” means all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.
- D. Heating, Cooling and Ventilating Systems** - “Heating, cooling, and ventilating systems” means all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.
- E. Load-bearing portions of the Home** - “Load-bearing portions of the home” means the load-bearing portions of the:

1. Foundation system and footings;
2. Beams;
3. Girders;
4. Lintels;
5. Structural columns;
6. Load-bearing walls and partitions;
7. Floor framing systems; and
8. Roof framing system.
9. Porches (including screened-in) and decks installed by Builder during the initial construction of the New Home, specifically the roof framing system and deck footers.

F. Local Jurisdiction - “Local Jurisdiction” means any local government entity having permit and inspection requirements for the construction of a new home.

G. New Home

1. “New Home” means a condominium unit as such is defined in the documents creating the specific condominium in which the unit is constructed.
2. “New Home” does not include Limited Common Element or Common Element as defined in the documents creating the specific condominium in which the unit is constructed. There are some items listed in the Performance Standards section of the Homeowners Manual which may not be included in the definition of Unit and will not be covered under this Limited Warranty. In many cases, excluded items will include the following; however, this list is provided as examples only and items which are not part of the New Home will be defined specifically in the condominium documents:
 - (i) Outbuilding, including detached garages and detached carports, except outbuildings that contain plumbing, electrical, heating, cooling, or ventilation systems serving the New Home;
 - (ii) Decks and/or Screened-in Porches which are not part of the original construction of the home installed by NVR
 - (iii) Boundary walls;
 - (iv) Retaining walls not necessary for the structural stability of the New Home;
 - (v) Landscaping;
 - (vi) Fences;
 - (vii) Off-site improvement;
 - (viii) Appurtenant recreational facilities, and
 - (ix) Other similar items.

H New Home Warranty - “New Home Warranty” means a series of written promises made by a Builder as provided in this Homeowners Manual.

I. Owner - The “Owner” is defined as the original purchaser(s) and all subsequent owners (if any) who take both title and possession of the designated home within the applicable warranty periods for residential purposes.

J. Plumbing Systems - “Plumbing Systems” means:

1. Gas supply lines and fittings;
2. Water supply, waste, and vent pipes and their fittings;
3. Septic tanks and their drain fields;
4. water, gas, and sewer service piping and their extensions to the tie-in of a public utility connection;
or
5. On-site wells and sewage disposal systems.

K. Structural Defect

1. “Structural Defect” means any defect in the load-bearing portions of a new home that adversely affects its load-bearing function to the extent that the home becomes or is in serious danger of becoming unsafe, unsanitary, or otherwise uninhabitable.
2. “Structural Defect” does not include damage caused by movement of the soil:
 - (i) Resulting from a flood, earthquake, acts of God, or
 - (ii) For which compensation has been provided.
 - (iii) Accidental loss or damage from causes beyond the fault and control of us, including but not limited to the following: fire, explosion, smoke, water escape, windstorm, frost, hail, lightning, flood, blasting, mining, falling trees, changes in the underground water table not reasonably foreseeable and earth movement not attributable to negligence on the part of us or its subcontractors or employees.

L. Warranty Date - “Warranty Date” means the first day that the original Purchaser occupies the new home or settles on the new home, whichever is earlier.

M. Warranty Period – “Warranty Period” means the two year period of warranty coverage commencing on the Warranty Date.

APPENDIX B - BUILDING CODES**BUILDING CODES**

Your home will be built according to the codes in force in your particular region during the time of construction.

Homeowner Limited Warranty

Name(s) of Original Purchaser(s):

Unit No.: _____ Building No.: _____

Condominium: _____

Municipality: _____

Settlement Date: _____

Note: Special, incidental and consequential damages are excluded under paragraph 10a, and implied warranties are limited under paragraph 10b. **Please be sure to read this entire Homeowner Limited Warranty** (the “Warranty”).

SPECIAL WARNING REGARDING WINDOW SCREENS

The window and door screens, frames and fastening systems have been designed by the window, door and screen manufacturers only to keep most insects out of your New Home. The manufacturers have not designed the system to support any weight other than that of the screen itself, therefore, the screen system will not prevent children or pets from falling through open windows to the ground below. Parents should be careful to prevent children and pets from leaning against the screens.

1. PERSONS PROTECTED

This Warranty of NVR, Inc. (the “Builder”) is extended to the original purchaser(s) identified above and to all subsequent owners (if any) who take both title and possession of the New Home within the applicable warranty periods for residential purposes (the “Purchaser”).

2. WARRANTY DATE

The “Warranty Date” is the first day the original Purchaser occupies the new home or settles on the new home, whichever is earlier.

3. TWO YEAR LIMITED WARRANTY ON THE BASIC HOME

Builder warrants that the New Home will be free from defects in materials and workmanship of the original construction, will be fit for habitation, will be constructed in a workmanlike manner and will be fit so as to pass without objection in the trade for a period of two (2) years from the Warranty Date. The Performance Standards immediately preceding this Section of the Homeowners Manual will determine those circumstances which will be covered under this Warranty.

4. TWO YEAR LIMITED WARRANTY MECHANICAL SYSTEMS

Builder warrants that the installation of the plumbing, electrical, and HVAC systems will be free from defects in workmanship of the original installation which appear at any time within two (2) years after the Warranty Date.

5. TWO YEAR LIMITED WARRANTY AGAINST MAJOR STRUCTURAL DEFECTS

Builder warrants that the New Home will be free from major structural defects in the materials or workmanship of the original construction which appear any time within two (2) years after the Warranty

Date, and which significantly affect the load-bearing functions of the New Home or otherwise render it unsuitable for residential purposes.

6. MANUFACTURERS' WARRANTIES

Some appliances, equipment and other components included in the New Home will be covered by separate written warranties of the manufacturers or suppliers of those items. These manufacturers' warranties are hereby assigned to the Purchaser as of the Warranty Date. All of the separate manufacturers' warranties represent the obligations of the manufacturers or suppliers of those components, and they are not warranties of the Builder. If and when any item covered by such a manufacturer's warranty is defective, the Purchaser must contact the manufacturer or supplier directly to seek the performance of the applicable manufacturer's warranty.

7. EXCLUSIONS FROM WARRANTY COVERAGE

- a. Damage to real property that is not part of the New Home covered by the Warranty or that is not included in the purchase price.
- b. Bodily injury or damage to personal property.
- c. Any defect in material supplied or work performed by anyone other than the Builder or the Builder's employees, agents or subcontractors.
- d. Any damage that the Purchaser has not taken timely action to minimize or for which the Purchaser has failed to provide timely notice to the Builder.
- e. Normal wear and tear or normal deterioration.
- f. Insect damage, except where the Builder has failed to use proper materials or construction methods as required by local building codes.
- g. Any loss or damage that arises while the New Home is being used for nonresidential purposes.
- h. Any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the Builder or the Builder's employees, agents, or subcontractors.
- i. Any damage to the extent it is caused or made worse by changes in grading or the ground by anyone other than the Builder, the Builder's employees, agents or subcontractors.
- j. Any damage caused or made worse by the failure of the Purchaser to maintain adequate heat or air conditioning in the New Home.
- k. Any damage caused or made worse by a heavy item such as a waterbed or pool table. If Purchaser desires to use such an item, Purchaser should consult a structural engineer for advice on whether the floors of the New Home can withstand the weight of the particular item desired to be used in the New Home.
- l. Any loss or damage caused by acts of God or natural occurrences.
- m. Any loss or damage caused by naturally occurring gases such as radon and methane.

- n. Any claim for which Purchaser files a claim under any insurance policy (including homeowners) and Purchaser fails to provide Builder the opportunity to inspect and make a determination of coverage under this Warranty.

8. REMEDIAL ACTIONS TO BE TAKEN BY BUILDER

If and when a defect for which the Builder is responsible under Sections 3, 4 or 5 of this Warranty occurs, the Purchaser must give prompt and written notice to the Builder in the manner specified in Section 11. In that event, the Builder will repair, replace, or pay the reasonable cost of repairing or replacing the defective component. The Builder will have the right to decide in its own discretion which of those remedies it will provide. If the Builder voluntarily offers or furnishes any remedy not legally required of it in any one instance, that action will not create an obligation to do so in any other instance; nor will any remedial action taken by the Builder at any time extend the time periods or alter the scope or conditions of the Warranty relating to the New Home.

9. SUBROGATION

If the Builder repairs, replaces or pays the cost of repairing or replacing under this Warranty any defect or component for which the Purchaser is covered by a manufacturer's warranty or by insurance, the Builder will be subrogated, automatically, to the rights of the Purchaser under that manufacturer's warranty or insurance coverage, to the extent of the costs paid or incurred by the Builder.

10. ADDITIONAL LIMITATIONS

- a. Under no circumstances will the Builder be liable for special, incidental or consequential damages (including, but not limited to, bodily injury, death, loss of the use of the New Home, damage to property of any kind not furnished by the Builder, or attorney's / expert's / consultant's fees and costs), regardless of the form of action or legal theory under which any claim is asserted against the Builder for breach of warranty, breach of contract, negligence or strict liability.
- b. There is no express warranty of any kind, or implied warranty obligation (including, but not limited to, any implied warranty of merchantability, habitability, or fitness for a particular purpose) given or undertaken by the Builder in connection with the construction or sale of the New Home, and relating to the quality or condition of any part of the New Home, except for this Warranty. No officer, employee or agent of the Builder is authorized to grant any other express warranty or representation or undertake any implied warranty obligation beyond the provisions of this Warranty at any time.
- c. The repair, replacement or payment remedy selected by the Builder will be the exclusive remedy for which the Builder will be liable with respect to the pertinent defect. In no event will the Builder be liable for repair costs or other Warranty obligations amounting in the aggregate to more than the purchase price of the New Home.

11. SUBMITTING A WARRANTY CLAIM/SERVICE TICKET

During the Warranty periods of the home, if a concern arises that you as the Purchaser believe should fall under the coverage detailed in this Homeowner's Manual, please submit a service ticket by contacting Customer Care by one of the following methods:

Ryan Homes

Phone:

877-550-7926

Monday-Friday 7:00 am – 7:00 pm EST

Website:

www.myryanhomes.com

NV Homes

Phone: 877-507-0057
Monday-Friday 7:00 am – 7:00 pm EST
Website: www.mynvhhome.com

Fox Ridge Homes

Phone: 855-369-7434
Monday-Friday 7:00 am – 7:00 pm EST
Website: www.myfoxridgehome.com

Heartland Homes

Phone: 855-583-6844
Monday-Friday 7:00 am – 7:00 pm EST
Website: www.myheartlandluxuryhome.com

Once you have submitted a service request to Customer Care, you should expect a response within 1-3 business days. The Builder has thirty (30) days in which to address the concern. You must make yourself and your Home available to the Builder for inspection at a mutually agreeable time during normal business hours (Monday through Friday) during this thirty (30) day period.

In all communications, be sure to include your full name, lot number, community name, address and daytime telephone number and be sure to describe clearly the nature of your claim and your expected outcome.

We have the right to waive the timeframes given above and such waiver shall not diminish or affect any rights or remedies available to the Builder under this Warranty.

12. PROCEDURE FOR REQUESTING ARBITRATION

If after thirty (30) days of submitting your service request to the Customer Care Center, you believe you have not obtained satisfactory performance under this Warranty, your sole remaining remedy is to file for binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (the “AAA”) unless applicable law does not permit such arbitration to be binding upon the Purchaser. Arbitration shall be commenced by Purchaser by filing an AAA Demand for Arbitration form with the AAA and the Builder. The Purchaser shall be responsible for payment of the filing (administrative) fees of the American Arbitration Association. Purchaser agrees to make the Home and premises and any alleged defects available for inspection by the Builder and its representatives during normal business hours upon reasonable notice. Purchaser must file the Demand for Arbitration within ninety (90) days after the response by the Director of Customer Relations to the Internal Appeal claim, which may be a denial of the claim, or completion of work or payment of the claim. Your right to demand arbitration of the claim expires on the 91st day following the Internal Appeal claim response.

The arbitrator shall consider only whether the Builder is responsible for correction of an alleged warranted item. The arbitrator shall not determine, or consider, any claim involving consequential damages, personal injury or death, rescission of contract or any remedy other than repair or replacement or payment of the reasonable cost of repair or replacement. The arbitrator shall give the Builder the option of satisfying an arbitration award either by performance of the required repair(s) or payment of a sum certain representing the cost of having such repair(s) performed by a third party. The arbitrator may, however, award actual, reasonable shelter expenses during the term of repair if the arbitrator

makes the specific finding that repair activity renders the Home either unsafe or uninhabitable during the term of repair.

The non-prevailing party in any arbitration shall pay all costs of the arbitration and all attorneys' fees.

13. EFFECT OF OTHER LAWS ON WARRANTY PROVISIONS

Notwithstanding any other provision of this Warranty, the Purchaser's rights and the Builder's obligations hereunder shall be without any force and effect and this Warranty shall be deemed superseded by any U.S. Government required warranty or other third-party warranty provided to Purchaser as required by local jurisdictions.

14. NOTICE REGARDING DELIVERY OF HOMEOWNERS MANUAL AND WARRANTY INFORMATION TO FUTURE PURCHASERS

In the event that you eventually decide to sell your Home, it is your responsibility to deliver this Homeowner's Manual and the Warranty information which it contains to any subsequent owner of the home.