

Tax Map Parcel Number: 3-35-11.00-59.00

Prepared By and Return To:

Daniel P. Johnson, Esquire
Young Conaway Stargatt & Taylor, LLP
1000 North King Street
Wilmington, DE 19801

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM
LEWES & REHOBOTH HUNDRED, SUSSEX COUNTY, DELAWARE

Covered Bridge Trails, LLC, a Delaware limited liability company ("Declarant"), does hereby declare:

1. Intent of Submission and Description of Property. Declarant, as owner of legal title to the land herein described, hereby submits certain real property located in Sussex County, Delaware, 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. §81-101, et seq., as amended (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, Buildings, 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 Building(s) and Unit(s) (as hereinafter defined), until such time, if ever, as such Expansion Area, including, but not limited to, such Expansion Building(s) and 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 Bylaws recorded immediately hereafter and all amendments to said documents shall have the following meanings:

(a) "Act" means the statutory provisions set forth in 25 Del. C. §81-101, et seq., as amended.

(b) "Assessments" shall mean any and all sums attributable to each Unit and due to the Association pursuant to the Condominium Documents, including but not limited to, the Common Expenses allocated to each Unit in the manner described in § 81-315 of the Act, as well as those set forth under §81-315(a)(2) of the Act regarding repair and replacement reserves as well as the maintenance, repair, or replacement of General Common Elements and/or Limited Common Elements appurtenant to each Unit, the cost and expense of which are the responsibility of each Unit Owner and which, if not maintained as provided under the Condominium Documents, shall be assessed to the applicable Unit Owner under § 81-315(c)(1) of the Act and as provided in the Condominium Documents and any individualized

fees for services provided to some but not all of the Unit Owners as provided under §81-315(c)(2) of the Act.

(c) “Association” means all of the Unit Owners acting as a group in accordance with this Declaration and the Act and Bylaws, which shall be organized as a Delaware nonprofit nonstock corporation called “Covered Bridge Trails Condominium Association, Inc.”.

(d) “Building” means each individual Duplex Building, Townhome Building and Single Unit Building.

(i) “Townhome Building” means each multi-Unit townhome styled building that contains Units with direct entry from the outside, which are used or intended to be used for residential purposes (including leasing of such Units for residential purposes) or for any other lawful purpose, as such Units are more specifically depicted in the Declaration Plan, when and if constructed and submitted to the Act.

(ii) “Duplex Building” means each two (2) Unit duplex styled building that contains Units with direct entry from the outside, which are used or intended to be used for residential purposes (including leasing of such Units for residential purposes) or for any other lawful purpose, as such Units are more specifically depicted in the Declaration Plan, when and if constructed and submitted to the Act.

(iii) “Single Unit Building” means each single Unit contained within a building that contains such single Unit which is used or intended to be used for residential purposes (including leasing of such Units for residential purposes) or for any other lawful purpose, as such Units are more specifically depicted in the Declaration Plan, when and if constructed and submitted to the Act.

(e) “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 amendments thereto.

(f) “Common Elements” mean (i) all parts of the Property other than the Units and (ii) any other interest in real estate for the benefit of the Unit Owners which are subject to this Declaration but shall expressly except and exclude the Expansion Area until such time, if ever, as such Expansion Area is constructed and submitted to the Act and the Condominium Regime in accordance with the terms of this Declaration. By way of illustration and not of limitation, the Common Elements include (i) the General Common Elements, (ii) the Townhome General Common Elements, (iii) the Townhome Limited Common Elements, (iv) the Duplex General Common Elements, (v) the Duplex Limited Common Elements; (vi) the Single Unit Limited Common Elements, and (vii) 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 site improvements, subject to any public utility easements now of record or to be given or obtained in the future either by the Declarant or the Association for sanitary and storm sewer use, water lines, electric, telephone and cable T.V., transmission lines or other similar necessary or desirable utility functions or which are appurtenant to the Land but shall expressly except and

exclude the Expansion Area until such time, if ever, as such Expansion Area is constructed and submitted to the Act and the Condominium Regime in accordance with the terms of this Declaration.

(g) “General Common Element Percentage Interest” means the proportionate undivided interest in the General Common Elements expressed as a percentage and assigned to each Unit as set forth in Schedule C-1 attached hereto, the same being subject to specified reductions upon subsequent amendments thereto as provided for in this Declaration.

(h) “Common Expenses” mean the General Common Element Expenses, and any other expenses which are assessed to all of the Unit Owners in the manner and as provided in the Declaration, the Bylaws and the Act.

(i) “Condominium” means the Covered Bridge Trails Condominium project being submitted to the provisions of the Act pursuant to the terms and conditions of this Declaration.

(j) “Condominium Documents” means this Declaration and the Site Plan, 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.

(k) “Condominium Regime” means the entirety of the Property as developed from time to time consistent with the terms of the Condominium Documents.

(l) “County” means Sussex County, Delaware.

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

(n) “Declaration Plan” means the Condominium Declaration Plan Single Family Unit SF43 dated August, 2019, prepared by Davis, Bowen & Friedel, Inc., which Condominium Declaration Plan (i) contains a survey of the entire Property and a depiction and location of the Buildings, Units and Common Elements, (ii) is recorded contemporaneously with this Declaration in the Recorder’s Office, (iii) complies with §§81-103(18) and 81-209 of the Act, and any and all amendments thereto, and (iv) any other applicable laws and Legal Requirements.

(o) “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 of record immediately prior to the Declaration Plan in the Recorder’s Office, and any and all amendments thereto.

(p) “Declarant” means Covered Bridge Trails, LLC, a Delaware limited liability company, and its successors or assigns.

(q) “Declarant Control Period” means the period beginning on the date

of recordation of this Declaration and ending on the date which is the earliest 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 Units, 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; or (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.

(r) “Duplex General Common Elements” shall have the meaning ascribed in Schedule I hereof.

(s) “Duplex General Common Element Expenses” means and includes any of the following that are not otherwise included as part of the General Common Element Expenses or the Townhome General Common Element Expenses:

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

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

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

(iv) Expenses declared or required to be Duplex General Common Element Expenses by the provisions of the Act or by this Declaration or the Bylaws;

(v) All valid charges assessed against or applicable to the Duplex General Common Elements; and

(vi) All expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, related to Duplex General Common Elements.

(t) “Duplex General Common Element Percentage Interest For Duplex General Common Element Expenses” means the percentage assigned to each Duplex Unit as set forth in Schedule D-3 attached hereto for its proportionate share of the Duplex General Common Element Expenses and other rights and obligations thereto, the same being subject to specified reductions upon subsequent amendments thereto as provided for in this Declaration.

(u) “Mortgagee” or “mortgagee” shall mean any Person holding a mortgage on any Unit which is recorded in the Recorder’s Office, together with any insurer or

guarantor of such mortgage, and their respective assignees, as their interests may appear.

(v) “Executive Board” means a board of natural persons of the number stated in the Bylaws.

(w) “Expansion Area” shall have the meaning ascribed in Section 5 hereof, captioned “Expansion” and shall expressly except and exclude the Property.

(x) “Expansion Buildings” mean the Townhome Expansion Buildings, the Duplex Expansion Buildings and the Single Unit Expansion Buildings, as defined on Schedules H, I and J, respectively.

(y) “Expansion Building(s) and Unit(s)” mean the Townhome Expansion Buildings and Units, the Duplex Expansion Buildings and Units and the Single Unit Expansion Buildings and Units, as defined on Schedules H, I and J, respectively.

(z) “Expansion Units” mean the Expansion Townhome Units, the Expansion Duplex Units and the Expansion Single Units, as defined on Schedules H, I and J, respectively.

(aa) “General Common Elements” mean the entire Property expressly excepting and excluding the Units, the Townhome General Common Elements, Townhome Limited Common Elements, the Duplex General Common Elements, Duplex Limited Common Elements and the Single Unit Limited Common Elements as shown on the Declaration Plan and as otherwise set forth herein.

(bb) “General Common Element Expenses” means and includes any of the following that are not otherwise included in either the Townhome Common Element Expenses or the Duplex Common Element Expenses:

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

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

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

(iv) Expenses declared to be General Common Element Expenses by the provisions of the Act or by this Declaration or the Bylaws;

(v) Premiums for insurance policies attributable to any Common Elements required to be purchased by the Executive Board pursuant to the Bylaws;

(vi) 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 any Agreements recorded in the Recorder's Office that benefits or burdens the Property;

(vii) All valid charges assessed against or applicable to the Property and the Condominium as a whole (expressly excepting and excluding any such charges assessed against or applicable to the Townhome General Common Elements and Duplex General Common Elements); and

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

(cc) "Initial Building" shall have the meaning ascribed in Section 4 hereof, captioned "Buildings/Units".

(dd) "Initial Building and Units" shall have the meaning ascribed in Section 4 hereof, captioned "Buildings/Units".

(ee) "Initial Units" shall have the meaning ascribed in Section 4 hereof, captioned "Buildings/Units".

(ff) "Land" means the real property more particularly described in Schedule A attached hereto, expressly excepting and excluding (i) the Buildings, Units or other improvements thereon, and (ii) the Expansion Area, including, but not limited to, the Expansion Building(s) and Unit(s).

(gg) "Legal Requirements" shall mean all laws, regulations, ordinances and similar enactments, by and from any local, county, state or federal agency or body, including, but not limited to environmental laws and regulations and applicable zoning, subdivision, health and building codes as well as all permits, authorizations, licenses or similar governmental authorization relating thereto (collectively the "Permits") which govern the use and operation of the Condominium, Condominium Property, together with the Expansion Area, as applicable.

(hh) "Limited Common Elements" mean the Townhome Limited Common Elements, the Duplex Limited Common Elements and Single Unit Limited Common Elements as defined in Schedules H, I and J, respectively.

(ii) "Limited Common Element Yard Area" shall mean those limited lawn or landscape areas which are appurtenant to each Unit as shown and delineated as a "Limited Common Element Yard Area" on the Declaration Plans or described in the Condominium Documents, including any lamp post, mailbox and other betterments appurtenant to such Unit, located within the Limited Common Element Yard Area immediately adjacent to such Unit.

(jj) "Majority" or "Majority of the Unit Owners" means the Owners of

more than fifty percent (50%) of the aggregate interest in the undivided ownership of the applicable Common Elements involving such Unit Owners as specified herein.

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

(ll) “Participating Builder” shall mean and refer to (1) U.S. Home Corporation or (2) any person or entity designated by Declarant.

(mm) “Person” means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity, any department, agency or political subdivision thereof, or any other legal entity or combination thereof.

(nn) “Recorder’s Office” means the Office of the Recorder of Deeds, in and for, the County.

(oo) “Repair and Replacement Reserves” mean the General Common Elements Repair and Replacement Reserve, the Townhome General Common Elements Repair and Replacement Reserve and the Duplex General Common Elements Repair and Replacement Reserve.

(pp) “Site Plan” means that certain Record Plan of Covered Bridge Trails dated November 2016, prepared by Davis, Bowen & Friedel, Inc., and recorded in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, in Plot Book 247, Page 74, and any and all amendments, changes or modifications thereto.

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

(rr) “Single Unit Limited Common Elements” shall have the meaning ascribed in Schedule J hereof.

(ss) “Townhome General Common Elements” shall have the meaning ascribed in Schedule H hereof.

(tt) “Townhome General Common Element Expenses” means and includes any of the following that are not otherwise included as part of the General Common Element Expenses or the Duplex Common Element Expenses:

(i) All sums lawfully assessed against the Townhome Unit Owners by the Executive Board that are not otherwise included as part of the General Common Element Expenses or the Duplex Common Element Expenses;

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

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

(iv) Expenses declared or required to be Townhome General Common Element Expenses by the provisions of the Act or by this Declaration or the Bylaws;

(v) All valid charges assessed against or applicable to the Townhome General Common Elements; and

(vi) All expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, related to Townhome General Common Elements.

(uu) “Townhome General Common Element Percentage Interest For Townhome General Common Element Expenses” means the percentage assigned to each Townhome Unit as set forth in Schedule D-1 attached hereto for its proportionate share of the Townhome General Common Element Expenses and other rights and obligations thereto, the same being subject to specified reductions upon subsequent amendments thereto as provided for in this Declaration.

(vv) “Unit” means a Unit as defined by §81-103(48) of the Act, and consists of any one of those parts of the Buildings which are separately described on the Declaration Plan and herein, including, but not limited to, all porches, decks, balconies, and patios appurtenant to such Unit and designed to serve such Unit exclusively, the Unit garage, if any, deemed to be part of such Unit and depicted and described on the Declaration Plan, and shall expressly include the Initial Units and, when and if constructed and submitted to the Act and the Condominium Regime, any Expansion Units. The Units include each Duplex Unit, Townhome Unit and Single Unit.

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

(xx) “Unit Owner” or “Owner” means any Townhome Unit Owner, Duplex Unit Owner and any Single Unit Owner.

(i) “Townhome Unit Owner” means any natural person, corporation, partnership, association, limited liability company, trust or other legal entity or any combination thereof which owns title to a Townhome 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 Townhome Unit solely as security for an obligation.

(ii) “Duplex Unit Owner” means any natural person, corporation, partnership, association, limited liability company, trust or other legal entity or any combination thereof which owns title to a Duplex 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 Duplex Unit solely as security for an obligation.

(iii) “Single Unit Owner” means any natural person, corporation, partnership, association, limited liability company, trust or other legal entity or any combination thereof which owns title to a Single 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 Single Unit solely as security for an obligation.

3. Name of Condominium. The Condominium shall be known as “Covered Bridge Trails Condominium”. The Condominium is an expandable condominium as hereinafter provided.

4. Buildings/Units. There shall be a maximum of up to one hundred thirty-two (132) Units on the Property. As of the date of this Declaration, One (1) Single Unit Building designated as Unit SF43 (the “Initial Building(s)”), consisting of Unit SF43 (the “Initial Unit(s)”), have been built (the Initial Building(s) and Initial Unit(s) are collectively referred to as the “Initial Building(s) and Unit(s)”). The Initial Building(s) and Unit(s) are located as shown on the Declaration Plan. Schedules H, I and J attached hereto and incorporated by reference contain certain provisions applicable to the Townhome Buildings and Townhome Units, the Duplex Buildings and Duplex Units and Single Unit Buildings and Single Units, respectively.

5. Expansion.

(a) Right to Expand. Subject to the limitations and requirements set forth herein, the Declarant shall have the absolute right (but not the obligation), without the consent of the Association, the Executive Board, any Unit Owner, any Mortgagee, the holder of any lien on any Unit, or any other Person, at any time and from time to time, to be exercised prior to the date that is **twenty (20)** years after the date of the recordation of this Declaration in the Recorder’s Office, to annex into the Property, as the same are described and identified by legal description on Schedule A attached hereto; and thereby to submit to each and every of the provisions of the Condominium Documents and the Act, and to the Condominium Regime, the Declarant’s interest in the lands described on said Schedule A which are currently excepted out and from submission to the Act and the Condominium Regime, and which lands underlie, *inter alia*, the Expansion Building(s) and Expansion Unit(s), as applicable, and which lands are delineated, in general terms, on the Declaration Plan (collectively, the “Expansion Area”), together with the improvements to be hereafter constructed upon any such lands, in substantial conformity with the Condominium Documents. Nothing herein shall be construed or interpreted (either expressly or impliedly) as requiring or obligating the 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 Expansion Building(s) and Expansion Unit(s). 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 the Declarant, in Declarant’s sole subjective and absolute discretion, deems necessary due to site conditions, construction problems, revisions to applicable building codes or circumstances dictated by the needs of the market place or such other factors or circumstances that Declarant encounters from time to time that requires such changes in Declarant’s sole subjective and absolute judgment. The construction of the Phases, in whole or in part, is to be at the sole subjective and absolute discretion of the Declarant. If, as and to the extent constructed and annexed and submitted as aforesaid, each Expansion Phase shall become part of the Condominium Regime and be subject to the terms and provisions of the Condominium Documents, the same as if both the currently “as-built” Condominium Regime and each such Expansion Phase, when and as constructed, had been built contemporaneously and all references herein shall be construed appropriately in context.

(b) Expansion Amendments. Any such expansion and annexation of any one or more of the Phases shall be accomplished by the recordation in the Recorder’s Office of an amendment to this Declaration, including, Schedules A, B, C-1, D-1 and E-1 of this Declaration, as applicable, and an amended Declaration Plan showing thereon, *inter alia*, the Buildings and Units as constructed. It shall be sufficient to describe and identify the portion of land in any expansion or annexation under this paragraph by identifying, describing and designating said land 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. Upon each annexation of all or any portion of the Expansion Area, including, without limitation, any one or more Expansion Building(s) and Unit(s), 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 previously excepted out of, and excluded from, the property of the Condominium, the Property, and the Condominium Regime.

(c) General Common Element Percentage Interests, Duplex General Common Element Percentage Interests and Townhome General Common Element Percentage Interests.

(i) General Common Element Percentage Interests. Each Unit Owner, by operation of law, shall have an undivided ownership interest in the General Common Elements and the number of votes equal to the General Common Element Percentage Interest assigned to the Unit owned by such Unit Owner as set forth on Schedule C-1 attached hereto. Each Unit’s General Common Element Percentage Interest in the General Common Elements and voting rights shall be determined and calculated based on the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units submitted to the Act and Condominium Regime in accordance with this Declaration and any subsequent amendments. Also, the General Common Element Percentage Interest shall be used to allocate the obligation to pay General Common Element Common Expenses among all Unit Owners.

(ii) Townhome General Common Element Percentage Interests. Each Townhome Unit Owner, by operation of law, shall be subject to, and have, the Townhome Common Element Percentage Interest For Townhome General Common Element Expenses assigned to the Townhome Unit owned by such Townhome Unit Owner as set forth on

Schedule D-1 attached hereto. Each Townhome Unit's Townhome General Common Element Percentage Interest shall be determined and calculated based on the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the total number of Townhome Units submitted to the Act and Condominium Regime in accordance with this Declaration and any subsequent amendments. Notwithstanding anything contained in any Condominium Document to the contrary, (A) the Townhome General Common Element Percentage Interest shall be solely used to allocate the obligation to pay Townhome General Common Element Expenses among all Townhome Unit Owners, and in connection with the rights associated with such Townhome General Common Elements provided in the Condominium Documents, and for no other purpose whatsoever, and (B) the Townhome Unit Owners shall be the only Unit Owners obligated to pay, and liable for, the Townhome General Common Element Expenses.

(iii) Duplex General Common Element Percentage Interests. Each Duplex Unit Owner, by operation of law, shall be subject to, and have, the Duplex Common Element Percentage Interest For Duplex General Common Element Expenses assigned to the Duplex Unit owned by such Duplex Unit Owner as set forth on Schedule E-1 attached hereto. Each Duplex Unit's Duplex General Common Element Percentage Interest shall be determined and calculated based on the percentage equivalent of a fraction, the numerator of which is one (1) and the denominator of which is the total number of Duplex Units submitted to the Act and Condominium Regime in accordance with this Declaration and any subsequent amendments. Notwithstanding anything contained in any Condominium Document to the contrary, (A) the Duplex General Common Element Percentage Interest shall be solely used to allocate the obligation to pay Duplex General Common Element Expenses among all Duplex Unit Owners, and in connection with the rights associated with such Duplex General Common Elements provided in the Condominium Documents, and for no other purpose whatsoever, and (B) the Duplex Unit Owners shall be the only Unit Owners obligated to pay, and liable for, the Duplex General Common Element Expenses.

(d) Adjustments to General Common Element Percentage Interests, Duplex General Common Element Percentage Interests and Townhome General Common Element Percentage Interests.

(i) Adjustments to General Common Element Percentage Interests. Upon the recordation of an amendment to this Declaration for the purpose of annexing to the Property all or any portion of the Expansion Area, including, but not limited to, any one or more Expansion Building(s) and Unit(s), each Unit Owner, by operation of law, shall have an undivided ownership interest in the General Common Elements and the voting rights equal to the General Common Element Percentage Interests assigned to the Unit Owned by such Unit Owner as set forth on Schedule C-1, 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 General Common Element Percentage Interest. The sum of the General Common Element Percentage Interests when expressed in terms of a percentage as provided in Schedule C-1 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.

(ii) Adjustments to Townhome General Common Element Percentage Interests. Upon the recordation of an amendment to this Declaration for the purpose of annexing to the Property all or any portion of the Expansion Area that consists of a Townhome Building and/or Townhome Unit, including, but not limited to, any one or more Expansion Building(s) and Unit(s), each Townhome Unit Owner, by operation of law, shall be subject to, and have, the Townhome General Common Element Percentage Interest assigned to the Townhome Unit owned by such Townhome Unit Owner as set forth on Schedule D-1, 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 Townhome Unit's Townhome General Common Element Percentage Interest. The sum of the Townhome General Common Element Percentage Interests when expressed in terms of a percentage as provided in Schedule D-1 for all Townhome 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.

(iii) Adjustments to Duplex General Common Element Percentage Interests. Upon the recordation of an amendment to this Declaration for the purpose of annexing to the Property all or any portion of the Expansion Area that consists of a Duplex Building and/or Duplex Unit, including, but not limited to, any one or more Expansion Building(s) and Unit(s), each Duplex Unit Owner, by operation of law, shall be subject to, and have, the Duplex General Common Element Percentage Interest assigned to the Duplex Unit owned by such Duplex Unit Owner as set forth on Schedule E-1, 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 Duplex Unit's Duplex General Common Element Percentage Interest. The sum of the Duplex General Common Element Percentage Interests when expressed in terms of a percentage as provided in Schedule E-1 for all Duplex 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.

(e) Irrevocable Power of Attorney. Upon the recordation of any such amendment, (i) the General Common Element Percentage Interest used to allocate voting rights and General Common Element Expenses among the Units shall be reallocated as set forth above and amended on Schedule C-1, (ii) the Townhome General Common Element Percentage Interest used to allocate Townhome General Common Element Expenses among the Townhome Units shall be reallocated as set forth above and amended on Schedule D-1, and (iii) the Duplex General Common Element Percentage Interest used to allocate Duplex General Common Element Expenses among the Duplex Units shall be reallocated as set forth above and amended on Schedule E-1. Any deed, instrument of assignment conveyance or other transfer document for any Unit shall be delivered subject to the conditional limitation that the General Common Element Percentage Interests, Townhome General Common Element Percentage Interests, the Duplex General Common Element Percentage Interests and voting rights appurtenant to such Unit shall be automatically reallocated pro tanto upon the recordation of such amendments in accordance with the terms of this Declaration. Attached hereto as Schedule G 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 shall be recorded with the Recorder's Office to confirm the right of Declarant to create and expand the Condominium Regime to include any one or more of the Phases as herein provided. In addition, each such Unit Owner and any mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Declarant, its successors or assigns, to properly accomplish such amendments, at no additional cost or expense to Declarant. Notwithstanding the foregoing, in the absence of the execution of any such Power of Attorney by a Unit Owner, any such Unit Owner (for such Unit Owner and such Unit Owner's successors and assigns), by acceptance of any deed for such Unit shall be deemed to have acknowledged and agreed to grant the rights and authorities referenced and contained in the foregoing Power of Attorney.

(f) Execution and Recordation of Amendments. There is reserved unto the Declarant an irrevocable power of attorney, coupled with an interest, for the purpose of reallocating the General Common Element Percentage Interests, Townhome General Common Element Percentage Interests, Duplex General Common Element Percentage Interests and voting rights appurtenant to each of the Units in accordance with this Declaration and executing, acknowledging and delivering such further instruments as may from time to time be required in order to accomplish the purposes of this Declaration. Each Unit Owner and each mortgagee of a Unit shall be deemed to have acquiesced in and expressly authorized the amendment of the Condominium Documents for the purpose of adding additional Buildings, Units, and Common Elements to the Condominium in the manner set forth in this Declaration and shall be deemed to have granted unto the Declarant 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 the Declarant to properly accomplish such amendments at no additional cost or expense to Declarant.

(g) Status of Expansion Area, including, without limitation, Land Underlying Expansion Building(s) and Unit(s) Prior to Expansion. Notwithstanding anything contained in any Condominium Document to the contrary, Declarant hereby reserves the right and has the right to use all or any portion of the Expansion Area, including, but not limited to, any one or more Expansion Building(s) or Expansion Unit(s), for any purpose whatsoever, and shall not be deemed to be obligated to and is not obligated to (i) construct any Buildings, Units or other appurtenant improvements on all or any portion of the Expansion Area, including, but not limited to, any one or more Expansion Building(s) or Expansion Unit(s), or (ii) hold all or any portion of the Expansion Area, including, but not limited to, any one or more Expansion Building(s) or Expansion Unit(s), in inventory for annexation into the Condominium Regime.

(h) Expense, Taxes and Other Burdens of Ownership of Expansion Area Prior To Expansion. Until any portion of the Expansion Area is submitted to the provisions of this Declaration and the Act and Condominium Regime in accordance with the terms of this Declaration, the expense, taxes and any other burdens of ownership of any such Expansion Area shall be at the sole expense and responsibility of, and any income or proceeds from the Expansion area shall inure to the benefit of, the Declarant. Any necessary amendments to the Condominium Documents under this Section shall also be at the sole cost and expense of the Declarant.

(i) Additional FNMA Expansion Provisions. In the event that additional property (expressly excluding any and all Expansion Area, including, without limitation, any one or more Expansion Building(s) or Unit(s)) is added to the Condominium, the prior written consent of each holder, insurer or guarantor of a mortgage on a Unit shall be obtained at the time such additional property is added to the Condominium. If the Federal National Mortgage Association (“FNMA”) holds any mortgage on a Unit at the time such additional property (expressly excluding any and all Expansion Area, including, without limitation, any one or more Expansion Building(s) or Unit(s)) is to be added to the Condominium, FNMA shall be furnished with title evidence, in form satisfactory to FNMA, which discloses any lien, easement or other encumbrances affecting such additional property to be added or which will affect the Condominium after the addition of such additional property.

6. Adjustments to General Common Element Percentage Interests, Townhome General Common Element Percentage Interests and Duplex General Common Element Percentage Interests.

(a) Change in Percentage of Ownership in General Common Elements, Voting Rights and General Common Element Expenses by Expansion and Annexation, and Method of Implementing Any Such Change. Notwithstanding anything contained in any Condominium Document to the contrary, upon annexation of land into the Property of the Condominium as provided for in Section 5 hereof, captioned “Expansion”, the General Common Element Percentage Interest of each Unit Owner and such Unit Owner’s voting rights and obligations with respect to General Common Element Expenses shall be reallocated as provided for, and authorized in, said Section 5, and in accordance with the formula provided for in said Section 5 and as listed on Schedule C-1 and Schedule C-2.

(b) Change in Percentage of Ownership in Townhome General Common Elements, Voting Rights and Townhome General Common Element Expenses by Expansion and Annexation, and Method of Implementing Any Such Change. Notwithstanding anything contained in any Condominium Document to the contrary, upon annexation of land into the Property of the Condominium as provided for in Section 5 hereof, captioned “Expansion”, together with the addition of any Townhome Expansion Buildings and Townhome Units, the Townhome General Common Element Percentage Interest of each Townhome Unit Owner and such Townhome Unit Owner’s obligations with respect to Townhome General Common Element Expenses shall be reallocated as provided for, and authorized in, said Section 5, captioned “Expansion”, and in accordance with the formula provided for in said Section 5 and as listed on Schedules D-1 and D-2.

(c) Change in Percentage of Ownership in Duplex General Common Elements, Voting Rights and Duplex General Common Element Expenses by Expansion and Annexation, and Method of Implementing Any Such Change. Notwithstanding anything contained in any Condominium Document to the contrary, upon annexation of land into the Property of the Condominium as provided for in Section 5 hereof, captioned “Expansion”, together with the addition of any Duplex Expansion Buildings and Duplex Units, the Duplex General Common Element Percentage Interest of each Duplex Unit Owner and such Duplex Unit Owner’s obligations with respect to Duplex General Common Element Expenses shall be reallocated as provided for, and authorized in, said Section 5, captioned “Expansion”, and in

accordance with the formula provided for in said Section 5 and as listed on Schedules E-1 and E-2.

7. Units. Schedules H, I and J, attached hereto and incorporated by reference, contain certain provisions applicable to the Townhome Units, Duplex Units and Single Units, respectively.

8. Limited Common Elements. Schedules H, I and J, attached hereto and incorporated by reference, contain certain provisions applicable to the Townhome General Common Elements, Duplex General Common Elements, Townhome Limited Common Elements, Duplex Limited Common Elements and Single Unit Limited Common Elements, respectively.

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

(a) General Use Restrictions/Age Restricted Housing. No part of the Property shall be used other than for housing and the related common purposes for which the Property was designated and each Unit shall be used only for residential purposes and shall be occupied only by the Unit Owner, the Unit Owner's immediate family, guests, subtenants and invitees in such numbers as do not overburden such Unit or the Common Elements and otherwise in compliance with and subject to the age restricted housing covenants and conditions set forth in Section 9(z) below. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Unit Owner may maintain a home business office within a Unit for such Unit Owner's personal use; provided, however business invitees, customers, and clients shall not be permitted to meet with Unit Owners in Units unless the Executive Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitation for commercial purposes within the Property. No solicitors of a commercial nature shall be allowed within the Property without the prior written consent of the Executive Board. No garage or similar types of sales are permitted, except as permitted by the Executive Board. No day care center or facility may be operated out of a Unit. Notwithstanding anything contained in any of the Condominium Documents to the contrary (1) Declarant and each Participating Builder shall have the right to maintain, at no charge, one or more 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 Declarant 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 or a Participating Builder, 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 Property upon the Common Elements or any Unit owned by Declarant or a Participating Builder.

(b) Insurance Considerations. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the 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 Property, or the contents thereof, or which would be in violation of any law.

(c) General Compliance with Legal Requirements. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All Legal Requirements shall be observed and complied with, by and at the sole expense of, the Unit Owner or the Executive Board, as applicable.

(d) No Impairment of Structures. 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 Property or which would structurally change any structures or improvements thereon except as is otherwise provided in the Bylaws or this Declaration.

(e) No Non-Residential Uses. 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 Property.

(f) For Sale Signs. Any Unit Owner shall have the right to display a "For Sale" sign measuring up to twelve inches (12") by eighteen inches (18") on 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" 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. Any Unit Owner shall have the right to display a "For Rent" sign measuring up to twelve inches (12") by eighteen inches (18") on the exterior wall of such Unit Owner's Unit or the Limited Common Elements appurtenant to such Unit for a period of up to sixty (60) days prior to expiration of any then permitted lease of the Unit as well as during any time the Unit is vacant and is being offered for lease for a term in compliance with this Declaration. 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 while such Unit is vacant.

(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) Display Items. 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 (each a "Display Item"), shall be erected or maintained on or visible from a Unit or Common Element except as provided in the Rules and Regulations or in the absence of any applicable provisions in the Rules and Regulations then with the prior written consent of the Executive Board, or as expressly permitted under all applicable Legal Requirements. If permission is granted to any Owner to erect a Display Item by the Executive Board, the Executive Board reserves the right to restrict the size, shape, color, lettering, height, material and location of the Display Item, or in the alternative, provide the Owner with the Display Item to be used for such purposes. No Display Item shall be nailed or otherwise attached to trees or other landscaping on the Property.

(j) Changes to Exterior Appearances. A Unit Owner shall not change the exterior appearance of the Limited Common Elements appurtenant to 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 and Declarant so long as Declarant holds title to any portion of the Expansion Area.

(k) Alteration of Common Elements. Nothing shall be altered or constructed, stored in or on or removed from the Common Elements, except upon the written consent of the Executive Board and otherwise in compliance with the Act and the Condominium Documents. Notwithstanding anything to the contrary in this Declaration, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Association and applicable governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other plantings shall be placed or permitted on any Common Element where such obstruction would create a traffic concern or problem.

(l) General Use of Common Elements. 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).

(1) No cooking shall be permitted nor shall any goods or beverages be consumed on the General Common Elements except in areas designated for those purposes by the Executive Board.

(2) 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. No wire or other lawn edging, underground invisible 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.

(m) General Use of Units and Limited Common Elements. 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 Limited Common Elements shall be subject to and governed by the provisions of the Act and the Condominium Documents, including this Declaration.

(1) In the event a Unit will be unoccupied for an extended period exceeding thirty (30) days, the Unit Owner of any such Unit shall, prior to departure: (i) notify the Association of the anticipated duration such extended absence; (ii) remove all removable items such as furniture, plants and other objects from the outside the Unit; and (iii) designate a responsible firm or individual to monitor and if necessary care for the Unit, should the Unit suffer damage or require attention, and provide a key to the Unit to the firm or individual and provide the name of such the designee to the Association. Notwithstanding the foregoing, the Association shall have no responsibility or obligation to undertake or perform any services of any nature relating to any unoccupied Unit that would otherwise be the responsibility of the Unit Owner and not the Association.

(2) No flammable fuel storage for equipment shall be permitted within any Unit except as may be necessary or reasonably used for permitted spas, barbeques, fireplaces or similar devices compatible with the residential use of the Unit and otherwise in compliance with all applicable Legal Requirements. In addition, no flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any Common Element or within any Unit, except those which are required for and/or are in such quantities or volume customarily used in normal residential household use.

(3) No garage shall be converted into or used as a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. Notwithstanding the foregoing limitations, the right is expressly reserved and retained by Declarant and any Participating Builder to utilize the garage area of a Unit as a sales office or facility.

(4) No mops or laundry of any kind, or any other similar type article, shall be hung or exposed so as to be visible outside the Unit.

(5) Window treatments for each Unit shall consist of drapery, blinds, decorative panels, or other tasteful window covering approved by the Executive Board. No temporary window treatments shall be permitted. No security bars shall be placed on the windows of any Unit. No awnings, canopies or shutters shall be affixed to the exterior Limited Common Elements of a Unit without the prior written approval of the Executive Board. No reflective tinting or mirror finishes on windows shall be permitted; non-reflective tinting may be permitted if specifically approved by the Executive Board.

(6) All personal property of each Unit Owner or other occupants of the Unit shall be stored within such Unit unless outdoor storage within such Unit Owner's Limited Common Element Yard Area has been approved by the Executive Board.

(n) Vehicles. 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 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 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 or plates are not maintained or displayed shall be kept upon any of the Common Elements.

(o) Animals. 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 and amended by the Executive Board from time to time and as otherwise permitted by all Legal Requirements and otherwise in accordance with the Rules and Regulations established by the Executive Board from time to time; 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 Property by the owner of such pet upon three (3) days written notice from the Executive Board. A determination by the Executive Board that any animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties, subject to any appeal process provided in the Rules and Regulations. 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, 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 Limited Common Element Yard Area of any Unit 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 Property. Any Unit Owner who keeps or maintains any pet upon any portion of the Property or allows any pet to be so kept or maintained upon any portion of the 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 Property. All pets shall be registered with the Executive Board and shall otherwise be registered and inoculated as required by all applicable Legal Requirements. 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. No pet or animals shall be "tied out" on the exterior of the Unit or in the Common Elements, or left unattended in a yard or on a balcony, porch, patio or courtyard. No dog runs or enclosures shall be permitted except for the area of the General Common Elements designated as a "Pet Park" by the Declarant. The Executive Board shall have authority to modify these provisions on a case by case basis as may be reasonably necessary to accommodate pets providing specialized services to a Unit Owner or immediate family members, guests, tenants and invitees.

(p) Satellite Dishes. 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 Legal Requirements. 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) Parking. The Executive Board may 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. In addition, there shall be no parking permitted along the roads and streets that are part of the Common Elements except as provided by the Executive Board in the Rules and Regulations, or the other Condominium Documents. All automobiles of the Unit Owners and their family members and their respective tenants, guests and invitees shall be parked in the garage or driveway appurtenant to such Unit and shall not block the sidewalks or driveways of other Unit Owners. All third-party service vehicles belonging to contractors or other service providers hired by an Owner ("Service Vehicles") shall be present only when necessary for the purpose of any such services or maintenance and shall park on the roadway in front of the Unit. No vehicle which cannot operate on its own power shall remain on any Common Element for more than twelve (12) hours. No repair, except emergency repair, of vehicles shall be made within the Common Elements. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including, but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within the Common Elements. Notwithstanding the foregoing, a recreational vehicle, a boat and/or boat trailer may be kept within the Limited Common Element Yard Area of a Unit for up to twenty-four (24) hours for cleaning, loading and/or unloading purposes. The term commercial vehicle shall not be deemed to include law enforcement vehicles, recreational or utility vehicles (e.g., 4-Runners, Suburbans, Explorers, etc.) up to 21 feet 5 inches in length or clean "non-working" vehicles such

as pick-up trucks, vans, or cars if they are used by the Unit Owner on a daily basis for normal transportation. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in any Common Element. Personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in driveways appurtenant to Units. Except for Service Vehicles, no vehicles displaying commercial advertising shall be parked within the public view. No vehicles of any nature shall be parked on any portion of the Common Elements except on the surfaced parking area thereof. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in the Common Elements. No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked in the Common Elements. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. For any Owner who drives an automobile used by any governmental agency, department or body (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Unit. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction, maintenance or service vehicles and equipment in connection with the development, construction, improvement, installation, maintenance, repair or replacement activities with respect to any Units or Common Elements by the Declarant or any Participating Builder, in the exercise of the Association's maintenance, repair, replacement obligations and responsibilities and services provided to the Unit Owners under the Condominium Documents, in connection with the development and construction activities of Declarant or any Participating Builder.

(r) Garbage Storage. 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 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. 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. No outside burning of trash or garbage is permitted.

(s) Holiday Lighting and Decorations and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Limited Common Elements appurtenant to each Unit in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. With regard to those portions of any Limited Common Elements that are maintained or serviced by the Association, no lighting or any facilities or electrical cords or wiring related thereto or any decorations shall be permitted to be placed upon or across any portion of the Limited Common Element Yard Area maintained by the Association, including but not limited to sidewalks, driveways, lawn or landscaped areas and the Association and its agents shall be permitted, but

shall not be required, to remove any such items which serve as impediments to the any such maintenance, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting and decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front of the Limited Common Element Yard Area appurtenant to such Owner's Unit, provided that (i) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within the shrubs, and (ii) such placement shall not otherwise interfere with any maintenance, services or other obligations or responsibilities imposed upon the Association. Except for seasonal holiday lights, all exterior lighting shall require the approval of the Executive Board. As part of the Rules and Regulations, the Executive Board may establish reasonable standards and guidelines for holiday lights, including the right to require the removal of any excessive lighting that creates a nuisance to adjacent or adjoining Unit Owners.

(t) Utilities and Stormwater Management Facilities. No Unit Owner may alter, amend or otherwise interfere with the utilities or storm water management and/or drainage facilities or water easement areas as identified on the Master Plan, the Declaration Plan, or any recorded document in the Recorder's Office as each may be amended or any utilities or irrigation system within any Common Element including any Limited Common Element Yard Area. Neither any Unit Owner nor the Association may alter, amend or otherwise interfere with the utilities, 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 Area), the County and any applicable utility provider for review and approval. The Association or the Unit Owner, as applicable, 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. In addition, in the event that such utilities, systems or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by any changes to landscaping, structures, or additions undertaken by a Unit Owner whether approved or not by the Executive Board, then any costs and expenses to correct, repair, maintain or replace any impacted utilities or drainage system and/or facilities and any resulting damages to any Unit or Common Element shall be sole obligation and responsibility of the Owner who made such changes. By way of example, and not of limitation, if an Owner plants a tree within its Limited Common Element Yard Area (pursuant to Executive Board approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Unit or the Common Elements, then such Owner shall be solely responsible for the costs and expenses of removal of the roots as directed by the Executive Board.

(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 the Units within the Condominium at the sole cost and expense of the applicable Unit Owner. 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. Without limiting the foregoing, any and all maintenance, repairs, replacements as well as any attendant damages resulting from such installation and/or other permitted or

required activities such as (but not limited to) 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 undertaken and completed at the sole cost and expense of the applicable Unit Owner.

(v) Skylights. Skylights 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. 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. Without limiting the foregoing, any and all maintenance, repairs, replacements as well as any attendant damages resulting from such installation and/or other permitted or required activities such as (but not limited to) the creation of holes and roof penetrations that are made as a result of any such activities shall be undertaken and completed at the sole cost and expense of the applicable Unit Owner.

(w) Use of and Alterations to Limited Common Elements and 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 and as required by the Condominium Documents and in accordance with Legal Requirements, including the Act (the “Required Community Condition”), the Executive Board and Declarant 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 that are not otherwise expressly prohibited under this Declaration or other Condominium Documents, including but not limited to tennis courts, basketball courts, children’s recreation equipment or other recreational or sporting facilities designed to be located and installed in a fixed location (by way of illustration, swing sets, trampolines or jungle gyms), decks, patios, porches, swimming pools, greenhouses, tool or storage sheds, ponds, gardens, driveways, paved areas, satellite dishes, radio antennas, communications equipment or facilities, underground invisible fences, walls, together with all forms or types of hardscaping 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 and the Condominium Documents. 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. Notwithstanding anything contained in this Section 9(w) to the contrary, the Executive Board shall have no authority or jurisdiction to grant approval or authorization for any Yard Area Improvements which would otherwise be specifically prohibited under this Declaration or the other Condominium Documents or in contravention of any Legal Requirements. 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. No Owner shall remove soil from any portion of the Limited Common Element Yard Area appurtenant to its Unit, change the grade or topography of the Limited Common Element Yard Areas or plant landscaping or install hardscaping materials or improvements which results in any permanent change in the flow and drainage of surface water. 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. In the event the Executive Board approves a Unit Owner's proposed improvement on the Limited Common Elements and/or a Yard Area Improvement, such Unit Owner shall file an updated Declaration Plan for the subject Unit in the Recorder's Office that (i) contains a survey of the entire Property and a depiction and location of the Buildings, Units and Common Elements, (ii) complies with §§81-103(18) and 81-209 of the Act, and any and all amendments thereto, and (iii) any other applicable laws and Legal Requirements.

(1) Vegetable Gardens. No vegetable gardens shall be permitted or maintained within any Limited Common Element Yard Area. 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 Common Elements.

(2) Outdoor Furniture. Outdoor furniture shall be used and maintained in the Limited Common Element Yard Area or patios, decks or porches only, unless otherwise determined by the Executive Board, and shall be maintained in a neat and attractive manner.

(3) Outdoor Equipment. 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 around the front, rear or side of any Unit and its appurtenant Limited Common Elements. Notwithstanding the foregoing, equipment or machinery may be present when necessary for the purpose of performing work or maintenance to any Unit or Limited Common Element appurtenant thereto provided such equipment or machinery is promptly removed following the completion of such work or maintenance.

(4) Artificial Vegetation. No artificial grass, plants or other artificial vegetation or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Unit or any appurtenant Limited Common Element or Limited Common Element Yard Area. 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.

(5) Outdoor Laundry. 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 Limited Common Elements of the Units.

(6) Outdoor Grills. The Executive Board shall have the right to regulate the use of grills or barbecue facilities within the Limited Common Element Yard Areas pursuant to the Rules and Regulations.

(7) Decorations. No decorative objects, including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Limited Common Elements appurtenant to each Unit without the prior written approval of the Executive Board.

(8) Privacy Screens. No privacy screens, walls or fences shall be erected or installed within or upon any portion of the Limited Common Elements appurtenant to each Unit without the prior written approval of the Executive Board.

(9) Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Limited Common Elements or Limited Common Element Yard Area of any Unit for an extended period of time except for periodic use not extending more than seven (7) consecutive days during any month without prior written consent of the Executive Board. The use of any such recreational, playground or sports equipment within or about any portion of the Limited Common Elements or Limited Common Element Yard Area that is kept within a Unit when not in active use shall be permitted. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the Executive Board. Any such approved equipment shall be located at the rear of the Limited Common Elements or Limited Common Element Yard Area of the Unit. Tree houses or platforms of a similar nature shall not be constructed on any part of the Limited Common Elements or Limited Common Element Yard Area of a Unit. No basketball hoop shall be attached to the Limited Common Elements or Limited Common Element Yard Area of a Unit and any portable basketball hoop must be stored inside the garage of the Unit.

(10) Outdoor Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement, including but not limited to storage pods or trailers shall be permitted and no other similar structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Executive Board, which approval shall conform to the requirements of this Declaration.

(x) Fences. No above ground fence shall be constructed or maintained upon any Limited Common Element Yard Area and only below ground invisible electric or similar type of below ground invisible cabling shall be permitted within such Limited Common Element Yard when the plans for the same have been submitted to and approved in writing by the Executive Board in accordance with the provisions of the Bylaws including the location thereof relative to certain infrastructure, including but not limited to existing utilities and lines, drainage swales, irrigation systems, utility and other improvements together with such other reasonable terms and conditions as may be imposed by the Executive Board, and the Unit Owner has complied with Section 9(w) with respect to the Declaration Plan for their Unit.

Notwithstanding the foregoing, this Section 9(x) shall not apply to temporary above ground fences installed by or on behalf of Declarant or any Participating Builder during the construction and development of the Condominium, which in the sole opinion of Declarant or such Participating Builder, as applicable, shall be required, convenient or incidental to Declarant's or such Participating Builder's, as applicable, construction, development, marketing, leasing and sales activities within the Condominium, all of which shall be temporary in nature and shall be promptly removed when the need for such fencing is no longer needed in connection with the foregoing activities.

(y) General Reservation for Declarant, Participating Builders and Association. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions, restrictions and limitations set forth in this Section 9 shall not apply to any activities reasonably undertaken and performed in connection with the development, construction, improvement, installation, maintenance, repair or replacement activities with respect to any Buildings, Units, Common Elements or Expansion Areas by the Declarant or any Participating Builder or in the exercise of the Association's maintenance, repair, replacement obligations and responsibilities and services provided to the Unit Owners under the Condominium Documents or any other document or agreement pertaining to the operation or use of the Condominium, or to actions taken to comply with any Legal Requirements.

(z) Occupancy Restrictions – Active 55 and Older Community. Notwithstanding any other provision in this Declaration to the contrary, Declarant hereby restricts occupancy of the Units constructed within the Property to older persons in accordance with the Fair Housing Act, 42 U.S.C. Section 3601 et seq. as amended from time to time (the "Fair Housing Act") and the Delaware Fair Housing Act, 6 Del. Code. § 4600 et seq, as amended from time to time (the "Delaware Fair Housing Act"). It is intended that at least eighty percent (80%) of the Units within the Property shall be operated for occupancy by, and shall not be sold, leased, licensed or occupied except by, at least one person of the Minimum Age (as defined below); provided, however, consistent with the provisions of the Fair Housing Act twenty percent (20%) of the Units within the Condominium may be permitted to be sold, owned, occupied and used by the Declarant, Participating Builder, the Unit Owners or other persons under the Minimum Age, and the Units and Property shall be subject to the following additional terms, conditions and occupancy restrictions:

(1) For purposes of this Section 9(z), the term "Minimum Age" shall mean fifty-five (55) years of age or older or any such lower minimum age as may hereafter qualify under regulations of the Department of Housing and Urban Development, or any successor agency, in administration of the Fair Housing Act, and under the Delaware Fair Housing Act, establishing an exemption from regulations prohibiting housing discrimination based on familial status in connection with housing for older persons.

(2) Consistent with the provisions of the Fair Housing Act, at least eighty percent (80%) of the Units within the Property must be owned, occupied and used by one or more residents of such Units who shall be of the Minimum Age and no person who has not attained the age of eighteen (18) years of age shall reside in any such Unit for more than ninety (90) days in any calendar year.

(3) Consistent with the provisions of the Fair Housing Act twenty percent (20%) of the Units within the Condominium may be permitted to be owned, occupied and used by persons under the Minimum Age.

(4) The Executive Board of the Association shall adopt such Rules and Regulations as are reasonably necessary to ascertain and document that the Property is being operated as housing for older persons in accordance with the Fair Housing Act and the Delaware Fair Housing Act, and regulations promulgated thereunder, including but not limited to information forms and administrative procedures for conducting and maintaining records of any survey, the Required Survey (as defined herein below) or census of the Unit Owners and occupants as may be necessary or desirable in furtherance of this Section 9(z). All Unit Owners shall be responsible for completing and returning any such information, forms, surveys and certifications as well as the Required Survey in such form and content and manner as the Executive Board shall reasonably direct. In addition, the Executive Board shall have the authority to promulgate such other Rules and Regulations as it deems reasonably necessary or desirable to monitor any change in occupancy of a Unit resulting from any sale, conveyance, transfer, assignment, lease, sublease or other disposition of any property interest in or right of possession in a Unit in furtherance of ascertaining compliance with this Declaration, the Fair Housing Act and the Delaware Fair Housing Act and to otherwise enforce any non-compliance or breach of any of the covenants or obligations imposed hereunder by exercising any one or more of the rights and remedies afforded the Executive Board or the Association under the Condominium Documents, including but not limited to those rights and remedies set forth in the Bylaws.

(5) Without limiting the foregoing, in order to satisfy the requirements of 24 CFR 100.306 and .307 of the Housing for Older Persons Act, the Executive Board shall be required to conduct a survey of the Unit Owners to confirm that at least 80% of the Units are occupied by at least one (1) person of the Minimum Age (the "Required Survey"). A Required Survey shall be conducted at least once every two (2) years. Each and every Unit Owner, by the acceptance of a Deed for his, her or their Unit, shall be required to comply with a Required Survey. Sufficient documentation may be provided through a driver's license, birth certificate, passport, immigration card, military identification, community issued identification by the Association, if applicable, or such other local, state or government document containing a birth date of comparable reliability.

(6) Notwithstanding anything to the contrary contained in this Section 9(z) the foregoing age restrictions shall at all times be interpreted and deemed amended to permit the broadest permissible use and occupancy of a Unit consistent with the exemption from the prohibition against discrimination in housing based on familial status under the Fair Housing Act, the Delaware Fair Housing Act, or any similar federal, state or local law, as any such laws may be amended from time to time, and any regulations promulgated thereunder, for housing for older persons.

(aa) Covered Bridge Limitations and Restrictions. No commercial vehicles (including but not limited to construction vehicles, moving vans, trash trucks or similar

vehicles), or heavy equipment or material apparatus shall be permitted to access, use or cross over the Covered Bridge constructed by Declarant other than as expressly permitted in writing by the Declarant. Only passenger vehicles which do not exceed the weight limitations that shall be posted on the Covered Bridge, pedestrians, bicycles and similar recreational apparatus access and use shall be permitted to access or use the Covered Bridge, together with such other uses that are compatible with the intended residential use thereof which do not damage or increase the costs and expenses of maintenance, repairs and replacement costs of the Covered Bridge. Violations of these restrictions and provisions shall be subject to fines and other remedies that may be imposed and/or enforced by the Executive Board and/or Declarant as set forth in the Bylaws.

(bb) Environmental Covenant. The use and occupancy of the Units and the Common Elements are subject to the terms and conditions of that certain Environmental Covenant entered to into by and between the Declarant and the Delaware Department of Natural Resources and Environmental Control ("DNREC") as recorded in the Recorder's Office in Deed Book 4692 , Page 52 as may be amended from time to time (the "Environmental Covenant") and as more fully set forth in Schedule K attached hereto and made a part hereof.

(cc) Acknowledgment of Concrete Operations Adjacent to Condominium. By each Unit Owner's acceptance of a Deed to his, her or their Unit, such Unit Owner(s) expressly acknowledges and understands that an active and long-standing concrete operation is located on property now or formerly of Atlantic Concrete, Inc. being generally identified as Tax Map 3-35-11.00, Parcel 57.00 (the "Commercial Property") adjacent to the Condominium and that the Unit Owner shall acquire and shall accept title to the Unit subject to this Section 9 (cc) and the following disclosures and covenants which shall be required to be incorporated in the Deed to each Unit for so long as the concrete operations continue to be conducted at the Commercial Property.

The current and future operation and use of the Commercial Property includes, but is not limited to the maintenance, repair and replacement of buildings, structures and improvement associated with a concrete plant and facilities as well as any other lawful use permitted on the Commercial Property from time to time as well as the use, storage, maintenance and repair of any and all manner of commercial or industrial equipment, supplies, inventory, materials and vehicles (the "Permitted Use"). The Permitted Use will likely from time to time both now and in the future generate or produce conditions such as but not limited to ground or other vibrations, noise, the omission of dust, smoke, particle matter, fumes, odors, gases, vapors, heat or glare from lights, during various times of the day or evening, all of which are inherently and recurrently generated or produced from time to time by the activities attendant to the Permitted Use. The use and enjoyment of the Condominium by the Unit Owner and their successors and assigns, including, but not limited to, the Unit, is expressly subject to any annoyance or inconvenience which may result from such Permitted Use and that may come from living in close proximity to any such Permitted Use and the Unit Owner and their successors and assigns expressly covenant and agree that they shall not and will not object, now or in the future, to any such Permitted Use which is conducted in a lawful manner.

Each Unit Owner further understands and acknowledges that the area which abuts a portion of the Condominium is currently being used now or in the future as a concrete washout

and recycling area or other facility for the benefit of the concrete plant and operations in connection with the Permitted Use.

10. Repair and Replacement Reserve. The Association shall create and maintain, in addition to any reserve for contingencies, (a) a fully funded repair and replacement reserve (as defined in §81-103(39) of the Act) for the General Common Elements (the "General Common Elements 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, (b) a fully funded repair and replacement reserve (as defined in §81-103(39) of the Act) for the Townhome General Common Elements (the "Townhome General Common Elements Repair and Replacement Reserve") based upon a current Reserve Study in accordance with the Act, and (c) a fully funded repair and replacement reserve (as defined in §81-103(39) of the Act) for the Duplex General Common Elements (the "Duplex General Common Elements Repair and Replacement Reserve") based upon a current Reserve Study in accordance with the Act.

(a) All assessments to fund the General Common Elements Repair and Replacement Reserve shall be a General Common Element Expense and shall be due and payable by each Unit Owner.

(b) All assessments to fund the Townhome General Common Elements Repair and Replacement Reserve shall be a Townhome General Common Element Expense and shall be due and payable by each Townhome Unit Owner.

(c) All assessments to fund the Duplex General Common Elements Repair and Replacement Reserve shall be a Duplex General Common Element Expense and shall be due and payable by each Duplex Unit Owner.

11. Maintenance Repair and Replacement of Limited Common Elements by the Unit Owners. Notwithstanding anything contained in the Condominium Documents to the contrary, each Owner shall have the affirmative obligation to undertake, perform and complete as provided hereunder any and all maintenance, repairs and replacement of any and all Limited Common Elements appurtenant to such Unit Owner's Unit that should arise from time to time to properly maintain and keep any such Limited Common Element in good repair, condition and appearance and as necessary to maintain the Required Community Condition other than those Limited Common Elements which shall be maintained, repaired and replaced by the Association. Any and all such maintenance, repair and/or replacement of any such Limited Common Elements shall be the sole obligation, responsibility of and shall be at the sole cost and expense of the Owner of the Unit as required hereunder and under §81-3107(a) of the Act. In addition, the Executive Board shall determine in its reasonable judgment when and to what extent such maintenance, repairs and replacements shall be required to any such Limited Common Elements in order to maintain the Required Community Condition and as otherwise required by and provided for in the Condominium Documents, including but not limited to the rights and remedies of the Association as provided in the Bylaws in the event of any Unit Owner's failure to timely perform any such maintenance, repairs and/or replacements obligations as required under the Condominium Documents

12. Alienation of Units, Restrictions on Sales and Leases of Units, Registration Requirements for Subleases, Rental Agreements and Mortgages.

(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 such Owner's 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) Registration of Leases and Rental Agreements. Every Unit Owner, within ten (10) days of entering into a lease or any other agreement, written or oral, for the occupancy or use of such Owner's Unit (including, but not limited to, any rental agreement that may be excluded under the Delaware Landlord Tenant Code under 25 Del. C. § 5102) (such lease or other agreement being referred in this subsection as a "lease") shall supply a copy of any such lease to the Executive Board together (i) an acknowledgment by the tenant under such lease that such tenant has received a copy of the Condominium Documents, including, but not limited to, the Rules and Regulations, and (ii) the payment of a reasonable administrative fee to process such registration of each lease 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 Condominium Documents 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 Condominium Documents 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 Condominium Documents and the Unit Owner leasing to the tenant shall take all lawful action against a tenant who materially violates the noticed Condominium Documents. 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 have the right and authority (but not the obligation) to enforce the Condominium Documents 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 Condominium Documents. 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, have a term of no less than thirty (30) days, 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.

(c) Registration of Mortgages with Executive Board. In order to enable the Association and the Executive Board to timely and efficiently administer and perform any required notification procedures in connection with required notices to Mortgagees under this Declaration, including but not limited to Section 21(d) relating to Material Amendment notices, every Unit Owner, within ten (10) business days following the execution of any mortgage on the Unit Owner's Unit, shall individually (or through the Unit Owner's attorney who conducts the settlement on the Unit or conducts a refinance on the Unit which results in the creation of one or more mortgages on the Unit) shall supply either (i) a copy of such mortgage as certified by a license attorney in the State of Delaware together with a recorder's receipt showing the book and page (or other applicable instrument reference which evidences the recordation of such mortgage) or a copy of the mortgage as recorded in the Recorder's Office (each a "Unit Mortgage") to the Executive Board or to the property management company retained by the Executive Board if applicable and if directed to do so in writing by the Executive Board (the "Management Company"). Each Unit Mortgage shall include or be accompanied by the name and address of the Mortgagee. In addition, in the event any such Unit Mortgage is assigned to a new Mortgagee, then within ten (10) business days of the Unit Owner receiving notification of any such assignment (the "Unit Mortgage Assignment"), the Unit Owner shall deliver a copy of any such Unit Mortgage Assignment notification to the Executive Board or to the Property Management Company as and if provided above. Each Unit Owner who obtains a Unit Mortgage and any subsequent Unit Mortgage Assignment shall be responsible for the assessment and payment of a reasonable administrative fee to process such registration of each Unit Mortgage and Unit Mortgage Assignment as may be determined by the Executive Board from time to time. Each Unit Owner covenants and agrees to confirm in writing from time to time to the Executive Board or to the Property Management Company as and if provided above upon written request whether such Unit Owner has any mortgages secured by such Unit Owner's Unit and to provide copies of any such Unit Mortgages and Unit Mortgage Assignments if not previously provided as required hereunder. In the event the Executive Board determines that any Unit Owner has failed to timely and properly notify and/or otherwise provide to the Executive Board or to the Property Management Company as and if provided above after being directed to do so in writing by the Executive Board, then the Unit Owner shall be responsible for and liable to the Association for all reasonable costs and expenses incurred by the Association in determining the absence or existence of any Unit Mortgages and/or Unit Mortgage Assignments on such Unit Owner's Unit. The Executive Board shall have the authority to establish, create, modify, supplement and otherwise change these registration requirements and the associated fees and costs in administering and enforcing these requirements pursuant to and otherwise in accordance with the Bylaws.

13. Decoration and Fixturing of Interior Surfaces of Walls and Ceilings. Each Unit Owner shall have the right, at any time and from time to time, to install, at such Owner's own cost and expense, such decorations, additions, fixtures, and coverings (including but not limited to, painting, finishing, wall papering and carpeting) to the surfaces of walls and ceilings which face the interior of such Owner's Unit, provided that the same do not impair the structural integrity of the Building within which any such Unit is a part of. All window coverings must appear white or "off white" when viewed from the exterior.

14. 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) Tom Tipton
- (b) Ben Gordy
- (c) Jaime Zolper

15. 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 other Unit or upon any portion of the Common Elements in general as a result of the construction of any Building or if any such encroachment shall occur after the recording of this Declaration as a result of settling or shifting of any Building, 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 Building shall stand. In the event any Building, 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 Building, or of any Unit upon any other Unit or any portion of the Common Elements or any Building, or of any Building upon any other Building or any portion of the Common Elements or any Unit, due to such rebuilding, shall be permitted, and valid perpetual easements for such encroachments and for the maintenance, repair, reconstruction and replacement of the same shall exist so long as such reconstructed Building, Unit or Common Element shall stand.

16. Pipe Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units: Support. Each Unit Owner shall have a perpetual and non-exclusive easement in common with the Owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units that serves such Owner's Unit. Each Unit shall be subject to a perpetual and non-exclusive easement 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 and located in such Unit. 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 in the Buildings. Every portion of a Unit which contributes to the structural support of a Building shall be burdened with a perpetual and non-exclusive easement of structural support for the benefit of all other Units and Common Elements contained within such Building.

17. Units Subject to Easements and Licenses for Ingress and Egress Through 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, the other Unit Owners for ingress and egress through all Common Elements reasonably necessary for the use and enjoyment of such Unit Owner's and (b) each Unit shall be subject to a non-exclusive easement and license for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

18. 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, the Participating Builders, the Executive Board, and the Unit Owners and their respective employees, agents, and invitees, together with the use of construction equipment, tools and services associated therewith.

19. 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 an instrument of assignment, 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 instrument of assignment, conveyance or other transfer document or any lease thereof.

20. Unit Ownership and Ownership of Common Elements. Each Unit Owner shall own the interest in such Owner's Unit and the undivided Common Element Percentage Interest of such Unit in the Common Elements appurtenant to such Unit.

21. 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 subject to Section 32 hereof, this Declaration shall be amended in accordance with the terms of this Declaration.

(b) Notwithstanding the provisions of Section 21(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 Regime in accordance with the Condominium Documents, including, but not limited to, Sections 5 and 6 hereof, no amendment to this Declaration shall be adopted which, in Declarant's sole subjective and absolute opinion, may materially or adversely interfere with or affect (i) the lease, sale, other disposition or use of the Expansion Area or any one or more of the Units owned by Declarant or proposed Units, including, but not limited to, any Expansion Building(s) and Unit(s), (ii) 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 Building(s) and Unit(s), (iii) any expansion rights granted to Declarant under any one or more of the Condominium Documents, or (iv) the financing available to Declarant with respect to any of the foregoing.

(c) Notwithstanding the provisions of Section 21(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 Regime in accordance with the Condominium Documents, including, but not limited to, 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 Declarant's 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 (i) 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, (ii) 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 (iii) conform the Condominium Documents to be consistent with the provisions required or allowed by the Act, or to comply with any Legal Requirements.

(d) Subject to Sections 21(a), (b) and (c) hereof 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 hereof, captioned "Expansion" and "Adjustments to General Common Element Percentage Interests, Townhome General Common Element Percentage Interests and Duplex General Common Elements", respectively, 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 Common Element Percentage Interests and approved by Mortgagees that represent at least sixty-seven percent (67%) of the Common Element Percentage Interests held by Unit Owners of the Units subject to a mortgage, and, provided, further, that any such amendments of a material adverse nature ("Material Amendments") must be approved by Unit Owners holding no less than sixty-seven percent (67%) of the Common Element Percentage Interests and approved by Mortgagees that represent at least fifty-one percent (51%) of the Common Element Percentage Interests held by the Unit Owners of the Units subject to a mortgage. For purposes of this Section 21(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 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 of Owners 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;
- (12) Restoration or repair of any Buildings (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.

Subject to Sections 21(a), (b) and (c) hereof 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 hereof, captioned "Expansion" and "Adjustments to Common Element Percentage Interests and Townhome General Common Element Percentage Interests", respectively, 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 neither the Common Element Percentage Interests

nor the Townhome General Common Element Percentage Interests shall 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 any Mortgagee to respond to any such proposed notice of an amendment as aforesaid sent by certified mail or registered mail, return receipt requested, within sixty (60) days after notice issues to such Mortgagee shall be deemed to be a consent of such Mortgagee 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.

(e) 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, and which is not a Material Amendment, then 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. 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 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.

(g) Notwithstanding the foregoing provisions for the amendment of this Declaration, 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 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.

(h) Amendment to Schedule K and Schedule L. Notwithstanding any provisions for the amendment of this Declaration to the contrary, no amendment may be made of to Schedule K or Schedule L without the prior written consent of the Declarant.

22. 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. Neither the Common Element Percentage Interests nor the Townhome General Common Element Percentage Interests shall 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.

23. No Revocation. Except in the event of substantial destruction as provided in the Bylaws and the Act, the dedication of the 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.

24. Eminent Domain. Whenever all or part of the 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.

25. 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.

26. 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.

27. 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.

28. Successors and Assigns. Whenever "Covered Bridge Trails, LLC, a Delaware limited liability company" is used such reference shall also refer to its successors or assigns.

29. 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.

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

31. Assessments and Taxes. Each Unit and its Common Element 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.

32. 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 Regime in accordance with the Condominium Documents, including, but not limited to, 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 interior design and arrangement of, or alter the boundaries between Buildings and 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 Mortgagee, any holder of any lien on any Unit or any occupant of the Property or any Unit or any other Person. 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 Mortgagee, any holder of any lien on any Unit or any occupant of the Property or any Unit or any other Person.

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

34. 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 Trump, the forty-fifth (45th) President of the United States of America.

35. Declarant Reserved Right. Notwithstanding anything contained in any one or more of the Condominium Documents to the contrary, any building, structure, or other improvement constructed, maintained, repaired, replaced, marketed or sold by Declarant or its successor or assignees shall be deemed to have complied with the provisions of the Condominium Documents and Declarant shall have the right to construct, maintain, repair, replace, market or sell such buildings, structures, or other improvement all without the approval of the Association, Executive Board, any Owners or any holders of any existing mortgages.

36. 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]

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

LIST OF SCHEDULES

- Schedule A Land Description
- Schedule B Building and Improvements
- Schedule C-1 General Common Elements Percentage Interests
- Schedule C-2 Projected General Common Elements Percentage Interests If
Expansion to Include All Expansion Buildings and Units Occurs
- Schedule D-1 Townhome General Common Elements Percentage Interests
- Schedule D-2 Projected Townhome General Common Elements Percentage
Interests For Townhome General Common Element Expenses If
Expansion to Include All Townhome Expansion Buildings and
Units Occurs
- Schedule E-1 Duplex General Common Elements Percentage Interests
- Schedule E-2 Projected Duplex General Common Elements Percentage Interests
For Duplex General Common Element Expenses If Expansion to
Include All Duplex Expansion Buildings and Units Occurs
- Schedule F Declaration Of Easement Together With An Irrevocable Power Of
Attorney Coupled With An Interest
- Schedule G Irrevocable Power Of Attorney Coupled With An Interest
- Schedule H Townhome Buildings; Applicable Provisions
- Schedule I Duplex Buildings; Applicable Provisions
- Schedule J Single Unit Buildings; Applicable Provisions
- Schedule K Unit Deed Environmental Covenant Disclosure and Notification
Requirements

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE A

All that piece or parcel of land, hereinafter described, situate, lying and being on the northerly side of Tulip Drive and being located in Lewes and Rehoboth Hundred, Sussex County, Delaware, shown as Parcel A on a plot entitled "Covered Bridge Trails, Record Plan", prepared by Davis, Bowen & Friedel, Inc., dated November 2016, last revised March 26, 2018, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware in Plot Book 260, Page 42; said piece or parcel of land being more particularly described as follows:

BEGINNING at a point formed by the intersection of the northerly right-of-way line of Tulip Drive with the easterly line of the lands of, now or formerly, Taramino, L.L.C., as recorded in said Office of the Recorder of Deeds in Plot Book 66, Page 156; said beginning point being coordinated on the Delaware State Grid as North 273,628.589 feet, East 723,214.092 feet, thence,

1) leaving said Tulip Drive and running by and with said Taramino, L.L.C. lands and also in part by and with the easterly line of lands of, now or formerly, Sussex County as recorded in said Office of the Recorder of Deeds in Deed Book 2345, Page 270, North 13 degrees 20 minutes 23 seconds East 246.25 feet to a point in the centerline of a Prong in Black Oak Gut, thence,

2) running by and with said Taramino, L.L.C. lands and said centerline of a Prong in Black Oak Gut, the following four courses and distances, North 46 degrees 27 minutes 05 seconds West 22.10 feet to a point, thence,

3) North 60 degrees 38 minutes 40 seconds West 180.06 feet to a point, thence running,

4) North 48 degrees 54 minutes 16 seconds West 123.65 feet to a point, thence running,

5) North 51 degrees 44 minutes 11 seconds West 153.81 feet to a point on the easterly line of the lands of, now or formerly, Robino-Sanibel Village, L.L.C., as recorded in said Office of the Recorder of Deeds in Deed Book 3146, Page 100 and in Plot Book 76, Page 213, thence running,

6) leaving said lands of Taramino, L.L.C. and running by and with said lands of Robino-Sanibel Village, L.L.C. and continuing by and with said centerline of a Prong in Black Oak Gut, the following six courses and distances, North 41 degrees 07 minutes 46 seconds West 63.77 feet to a point, thence running,

7) North 86 degrees 46 minutes 21 seconds West 13.89 feet to a point, thence running,

8) North 48 degrees 05 minutes 39 seconds West 59.51 feet to a point, thence running,

9) North 10 degrees 14 minutes 35 seconds West 21.81 feet to a point, thence running,

- 10) North 09 degrees 38 minutes 09 seconds East 40.28 feet to a point, thence running,
- 11) North 20 degrees 52 minutes 12 seconds West 6.51 feet to a point on the southerly right-of-way line of Penn Central Railroad, 66 feet wide, thence,
- 12) leaving said lands of Robino-Sanibel Village, L.L.C. and said centerline of Prong in Black Oak Gut and running by and with said Penn Central Railroad, North 67 degrees 43 minutes 26 seconds East 1883.50 feet to a point on the westerly line of the lands of, now or formerly, Atlantic Concrete, Inc., as recorded in said Office of the Recorder of Deeds in Plot Book 71, Page 9, thence,
- 13) leaving said Penn Central Railroad and running by and with said lands of Atlantic Concrete, Inc., South 22 degrees 15 minutes 01 seconds East 518.37 feet to an iron rod with cap found at a point on the westerly line of "The Village of Five Points" "West Villages" subdivision, as recorded in said Office of the Recorder of Deeds in Plot Book 108, Page 190, thence,
- 14) leaving said lands of Atlantic Concrete, Inc. and running by and with said "The Village of Five Points" lands, the following two courses and distances, South 50 degrees 27 minutes 22 seconds West 556.95 feet to an iron pipe found at a point, thence running,
- 15) South 41 degrees 33 minutes 34 seconds East 536.80 feet to an iron pipe found in concrete at a point on the northerly line of "Dutch Acres" subdivision, as recorded in said Office of the Recorder of Deeds in Plot Book 2, Page 98, thence,
- 16) leaving said "The Village of Five Points" lands and running by and with "Dutch Acres" lands, South 68 degrees 45 minutes 22 seconds West 601.07 feet to an iron pipe found at a point, thence,
- 17) continuing by and with said "Dutch Acres" lands, North 77 degrees 38 minutes 06 seconds West 739.19 feet to a point on the westerly line of Parcel C – Residual Lands, thence,
- 18) running by and with said Residual Lands, the following eight courses and distances, North 12 degrees 28 minutes 24 seconds East 29.00 feet to a point, thence running,
- 19) North 77 degrees 31 minutes 36 seconds West 33.79 feet to a point, thence running,
- 20) South 20 degrees 46 minutes 06 seconds West 36.10 feet to a point, thence running,
- 21) South 65 degrees 13 minutes 54 seconds West 47.93 feet to a point, thence running,
- 22) South 18 degrees 01 minutes 56 seconds West 34.58 feet to a point, thence running,
- 23) South 15 degrees 13 minutes 49 seconds West 28.02 feet to a point, thence running,
- 24) South 10 degrees 14 minutes 54 seconds East 12.38 feet to a point, thence running,

25) South 13 degrees 01 minutes 40 seconds West 15.34 feet to a point on the aforementioned northerly right-of-way line of Tulip Drive, thence,

26) leaving said Residual Lands and running by and with said Tulip Drive, North 77 degrees 33 minutes 46 seconds West 52.80 feet to the point and place of beginning;

CONTAINING 36.704 acres of land, more or less.

EXCEPTING THERE OUT AND THERE FROM all that piece or parcel of land, hereinafter described, situate, lying and being in Lewes and Rehoboth Hundred, Sussex County, Delaware, shown as Parcel B Pump Station on a plot entitled "Covered Bridge Trails, Record Plan", prepared by Davis, Bowen & Friedel, Inc., dated November 2016, last revised March 26, 2018, as recorded in the Office of the Recorder of Deeds in and for Sussex County and the State of Delaware in Plot Book 260, Page 42; said piece or parcel of land being more particularly described as follows:

BEGINNING at a point, said point being the northernmost corner of the parcel described herein; said beginning point bears South 48 degrees 42 minutes 12 seconds West 22.99 feet from an iron pipe found at a point, said point being the westernmost corner of "The Villages of Five Points, West Village", as recorded in said Office of the Recorder of Deeds in Plot Book 108, Page 190; thence, from said beginning point:

- 1) South 41 degrees 33 minutes 34 seconds East 50.00 feet to a point, thence,
 - 2) South 48 degrees 26 minutes 26 seconds West 50.00 feet to a point, thence,
 - 3) North 41 degrees 33 minutes 34 seconds West 50.00 feet to a point, thence,
 - 4) North 48 degrees 26 minutes 26 seconds East 50.00 feet to the point and place of beginning;
- CONTAINING 2,500 square feet of land, more or less;**

CONTAINING A NET AREA OF 36.647 ACRES OF LAND, MORE OR LESS.

FURTHER EXCEPTING THERE OUT AND THERE FROM all those pieces, portions, lots and parcels of land more particularly depicted and described as Expansion Area, Expansion Building(s) and/or Expansion Unit(s) on the Declaration Plan. The foregoing Expansion Buildings(s) and Expansion Unit(s) are generally identified on the Declaration Plan and referenced as follows:

- 1) Townhome Expansion Building T56-60 containing Expansion Townhome Units 56 through 60, inclusive; Townhome Expansion Building T65-70 containing Expansion Townhome Units 65 through 70, inclusive; Townhome Expansion Building T71-75 containing Expansion Townhome Units 71 through 75 inclusive; Townhome Expansion Building T76-81 containing Expansion Townhome Units 76 through 81 inclusive; Townhome Expansion Building T82-86 containing Expansion Townhome Units 82 through 86 inclusive; Townhome Expansion Building

T87-92 containing Expansion Townhome Units 87 through 92 inclusive; Townhome Expansion Building T93-97 containing Expansion Townhome Units 93 through 97 inclusive; Townhome Expansion Building T98-103 containing Expansion Townhome Units 98 through 103 inclusive; Townhome Expansion Building T104-109 containing Expansion Townhome Units 104 through 109 inclusive; Townhome Expansion Building T110-115 containing Expansion Townhome Units 110 through 115 inclusive; Townhome Expansion Building T116-121 containing Expansion Townhome Units 116 through 121 inclusive; Townhome Expansion Building T122-126 containing Expansion Townhome Units 122 through 126 inclusive; Townhome Expansion Building T127-132 containing Expansion Townhome Units 127 through 132 inclusive .

2) Duplex Expansion Building D44-45 containing Expansion Duplex Units 44 through 45 inclusive; Duplex Expansion Building D46-47 containing Expansion Duplex Units 46 through 47 inclusive; Duplex Expansion Building D48-49 containing Expansion Duplex Units 48 through 49 inclusive; Duplex Expansion Building D50-51 containing Expansion Duplex Units 50 through 51 inclusive; Duplex Expansion Building D52-53 containing Expansion Duplex Units 52 through 53 inclusive; Duplex Expansion Building D54-55 containing Expansion Duplex Units 54 through 55 inclusive; Duplex Expansion Building D61-62 containing Expansion Duplex Units 61 through 62 inclusive; Duplex Expansion Building D63-64 containing Expansion Duplex Units 63 through 64 inclusive ____.

3) Single Unit Expansion Buildings SF1 through SF42, inclusive containing Expansion Single Units 1 through 42, inclusive.

Subject to easements and restrictions of record, if any.

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE B

Buildings and Improvements

BUILDING:

The Land has been improved by One (1) Single Unit Building designated as SF43 all as more particularly shown and set forth on the Declaration Plan.

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 the Units in the Building(s), all such improvements being constructed in accordance with the Declaration Plan.

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE C-1

General Common Elements Percentage Interests

The following percentages represent (1) the respective undivided percentages of ownership of each Unit in the General Common Elements, (2) the number of votes of each Unit expressed as a percentage, and (3) each Units percentage share of the General Common Element Expenses, which percentages shall be adjusted based on the actual number of Units submitted to the Condominium Regime in accordance with this Declaration.

<u>Building</u>	<u>Unit #</u>	<u>General Common Element Percentage Interests</u>
SF43	SF43	100%
Total		100%*

Between the recordation of this Declaration and the completion of all the Units, each Unit Owner's General Common Element Percentage Interests shall be adjusted in accordance with the terms of this Declaration and this Schedule shall be amended as provided under this Declaration to document such adjustment to the General Common Element Percentage Interests.

The General Common Element Percentage Interests shall be used, in addition to voting or other rights and obligations expressly provided under the Condominium Documents, to allocate the obligation of each Unit Owner to pay its proportionate share of the General Common Element Expenses.

*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.

DECLARATION OF
 COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE C-2

Projected General Common Elements Percentage Interests If
Expansion of All Expansion Buildings and Units Occurs

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 General Common Element Percentage Interests will decrease pro rata in accordance with Sections 5 and 6 of this Declaration, and as designated below, so that upon the completion of all the Expansion Buildings and Units, each Unit Owner's General Common Element Percentage Interest shall be as follows:

<u>Building</u>	<u>Unit #</u>	<u>General Common Element Percentage Interests If Expansion of All Expansion Buildings and Units Occurs</u>
SF1	1	0.7544%
SF2	2	0.7676%
SF3	3	0.7576%
SF4	4	0.7576%
SF5	5	0.7576%
SF6	6	0.7576%
SF7	7	0.7576%
SF8	8	0.7576%
SF9	9	0.7576%
SF10	10	0.7576%
SF11	11	0.7576%
SF12	12	0.7576%
SF13	13	0.7576%
SF14	14	0.7576%
SF15	15	0.7576%
SF16	16	0.7576%
SF17	17	0.7576%
SF18	18	0.7576%
SF19	19	0.7576%
SF20	20	0.7576%

<u>Building</u>	<u>Unit #</u>	<u>General Common Element Percentage Interests If Expansion of All Expansion Buildings and Units Occurs</u>
SF21	21	0.7576%
SF22	22	0.7576%
SF23	23	0.7576%
SF24	24	0.7576%
SF25	25	0.7576%
SF26	26	0.7576%
SF27	27	0.7576%
SF28	28	0.7576%
SF29	29	0.7576%
SF30	30	0.7576%
SF31	31	0.7576%
SF32	32	0.7576%
SF33	33	0.7576%
SF34	34	0.7576%
SF35	35	0.7576%
SF36	36	0.7576%
SF37	37	0.7576%
SF38	38	0.7576%
SF39	39	0.7576%
SF40	40	0.7576%

<u>Building</u>	<u>Unit #</u>	<u>General Common Element Percentage Interests If Expansion of All Expansion Buildings and Units Occurs</u>
SF41	41	0.7576%
SF42	42	0.7576%
SF43	43	0.7576%
D44-45	44	0.7576%
D44-45	45	0.7576%
D46-47	46	0.7576%
D46-47	47	0.7576%
D48-49	48	0.7576%
D48-49	49	0.7576%
D50-51	50	0.7576%
D50-51	51	0.7576%
D52-53	52	0.7576%
D52-53	53	0.7576%
D54-55	54	0.7576%
D54-55	55	0.7576%
T56-60	56	0.7576%
T56-60	57	0.7576%
T56-60	58	0.7576%
T56-60	59	0.7576%
T56-60	60	0.7576%
D61-62	61	0.7576%
D61-62	62	0.7576%
D63-64	63	0.7576%
D63-64	64	0.7576%
T65-70	65	0.7576%
T65-70	66	0.7576%
T65-70	67	0.7576%
T65-70	68	0.7576%
T65-70	69	0.7576%
T65-70	70	0.7576%
T71-75	71	0.7576%
T71-75	72	0.7576%
T71-75	73	0.7576%
T71-75	74	0.7576%
T71-75	75	0.7576%
T76-81	76	0.7576%

<u>Building</u>	<u>Unit #</u>	<u>General Common Element Percentage Interests If Expansion of All Expansion Buildings and Units Occurs</u>
T76-81	77	0.7576%
T76-81	78	0.7576%
T76-81	79	0.7576%
T76-81	80	0.7576%
T76-81	81	0.7576%
T82-86	82	0.7576%
T82-86	83	0.7576%
T82-86	84	0.7576%
T82-86	85	0.7576%
T82-86	86	0.7576%
T87-92	87	0.7576%
T87-92	88	0.7576%
T87-92	89	0.7576%
T87-92	90	0.7576%
T87-92	91	0.7576%
T87-92	92	0.7576%
T93-97	93	0.7576%
T93-97	94	0.7576%
T93-97	95	0.7576%
T93-97	96	0.7576%
T93-97	97	0.7576%
T98-103	98	0.7576%
T98-103	99	0.7576%
T98-103	100	0.7576%
T98-103	101	0.7576%
T98-103	102	0.7576%
T98-103	103	0.7576%
T104-109	104	0.7576%
T104-109	105	0.7576%
T104-109	106	0.7576%
T104-109	107	0.7576%
T104-109	108	0.7576%
T104-109	109	0.7576%
T110-115	110	0.7576%
T110-115	111	0.7576%
T110-115	112	0.7576%

<u>Building</u>	<u>Unit #</u>	<u>General Common Element Percentage Interests If Expansion of All Expansion Buildings and Units Occurs</u>
T110-115	114	0.7576%
T110-115	115	0.7676%
T116-121	116	0.7576%
T116-121	117	0.7576%
T116-121	118	0.7576%
T116-121	119	0.7576%
T116-121	120	0.7576%
T116-121	121	0.7576%
T122-126	122	0.7576%
T122-126	123	0.7576%
T122-126	124	0.7576%
T122-126	125	0.7576%
T122-126	126	0.7576%
T127-132	127	0.7576%
T127-132	128	0.7576%
T127-132	129	0.7576%
T127-132	130	0.7576%
T127-132	131	0.7576%
T127-132	132	0.7576%
Total	132	100%

The General Common Element Percentage Interests shall be used, in addition to voting or other rights and obligations expressly provided under the Condominium Documents, to allocate the obligation of each Unit Owner to pay its proportionate share of the General Common Element Expenses.

*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.

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SCHEDULE D-1

Townhome General Common Elements Percentage Interests For
Townhome General Common Element Expenses

The following percentages represent each Townhome Units percentage share of the Townhome General Common Element Expenses, which percentages shall be adjusted based on the actual number of Townhome Units submitted to the Condominium Regime in accordance with this Declaration.

<u>Townhome Building</u>	<u>Townhome Unit #</u>	<u>Townhome General Common Element Percentage Interests</u>
Total		100%*

Between the recordation of this Declaration and the completion of all the Townhome Units, each Townhome Unit Owner's Townhome General Common Element Percentage Interests shall be adjusted in accordance with the terms of this Declaration and this Schedule shall be amended as provided under this Declaration to document such adjustment to the Townhome General Common Element Percentage Interests.

The Townhome General Common Elements Percentage Interests shall be used, in addition to other rights and obligations expressly provided under the Condominium Documents, to allocate the obligation of each Townhome Unit Owner to pay its proportionate share of the Townhome General Common Elements Expenses. For purposes of this Declaration and the Bylaws, the Townhome General Common Elements shall be deemed to be a form of limited common element under 25 Del. C. § 81-315(c) and treated as a Townhome General Common Element Expense for assessment purposes.

*Pursuant to 25 Del. C. § 81-207(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.

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SCHEDULE D-2

Projected Townhome General Common Elements Percentage Interests For Townhome General
 Common Element Expenses If
Expansion of All Townhome Expansion Buildings and Units Occurs

As each subsequent Townhome Building located in any one or more of the Expansion Phases, and the Townhome Units within such Townhome Building, are built and completed, the applicable Townhome Units shall be added to the Condominium Regime as provided for in the Condominium Documents. As each such Townhome Unit located in any such Expansion Phase is added to the Condominium Regime, each Townhome Unit Owner's Townhome General Common Element Percentage Interests and its percentage share of the Townhome General Common Element Expenses will decrease pro rata in accordance with Sections 5 and 6 of this Declaration, and as designated below, so that upon the completion of all the Expansion Townhome Buildings and Townhome Units, each Townhome Unit Owner's Townhome General Common Element Percentage Interests shall be as follows:

<u>Townhome Building</u>	<u>Townhome Unit #</u>	<u>Townhome General Common Element Percentage Interests If Expansion of All Townhome Expansion Buildings and Townhome Units Occurs</u>
T56-60	56	1.3672%
T56-60	57	1.3699%
T56-60	58	1.3699%
T56-60	59	1.3699%
T56-60	60	1.3699%
T65-70	65	1.3699%
T65-70	66	1.3699%
T65-70	67	1.3699%
T65-70	68	1.3699%
T65-70	69	1.3699%
T65-70	70	1.3699%
T71-75	71	1.3699%
T71-75	72	1.3699%
T71-75	73	1.3699%
T71-75	74	1.3699%
T71-75	75	1.3699%
T76-81	76	1.3699%

T76-81	77	1.3699%
T76-81	78	1.3699%
T76-81	79	1.3699%
T76-81	80	1.3699%
T76-81	81	1.3699%
T82-86	82	1.3699%
T82-86	83	1.3699%
T82-86	84	1.3699%
T82-86	85	1.3699%
T82-86	86	1.3699%
T87-92	87	1.3699%
T87-92	88	1.3699%
T87-92	89	1.3699%
T87-92	90	1.3699%
T87-92	91	1.3699%
T87-92	92	1.3699%
T93-97	93	1.3699%
T93-97	94	1.3699%
T93-97	95	1.3699%
T93-97	96	1.3699%
T93-97	97	1.3699%
T98-103	98	1.3699%
T98-103	99	1.3699%
T98-103	100	1.3699%
T98-103	101	1.3699%
T98-103	102	1.3699%
T98-103	103	1.3699%
T104-109	104	1.3699%
T104-109	105	1.3699%
T104-109	106	1.3699%
T104-109	107	1.3699%
T104-109	108	1.3699%
T104-109	109	1.3699%
T110-115	110	1.3699%
T110-115	111	1.3699%
T110-115	112	1.3699%
T110-115	113	1.3699%
T110-115	114	1.3699%
T110-115	115	1.3699%
T116-121	116	1.3699%
T116-121	117	1.3699%
T116-121	118	1.3699%
T116-121	119	1.3699%
T116-121	120	1.3699%
T116-121	121	1.3699%

T122-126	122	1.3699%
T122-126	123	1.3699%
T122-126	124	1.3699%
T122-126	125	1.3699%
T122-126	126	1.3699%
T127-132	127	1.3699%
T127-132	128	1.3699%
T127-132	129	1.3699%
T127-132	130	1.3699%
T127-132	131	1.3699%
T127-132	132	1.3699%
Total	73	100.00%*

The Townhome General Common Elements Percentage Interests shall be used, in addition to other rights and obligations expressly provided under the Condominium Documents, to allocate the obligation of each Townhome Unit Owner to pay its proportionate share of the Townhome General Common Elements Expenses. For purposes of this Declaration and the Bylaws, the Townhome General Common Elements shall be deemed to be a form of limited common element under 25 Del. C. § 81-315(c) and treated as a Townhome General Common Element Expense for assessment purposes.

*Pursuant to 25 Del. C. § 81-207(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.

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SCHEDULE E-1

Duplex General Common Elements Percentage Interests For
Duplex General Common Element Expenses

The following percentages represent each Duplex Units percentage share of the Duplex General Common Element Expenses, which percentages shall be adjusted based on the actual number of Duplex Units submitted to the Condominium Regime in accordance with this Declaration.

<u>Duplex Building</u>	<u>Duplex Unit #</u>	<u>Duplex General Common Element Percentage Interests If Expansion of All Duplex Expansion Buildings and Duplex Units Occurs</u>
Total		100%

Between the recordation of this Declaration and the completion of all the Duplex Units, each Duplex Unit Owner's Duplex General Common Element Percentage Interests shall be adjusted in accordance with the terms of this Declaration and this Schedule shall be amended as provided under this Declaration to document such adjustment to the Duplex General Common Element Percentage Interests.

The Duplex General Common Elements Percentage Interests shall be used, in addition to other rights and obligations expressly provided under the Condominium Documents, to allocate the obligation of each Duplex Unit Owner to pay its proportionate share of the Duplex General Common Elements Expenses. For purposes of this Declaration and the Bylaws, the Duplex General Common Elements shall be deemed to be a form of limited common element under 25 Del. C. § 81-315 (c) and treated as a Duplex General Common Element Expense for assessment purposes.

*Pursuant to 25 Del. C. § 81-207(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.

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SCHEDULE E-2

Projected Duplex General Common Elements Percentage Interests For Duplex General Common
 Element Expenses If
Expansion of All Duplex Expansion Buildings and Units Occurs

As each subsequent Duplex Building located in any one or more of the Expansion Phases, and the Duplex Units within such Duplex Building, are built and completed, the applicable Duplex Units shall be added to the Condominium Regime as provided for in the Condominium Documents. As each such Duplex Unit located in any such Expansion Phase is added to the Condominium Regime, each Duplex Unit Owner's Duplex General Common Element Percentage Interests and its percentage share of the Duplex Common Element Expenses will decrease pro rata in accordance with Sections 5 and 6 of this Declaration, and as designated below, so that upon the completion of all the Expansion Duplex Buildings and Duplex Units, each Duplex Unit Owner's Duplex General Common Element Percentage Interests shall be as follows:

<u>Duplex Building</u>	<u>Duplex Unit #</u>	<u>Duplex General Common Element Percentage Interests If Expansion of All Duplex Expansion Buildings and Duplex Units Occurs</u>
D44-45	44	6.25%
D44-45	45	6.25%
D46-47	46	6.25%
D46-47	47	6.25%
D48-49	48	6.25%
D48-49	49	6.25%
D50-51	50	6.25%
D50-51	51	6.25%
D52-53	52	6.25%
D52-53	53	6.25%
D54-55	54	6.25%
D54-55	55	6.25%
D61-62	61	6.25%
D61-62	62	6.25%
D63-64	63	6.25%
D63-64	64	6.25%
Total	16	100%

The Duplex General Common Elements Percentage Interests shall be used, in

addition to other rights and obligations expressly provided under the Condominium Documents, to allocate the obligation of each Duplex Unit Owner to pay its proportionate share of the Duplex General Common Elements Expenses. For purposes of this Declaration and the Bylaws, the Duplex General Common Elements shall be deemed to be a form of limited common element under 25 Del. C. § 81-315 (c) and treated as a Duplex General Common Element Expense for assessment purposes.

*Pursuant to 25 Del. C. § 81-207(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.

DECLARATION OF
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SCHEDULE F

Declaration of Easement

Part of Tax Parcel Number: 3-35-11.00-59.00

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 Covered Bridge Trails, LLC, a Delaware limited liability company, its successors and assigns ("**Grantor**").

RECITALS

WHEREAS, Grantor is the owner of an interest in that certain real property located in Lewes & Rehoboth Hundred, 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 Covered Bridge Trails 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 Building and 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 Property of the Condominium; and thereby to submit to each and every of the provisions of the Declaration and the Act and the Condominium Regime, all or any portion of the

Expansion Area, including, but not limited to, the Expansion Buildings and Units, and (2) change the location of any one or more of the proposed Expansion Buildings and Units in order to improve views to and from the Buildings and Units, improve parking areas and harmonize the 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 Buildings and Units.

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 Property of the Condominium; and thereby to submit to each and every of the provisions of the Declaration, the Act and the Condominium Regime, all or any portion of the Expansion Area, including, but not limited to, any one or more of the Expansion Buildings and Units, (2) change the location of any one or more of the Expansion Buildings and Units in order to improve views to and from the Buildings and Units, improve parking areas and harmonize the Property to the sewer, water and other utilities service distribution plans, (3) construct (a) one or more of the Expansion Buildings and Units as delineated on the Declaration Plan, and/or (b) 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, including, but not limited to, any one or more of the Expansion Buildings and Units, and (4) provide for the necessary ingress and egress to the Expansion Area, including, but not limited to, any one or more of the Expansion Buildings and Units, 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 Buildings and Units, to the Condominium Regime and the Act as contemplated and provided for under the Declaration, Declaration Plan, Site Plan and Bylaws.

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.

EXHIBIT A to Schedule F

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE G

Irrevocable Power of Attorney

Tax Map Parcel Number: 3-35-11.00-59.00 Unit _____

Prepared By and Return To:

IRREVOCABLE POWER OF ATTORNEY COUPLED WITH AN INTEREST
COVERED BRIDGE TRAILS 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 Covered Bridge Trails Condominium (the “Condominium”) hereby make constitute and appoint Covered Bridge Trails, LLC, a Delaware limited liability company (“Declarant”), 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 any one or more of the Condominium Documents, including, but not limited to, under the Declaration in Section 4, captioned “Buildings/Units”, Section 5, captioned “Expansion”, Section 6, captioned “Adjustments to General Common Element Percentage Interests, Townhome General Common Element Percentage Interests and Duplex General Common Element Percentage Interests”, Section 21, captioned “Amendment of Declaration”, and Section 32, 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

2. To take any and all such actions which Declarant deems necessary or desirable, in Declarant's sole subjective and absolute discretion, for the purpose of constructing additional condominium units and submitting any one or more Expansion Phases, including, but not limited to, any one or more Expansion Buildings and Units, to the Act and the Condominium Regime, including, but not limited to, for the purpose of reallocating the Common Element Percentage Interests and Townhome General Common Element 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 Site Plan, 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 Property of the Condominium; and thereby to submit to each and every of the provisions of the Declaration and the Act and the Condominium Regime, all or any portion of the Expansion Area, including, but not limited to, the Expansion Buildings and Units, 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, the Association, the Executive Board, any Unit Owner, any Mortgagee, or the holder of any lien on any Unit or any other occupant of the 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 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-

DECLARATION OF
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SCHEDULE H

Townhome Buildings and Townhome Units; Applicable Provisions

1. Townhome Buildings. Declarant has reserved the right to expand the Condominium Regime to include up to thirteen (13) Townhome Buildings (the “**Expansion Townhome Building(s)**”) consisting of an aggregate of seventy-three (73) Townhome Units (the “**Expansion Townhome Unit(s)**”) each of which Declarant has the right (but not the obligation) to construct in the future (the Expansion Townhome Building(s) and Expansion Townhome Unit(s) are collectively referred to as the “**Expansion Townhome Building(s) and Unit(s)**”). If constructed in the future, each of the Expansion Townhome Building(s) and Unit(s), as they are built, will be, located in substantial conformity with and as depicted on the Declaration Plan and will be substantially consistent, in terms of quality of construction, with the other Townhome Buildings and Units; provided, however, that (a) the Declarant may effect minor changes in the location of any and all Expansion Townhome Building(s) and Unit(s) constructed in the future, if any, in order to improve views to and from such Expansion Townhome Building(s) and Unit(s), improve parking areas and harmonize the Property to the sewer, water and other utilities service distribution plans; (b) no assurances are made with respect to (i) the architectural style and size of any such Expansion Townhome Building(s) and Unit(s); (ii) the descriptions of Common Elements that may be created within any part of the Condominium; or (iii) any limitations as to the locations of any such Expansion Townhome Building(s) and Unit(s) or Common Elements that may be made within any part of the Condominium; and (c) Declarant reserves the right, from time to time, to change the size, type, design, location, layout, number, and configuration of such Expansion Townhome Building(s) and Unit(s) and Common Elements, as Declarant, in Declarant’s sole subjective and absolute discretion, deems necessary due to site conditions, construction problems, revisions to applicable building codes, circumstances dictated by the needs of the market place, or such other factors or circumstances that Declarant encounters from time to time that requires such changes in Declarant’s sole subjective and absolute judgment.

2. Townhome Units. Each Townhome Unit consists of the space measured horizontally between the unfinished (unexposed) surfaces of the drywall enclosing such Townhome Unit and measured vertically from the finished (exposed) exterior side of the slab or basement surface of such Townhome Unit to the unfinished (unexposed) surface of the drywall ceiling of such Townhome Unit. Included as part of each such Townhome Unit are (a) the non-structural walls and framing constituting the entrance of such Townhome Unit; (b) the electric panel located within such Townhome Unit for such Townhome Unit; (c) the hot water heater for such Townhome Unit; (d) interior nonload-bearing walls or partitions located within such Townhome Unit; (e) all electrical outlets and lights serving such Townhome Unit (whether within or without such Townhome Unit); (f) all stoves, refrigerators, microwave and garbage disposal, heat and air conditioning units, ceiling fans, washer-dryers, sinks, baths, or other

plumbing or heating or cooling facilities, and insulation located within or without such Townhome Unit but solely serving such Townhome Unit, including any air conditioner-heat pump; (g) the plumbing and water lines serving such Townhome Unit commencing at the collector from the main lines serving such Townhome Unit; (h) all interior stairs, stair wells, and stair carriages solely serving such Townhome Unit; (i) any storage areas solely serving such Townhome Unit; (j) all windows and doors servicing such Townhome Unit; (k) all screens and storm window inserts pertinent to the windows and doors servicing such Townhome Unit; (l) any lamp post and other betterments appurtenant to such Townhome Unit, located within the yard immediately adjacent to such Townhome Unit and installed initially by Declarant; (m) all porches, decks, balconies, and patios; and (n) any garage deemed to be part of such Townhome Unit, together with all mechanical systems or components, equipment or apparatus of the irrigation system located within such garage, including by way of illustration and not limitation, any garage door openers and mechanical apparatus associated with the door of such garage or the irrigation controller and water valve associated with the irrigation system.

3. Townhome Common Elements.

(a) “Townhome Limited Common Elements” consist of any and all Common Elements identified on the Declaration Plan as Townhome Limited Common Elements or as described herein or as otherwise reasonably intended for the use by the Owner or occupant of a specific Townhome Unit or Townhome Units (i.e., one or more but less than all of the Townhome Units). Townhome Limited Common Elements shall include, by way of example and not limitation, (i) the front, rear and, if any, side yard areas adjacent to a Townhome Unit and depicted as a as a Limited Common Element Yard Area on the Declaration Plan, including any components, equipment or apparatus of the irrigation system located within each Townhome Unit Owner’s Limited Common Element Yard Area, (ii) those parking areas, hallways, stairs, driveways, and walkways accessible directly from a Townhome Unit, or appurtenant to a Townhome Unit, and designated as a Townhome Limited Common Element on the Declaration Plan, (iii) the spaces enclosed by a Townhome Building’s roof assembly, and (iv) any other Common Element intended for use by the Owner or occupant of a specific Townhome Unit or Townhome Units but accessible solely through a particular Townhome Unit or Townhome Units and not directly from a General Common Element or otherwise dedicated to the use of one or more but less than all of the Townhome Unit Owners. Townhome Limited Common Elements of the type described in this paragraph shall automatically be allocated as Townhome Limited Common Elements for the exclusive use and benefit of the Townhome Unit(s) 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 Townhome Limited Common Elements are expressly so designated on the Declaration Plan. No Townhome Limited Common Elements may be reallocated without the prior written consent of a majority of the Townhome Unit Owners and then only in accordance with the Act.

(b) “Townhome General Common Elements” consist of any and all Common Elements located solely within, or a part of, a Townhome Building, expressly excepting and

excluding any Townhome Units and Townhome Limited Common Elements. As such, the Townhome General Common Elements includes, without limitation, the following:

(i) All lighting facilities, and equipment and wiring installed to illuminate any of the Common Elements located within, or a part of, a Townhome Building which are not otherwise Townhome Limited Common Elements;

(ii) All of the foundations, structural walls, outside exterior walls of a Townhome Building, all of the supports and other components, floors and ceilings (including the respective parts thereof expressly included within the Townhome Units located within a Townhome Building) of a Townhome Building, and all roofs and roof assemblies of a Townhome Building as and to the extent any of the foregoing are not specifically, by this Declaration, included within a Townhome Unit;

(iii) All equipment, apparatus and installations existing for common use by one or more Townhome Unit Owners, including trash and related facilities, entrance signs, perimeter fencing, and landscaping, if any, located within or adjacent to a Townhome Building;

(iv) All installations of and systems for central services and utilities serving more than one Townhome Unit which are located in or about a Townhome Building, including, but not limited to, systems for electricity, plumbing, light, water, gas, sewer, drainage, communications, security, and telephone service as well as all other apparatus and installations existing for common use of the Townhome Unit Owners, 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 Townhome 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;

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

(vi) Perpetual easements or licenses located within a Townhome Building 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 Property; and

(vii) All other elements of the Property located within a Townhome Building, other than the Townhome Units and the Townhome Limited Common Elements, necessary or convenient to their existence, operation, maintenance, repair and replacement, safety or normally in common use.

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE I

Duplex Buildings and Duplex Units; Applicable Provisions

4. Duplex Buildings. Declarant has reserved the right to expand the Condominium Regime to include up to eight (8) Duplex Buildings (the “**Expansion Duplex Building(s)**”) consisting of an aggregate of sixteen (16) Duplex Units (the “**Expansion Duplex Unit(s)**”) each of which Declarant has the right (but not the obligation) to construct in the future (the Expansion Duplex Building(s) and Expansion Duplex Unit(s) are collectively referred to as the “**Expansion Duplex Building(s) and Unit(s)**”). If constructed in the future, each of the Expansion Duplex Building(s) and Unit(s), as they are built, will be, located in substantial conformity with and as depicted on the Declaration Plan and will be substantially consistent, in terms of quality of construction, with the other Duplex Buildings and Units; provided, however, that (a) the Declarant may effect minor changes in the location of any and all Expansion Duplex Building(s) and Unit(s) constructed in the future, if any, in order to improve views to and from such Expansion Duplex Building(s) and Unit(s), improve parking areas and harmonize the Property to the sewer, water and other utilities service distribution plans; (b) no assurances are made with respect to (i) the architectural style and size of any such Expansion Duplex Building(s) and Unit(s); (ii) the descriptions of Common Elements that may be created within any part of the Condominium; or (iii) any limitations as to the locations of any such Expansion Duplex Building(s) and Unit(s) or Common Elements that may be made within any part of the Condominium; and (c) Declarant reserves the right, from time to time, to change the size, type, design, location, layout, number, and configuration of such Expansion Duplex Building(s) and Unit(s) and Common Elements, as Declarant, in Declarant’s sole subjective and absolute discretion, deems necessary due to site conditions, construction problems, revisions to applicable building codes, circumstances dictated by the needs of the market place, or such other factors or circumstances that Declarant encounters from time to time that requires such changes in Declarant’s sole subjective and absolute judgment.

5. Duplex Units. Each Duplex Unit consists of the space measured horizontally between the unfinished (unexposed) surfaces of the drywall enclosing such Duplex Unit and measured vertically from the finished (exposed) exterior side of the slab or basement surface of such Duplex Unit to the unfinished (unexposed) surface of the drywall ceiling of such Duplex Unit. Included as part of each such Duplex Unit are (a) the non-structural walls and framing constituting the entrance of such Duplex Unit; (b) the electric panel located within such Duplex Unit for such Duplex Unit; (c) the hot water heater for such Duplex Unit; (d) interior nonload-bearing walls or partitions located within such Duplex Unit; (e) all electrical outlets and lights serving such Duplex Unit (whether within or without such Duplex Unit); (f) all stoves, refrigerators, microwave and garbage disposal, heat and air conditioning units, ceiling fans, washer-dryers, sinks, baths, or other plumbing or heating or cooling facilities, and insulation located within or without such Duplex Unit but solely serving such Duplex Unit, including any

air conditioner-heat pump; (g) the plumbing and water lines serving such Duplex Unit commencing at the collector from the main lines serving such Duplex Unit; (h) all interior stairs, stair wells, and stair carriages solely serving such Duplex Unit; (i) any storage areas solely serving such Duplex Unit; (j) all windows and doors servicing such Duplex Unit; (k) all screens and storm window inserts pertinent to the windows and doors servicing such Duplex Unit; (l) any lamp post and other betterments appurtenant to such Duplex Unit, located within the yard immediately adjacent to such Duplex Unit and installed initially by Declarant; (m) all porches, decks, balconies, and patios; and (n) any garage deemed to be part of such Duplex Unit, together with all mechanical systems or components, equipment or apparatus of the irrigation system located within such garage, including by way of illustration and not limitation, any garage door openers and mechanical apparatus associated with the door of such garage or the irrigation controller and water valve associated with the irrigation system.

6. Duplex Common Elements.

(c) "Duplex Limited Common Elements" consist of any and all Common Elements identified on the Declaration Plan as Duplex Limited Common Elements or as described herein or as otherwise reasonably intended for the use by the Owner or occupant of a specific Duplex Unit or Duplex Units (i.e., one or more but less than all of the Duplex Units). Duplex Limited Common Elements shall include, by way of example and not limitation, (i) the front, rear and, if any, side yard areas adjacent to a Duplex Unit and depicted as a as a Limited Common Element Yard Area on the Declaration Plan as a Limited Common Element Yard Area, including any components, equipment or apparatus of the irrigation system located within each Duplex Unit Owner's Limited Common Element Yard Area, (ii) those parking areas, hallways, stairs, driveways, and walkways accessible directly from a Duplex Unit, or appurtenant to a Duplex Unit, and designated as a Duplex Limited Common Element on the Declaration Plan, (iii) the spaces enclosed by a Duplex Building's roof assembly, and (iv) any other Common Element intended for use by the Owner or occupant of a specific Duplex Unit or Duplex Units but accessible solely through a particular Duplex Unit or Duplex Units and not directly from a General Common Element or otherwise dedicated to the use of one or more but less than all of the Duplex Unit Owners. Duplex Limited Common Elements of the type described in this paragraph shall automatically be allocated as Duplex Limited Common Elements for the exclusive use and benefit of the Duplex Unit(s) 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 Duplex Limited Common Elements are expressly so designated on the Declaration Plan. No Duplex Limited Common Elements may be reallocated without the prior written consent of a majority of the Duplex Unit Owners and then only in accordance with the Act.

(d) "Duplex General Common Elements" consist of any and all Common Elements located solely within, or a part of, a Duplex Building, expressly excepting and excluding any Duplex Units and Duplex Limited Common Elements. As such, the Duplex General Common Elements includes, without limitation, the following:

(viii) All lighting facilities, and equipment and wiring installed to illuminate any of the Common Elements located within, or a part of, a Duplex Building which are not otherwise Duplex Limited Common Elements;

(ix) All of the foundations, structural walls, outside exterior walls of a Duplex Building, all of the supports and other components, floors and ceilings (including the respective parts thereof expressly included within the Duplex Units located within a Duplex Building) of a Duplex Building, and all roofs and roof assemblies of a Duplex Building as and to the extent any of the foregoing are not specifically, by this Declaration, included within a Duplex Unit;

(x) All equipment, apparatus and installations existing for common use by one or more Duplex Unit Owners, including trash and related facilities, entrance signs, perimeter fencing, and landscaping, if any, located within or adjacent to a Duplex Building;

(xi) All installations of and systems for central services and utilities serving more than one Duplex Unit which are located in or about a Duplex Building, including, but not limited to, systems for electricity, plumbing, light, water, gas, sewer, drainage, communications, security, and telephone service as well as all other apparatus and installations existing for common use of the Duplex Unit Owners, 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 Duplex 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;

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

(xiii) Perpetual easements or licenses located within a Duplex Building 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 Property; and

(xiv) All other elements of the Property located within a Duplex Building, other than the Duplex Units and the Duplex Limited Common Elements, necessary or convenient to their existence, operation, maintenance, repair and replacement, safety or normally in common use.

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE J

Single Unit Buildings and Single Units; Applicable Provisions

1. Single Unit Buildings. Declarant has reserved the right to expand the Condominium Regime to include up to forty-three (43) Single Unit Buildings (the “**Expansion Single Unit Building(s)**”) consisting of an aggregate of forty-three (43) Single Units (the “**Expansion Single Unit(s)**”) each of which Declarant has the right (but not the obligation) to construct in the future (the Expansion Single Unit Building(s) and Expansion Single Unit(s) are collectively referred to as the “**Expansion Single Unit Building(s) and Unit(s)**”). If constructed in the future, each of the Expansion Single Unit Building(s) and Unit(s), as they are built, will be, located in substantial conformity with and as depicted on the Declaration Plan and will be substantially consistent, in terms of quality of construction, with the other Single Unit Buildings and Units; provided, however, that (a) the Declarant may effect minor changes in the location of any and all Expansion Single Unit Building(s) and Unit(s) constructed in the future, if any, in order to improve views to and from such Expansion Single Unit Building(s) and Unit(s), improve parking areas and harmonize the Property to the sewer, water and other utilities service distribution plans; (b) no assurances are made with respect to (i) the architectural style and size of any such Expansion Single Unit Building(s) and Unit(s); (ii) the descriptions of Common Elements that may be created within any part of the Condominium; or (iii) any limitations as to the locations of any such Expansion Single Unit Building(s) and Unit(s) or Common Elements that may be made within any part of the Condominium; and (c) Declarant reserves the right, from time to time, to change the size, type, design, location, layout, number, and configuration of such Expansion Single Unit Building(s) and Unit(s) and Common Elements, as Declarant, in Declarant’s sole subjective and absolute discretion, deems necessary due to site conditions, construction problems, revisions to applicable building codes, circumstances dictated by the needs of the market place, or such other factors or circumstances that Declarant encounters from time to time that requires such changes in Declarant’s sole subjective and absolute judgment.

2. Single Units. Each Single Unit consists of the space measured horizontally between the unfinished (unexposed) surfaces of the drywall enclosing such Single Unit and measured vertically from the finished (exposed) exterior side of the slab or basement surface of such Single Unit to the unfinished (unexposed) surface of the drywall ceiling of such Single Unit. Included as part of each such Single Unit are (a) the non-structural walls and framing constituting the entrance of such Single Unit; (b) the electric panel located within such Single Unit; (c) the hot water heater for such Single Unit; (d) interior nonload-bearing walls or partitions located within such Single Unit; (e) all electrical outlets and lights serving such Single Unit (whether within or without such Single Unit); (f) all stoves, refrigerators, microwave and garbage disposal, heat and air conditioning units, ceiling fans, washer-dryers, sinks, baths, or

other plumbing or heating or cooling facilities located within or without such Single Unit but solely serving such Unit, including any air conditioner-heat pump; (g) the plumbing and water lines serving such Single Unit commencing at the collector from the main lines serving such Single Unit; (h) all interior stairs, stair wells, and stair carriages solely serving such Single Unit; (i) any storage areas solely serving such Single Unit; (j) all windows and doors servicing such Single Unit; (k) all screens and storm window inserts pertinent to the windows and doors servicing such Single Unit; (l) any lamp post and other betterments appurtenant to such Single Unit, located within the yard immediately adjacent to such Single Unit and installed initially by Declarant; (m) all porches, decks, balconies, and patios; and (n) any garage deemed to be part of such Single Unit, together with all mechanical systems located within such garage or components, equipment or apparatus of the irrigation system, including by way of illustration and not limitation, any garage door openers and mechanical apparatus associated with the door of such garage or the irrigation controller and water valve associated with the irrigation system.

3. “Single Unit Limited Common Elements” consist of any and all of those Common Elements identified on the Declaration Plan as Single Unit Limited Common Elements or as otherwise reasonably appurtenant to and/or intended for the use by the Owner or occupant of a specific Single Unit or Single Units (i.e., one or more but less than all of the Single Units). Single Unit Limited Common Elements shall include, by way of example and not limitation, (a) the front, back and side yards areas adjacent to a Single Unit and depicted as a as a Limited Common Element Yard Area on the Declaration Plan including any components, equipment or apparatus of the irrigation system located within each Single Unit Owner’s Limited Common Element Yard Area; (b) all parking areas, driveways, and walkways accessible directly from a Single Unit, or appurtenant to a Single Unit, and designated as a Single Unit Limited Common Element on the Declaration Plan; (c) the spaces enclosed by a Single Unit roof assembly and all lighting facilities and equipment and wiring installed to illuminate any of the Single Unit located outside of a Single Unit; (d) all of the foundations, structural walls, outside exterior walls of the Single Unit, all of the supports and other components and all roofs and roof assemblies of the Single Unit as and to the extent any of the foregoing are not specifically, by this Declaration or the Declaration Plan, included within the Single Unit; (e) all equipment, apparatus, and installations existing for the use of the Single Unit Owner, including trash and related facilities, entrance signs, perimeter fencing, and landscaping, if any, located adjacent and/or appurtenant to the Single Unit; (f) all installations of and systems for central services and utilities serving the Single Unit which are located outside of the Single Unit, including but not limited to, systems for electricity, plumbing, light, water, gas, sewer, drainage, communications, security, and telephone service as well as the other apparatus and installations existing for the common use of the Single Unit Owner, including all pipes, ducts, wires, cables and conduits used in connection therewith, except as and to the extent the same are located outside of and serve by the 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; and (g) any other Common Element intended for use by the Owner or occupant of a specific Single Unit or Single Units or otherwise dedicated to the use of one or more but less than all of the Owners of Single Units. Single Unit Limited Common Elements of the type described in this paragraph shall automatically be allocated as Single Unit Limited Common Elements for the exclusive use and benefit of the Single Unit(s) 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 Single Unit Limited Common Elements are expressly so designated on the Declaration Plan. No Single Unit Limited Common Elements may be reallocated without the prior written consent of a majority of the Single Unit Owners then only in accordance with the Act.

DECLARATION OF
COVERED BRIDGE TRAILS CONDOMINIUM

SCHEDULE K

A. Environmental Covenant Provisions. The Environmental Covenant requires compliance with the following activity and use limitations and notice requirements:

1. Limitation of Groundwater Withdrawal. No groundwater wells shall be installed and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC-SIRS and DNREC Division of Water;
2. Compliance with Long Term Stewardship Plan. Perform all work required by the Long Term Stewardship Plan ("LTS Plan") as issued, approved, modified, or amended by DNREC; and
3. Compliance with Contaminated Materials Management Plan. All work required by the Contaminated Materials Management Plan (CMMP) shall be performed to the satisfaction of DNREC in accordance with the Plan.

B. Required Notice Disclosure in Deeds to the Units. In addition, the original deed to any Unit from the Declarant and/or a Participating Builder to a Unit Owner and thereafter each subsequent conveyance of any deed to any Unit to a Unit Owner (each an "Owner" for purposes of this Schedule) is required by the Environmental Covenant, to contain the following notice and disclosure and notification to DNREC:

Each instrument conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations and requirements set forth in the Environmental Covenant, and shall identify the location where the Covenant has been recorded. The notice upon conveyance shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO THE ENVIRONMENTAL COVENANT DATED AND RECORDED IN THE OFFICIAL RECORDS OF THE SUSSEX COUNTY OFFICE OF THE RECORDER OF DEEDS IN BOOK 4692, PAGE 52. THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS AND REQUIREMENTS:

As required by the Final Plan of Remedial Action issued on June 24, 2015, Owner hereby agrees to comply with the following activity and use limitations and requirements:

- [a.] Limitation of Groundwater Withdrawal. No groundwater wells shall be installed and no groundwater shall be withdrawn from any well on the Property without the prior written approval of DNREC-SIRS and DNREC Division of

Water;

- [b.] Compliance with Long Term Stewardship Plan. Perform all work required by the Long Term Stewardship Plan ("LTS Plan") as issued, approved, modified, or amended by DNREC; and
- [c.] Compliance with Contaminated Materials Management Plan. All work required by the Contaminated Materials Management Plan (CMMP) shall be performed to the satisfaction of DNREC in accordance with the Plan.

Owner shall notify DNREC within ten (10) days after each conveyance of an interest in any portion of the Property. Owner's notice shall include the name, address, and telephone numbers of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred.

C. Required Notification of Conveyances to DNREC.

As noted above, the Environmental Covenant requires that (i) the Owner shall notify DNREC within ten (10) days after each conveyance of an interest in any portion of the Property, and (ii) the Owner's notice shall include the name, address, and telephone numbers of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and a survey map that shows the boundaries of the property being transferred. This notification obligation shall be performed by the Condominium Association on behalf of each Unit Owner that conveys its Unit to a Transferee.

D. Acknowledgment of Disclosure of Environmental Covenant and Release.

Each Unit Owner acknowledges that it has read and understands the Environmental Covenant, that the Unit Owner has had sufficient opportunity to investigate and fully understand the Environmental Covenant, and that the Unit Owner has NOT relied in any way on the Declarant or any Participating Builder (including, but not limited to any of their respective employees, sales personnel, agents or anyone else associated with either the Declarant or any Participating Builder) as the Declarant, builder and/or seller of the Unit purchased by the Unit Owner with respect to or in evaluating the conditions described in the Environmental Covenant in the Unit Owner's decision to purchase the Unit in the Condominium. Each Unit Owner, in partial consideration of its acceptance and recordation of the deed to its Unit, and except to the extent expressly covered by any Limited Home Warranty provided by a Participating Builder, hereby, to the fullest extent permitted by law forever releases, waives and forever discharges and covenants not to sue Declarant or any Participating Builder and each of their respective affiliates, directors, officers, employees, representatives, agents, parents, successors or assigns (each and collectively, the "**Released Parties**") from any

and all liability to any Unit Owner, any Unit Owner's personal representatives, heirs, next of kin, and assigns, (each and collectively the "**Unit Owner Parties**") for any and all causes of action, losses, damages, claims, demands or liability of any kind, whether direct or indirect, at law or in equity, known or unknown, suspected or unsuspected, past, present, or future which any Unit Owner/Unit Owner Parties may hereafter have arising out of or related to the conditions described in the Environmental Covenant, including, without limitation, property damage, personal injury, accidents and death, whether or not caused by the sole or partial negligence of the Released Parties.

E. Annexation. Notwithstanding anything contained in this Declaration to the contrary, no annexation of any of the land described in Schedule A shall occur under this Declaration unless and until a Certificate of Completion of Remedy has been issued by DNREC with respect to the Operable Unit that corresponds to the land to be annexed into the Condominium in accordance with the terms of this Declaration.

F. Definitions. Any capitalized term not otherwise defined in this Schedule in the Declaration shall have the meanings and definitions set forth in the Environmental Covenant and the documents referenced therein.