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MICHAEL J. TAGLIA
REC'D DEEDS
NEW CASTLE CO DE

Tax Parcel Nos. 14-013 00-001, 14-013.00-003, 14-013 00-004, 14-013 00-016
Prepared by/return to
Pamela J. Scott, Esquire
Saul, Ewing, Remick & Sand, LLP
222 Delaware Ave., P O Box 1266
Wilmington, DE 19899

MAINTENANCE DECLARATION

ODESSA NATIONAL MAINTENANCE CORPORATION

THIS DECLARATION, made this 6th day of September, 2000, by Kathryn A. Copper ("Copper"), Atkinson Farm, Inc., a Delaware corporation ("Atkinson Farm"), James R. Atkinson ("Atkinson") (collectively the "Legal Owner") and Odessa National Corp., a corporation of the State of Delaware ("Odessa") All of the parties are referred to collectively herein as Declarant.

WHEREAS, Copper is the owner of a certain parcel of land situate in Appoquinimink Hundred, New Castle County, State of Delaware, being 294.90 acres of land, more or less, Tax Parcel No. 14-013 00-001, and

WHEREAS, Atkinson Farm is the owner of a certain parcels of land situate in Appoquinimink Hundred, New Castle County, State of Delaware, being 310.99 acres of land, more or less, Tax Parcel No. 14-013 00-004 and being 5.49 acres of land, more or less, Tax Parcel No. 14-013 00-003, and

WHEREAS, Atkinson is the owner of a certain parcel of land situate in Appoquinimink Hundred, New Castle County, State of Delaware, being 0.93 acres of land, more or less, being Tax Parcel No. 14-013 00-016, and

WHEREAS, Odessa is the equitable owner of certain parcels of land situate in Appoquinimink Hundred, New Castle County, State of Delaware, being 614.9 acres of land, more or less, as shown on the Record Map or Subdivision Plan of Odessa National prepared by Nave, Newell & Stampfl, Ltd., Architects, Engineers and Surveyors, dated September 12, 2000, and as may be revised (the "Plan"), which lands are designated for the construction of single family homes, lot line houses, village houses, town houses, weak-link town houses and restricted housing, an 18 hole golf course, and appurtenant common facilities, and

WHEREAS, Declarant, who is the owner of said parcels of land, desires to improve upon said lands, excluding the 285.9 acres of land devoted to an 18 hole golf course (the "Golf Course Area") and the land within the age restricted community of Southernness identified on the Plan as

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"open space reserved exclusively for the residents of Southernness" (the "Southernness Lands") and to bind itself, its successors and assigns, to certain covenants.

WHEREAS, Declarant is creating two maintenance corporations for the subdivision of Odessa National, one being the Odessa National Maintenance Corporation which will include as members all of the lot owners within Odessa National and will provide maintenance for all of the common facilities within Odessa National, exclusive of the Golf Course Area and the Southernness Lands, the other being Southernness Maintenance Corporation which will include as members all of the lot owners of Southernness and will provide maintenance for the area identified on the Plan as "open space reserved exclusively for the residents of Southernness".

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That the Declarant does covenant and declare that it shall hold and stand seized of all those certain parcels of land situate in Appoquinimink Hundred, New Castle County and State of Delaware, as appear on the Record Major Subdivision Plan of Odessa National, exclusive of the Golf Course Area and the Southernness Lands, under and subject to the following covenants and agreements which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns, for the benefit of all owners of lots appearing on the Plan and for the benefit of New Castle County

I. In order that the common facilities, as set forth on the Plan, shall be maintained according to the provisions of New Castle County, State and Federal law, there shall be organized as provided in Paragraph 2 hereof, a maintenance corporation, hereinafter referred to as the Odessa National Maintenance Corporation (the "Corporation") whose members shall be the record owners of lots shown on the Plan

- (a) The purchaser of any lot of land by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid Corporation and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said Corporation
- (b) Each owner of any lot, by acceptance of a deed therefor, is deemed to consent and agree to pay to the Corporation, when necessary, annual assessments or charges such assessments to be fixed, established and collected from time to time as hereinafter provided, provided, that all assessments must be fixed at a uniform rate for all lots. However, such obligation to pay any annual assessment or charge to said Corporation shall not commence until such time that the Board of Directors of said Corporation is comprised of homeowners of Odessa National. The owner of any lot agrees, at the time of settlement for the purchase of said lot, to sign a confession of judgment obligating him or her to pay to the maintenance corporation his or her share of the costs associated with the maintenance of the common facilities within Odessa National. The

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assessments levied by the Corporation shall be used exclusively for the purpose of maintaining said open space and common facilities and any other allowable purpose as stated in the By-Laws of said Corporation

- (c) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose
- (d) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of six per centum (6%) per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the open space or common facilities or abandonment of his or her lot
- (e) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made, and it is expressly stated that by acceptance of title to any of the land included in said tract the owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the Corporation, including prior unpaid assessments
- (f) By his or her acceptance of title, each owner shall be held to vest in the Corporation the right and power in its own name to take and prosecute all actions or suits legal equitable or otherwise, which may be in the opinion of the Corporation necessary or advisable for the collection of such assessments
- (g) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or such charges accrued, provided that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure of such mortgage or mortgages and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages and provided, further, that such charges accruing

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after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on the property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property

- (h) Declarant hereby grants to New Castle County, its successors and assigns, the right, privilege and authority to enter upon said premises and maintain said open space and common facilities at the expense of the owners of said lots. In the event that New Castle County elects to maintain the common facilities as set forth above, all expenses of maintenance shall be assessed pro rata against the owners of each lot, and shall be collectible by New Castle County, as provided in the New Castle County Unified Development Code Chapter 13, Article 27, or in the manner set forth above in relation to collection by the Corporation. The provisions of Paragraph 1(g) above notwithstanding, any lien for such expenses or maintenance asserted by the County and filed with the Recorder of Deeds in accordance with the New Castle County Code shall be a lien from the time of recording and shall have priority in relation to other liens, either general or special, including mortgages and other liens according to the time of recording of such liens in the proper office, as in the said Section provided.

2. Declarant shall cause to be incorporated under the laws of the State of Delaware, prior to the recordation of the Plan, a nonprofit corporation to be known as a "maintenance corporation" for the benefit of all owners, which maintenance corporation shall be charged with the duty of maintaining said common facilities in the condition required by the New Castle County Code

3. These covenants and restrictions shall be taken to be real covenants running with the land and binding thereon perpetually.

4. Declarant, for itself, its successors and assigns, grants to the lot owners the free and uninterrupted use of all the common facilities as shown on the said Plan of Odessa National in common with others entitled thereto forever. Each lot owner, by acceptance of a deed, grants to all other lot owners, their guests, invitees and licensees the free and uninterrupted use of all the common facilities and grants to the maintenance corporation the right to come upon any lot owner's lot for purposes of maintaining the common facilities.

5. The following definitions are applicable hereto:

- (a) "Corporation" shall mean and refer to the "maintenance corporation" its successors and assigns, and to the proper named corporate entity to be formed as provided hereunder.

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IN WITNESS WHEREOF, the said Kathryn A. Copper, Atkinson Farms, Inc., James R., Atkinson and Odessa National Corp. have caused their names to be hereunto set the day and year first above written.

ATTEST:

ODESSA NATIONAL CORP.

Michelle M. Lodge

By: [Signature]
President

SEALED AND DELIVERED
IN THE PRESENCE OF:

Kathryn A. Copper

ATTEST.

ATKINSON FARM, INC.

Mary Jane Pollard

By: [Signature]
President

SEALED AND DELIVERED
IN THE PRESENCE OF:

Marylou Warwick

James R. Atkinson
James R. Atkinson

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IN WITNESS WHEREOF, the said Kathryn A. Copper, Atkinson Farms, Inc., James R. Atkinson and Odessa National Corp have caused their names to be hereunto set the day and year first above written.

ATTEST.

ODESSA NATIONAL CORP

[Handwritten signature]

By *[Handwritten signature]*
President

SEALED AND DELIVERED
IN THE PRESENCE OF.

[Handwritten signature]
Kathryn A. Copper

ATTEST

ATKINSON FARM, INC

By _____
President

SEALED AND DELIVERED
IN THE PRESENCE OF

James R. Atkinson

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STATE OF Pa)
) SS
COUNTY OF Montgomery

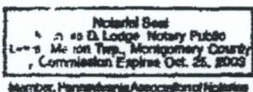
BE IT REMEMBERED that on this 30 day of August, 2000, personally appeared before me, the Subscriber, a notary public for the State of Pa, Gary W. Bolis, Jr., President of Odessa National Corp., Inc., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his or her act and deed and the act and deed of said limited liability company, the signature of Gary W. Bolis, Jr. hereto is in his own proper handwriting and that his or her act of executing and delivering said Indenture was duly authorized by the Board of Directors of the Corporation.

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

Michelle D. Lodge
Notary Public

Michelle D. Lodge
Print Name

Oct. 25 2003
Commission expires.



STATE OF Delaware)
) SS
COUNTY OF New Castle

BE IT REMEMBERED that on this ___ day of _____, 2000, personally appeared before me, the Subscriber, a notary public for the State of _____, Kathryn A. Copper party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

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

Notary Public

Print Name

Commission expires:

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STATE OF Pa)
COUNTY OF Montgomery)^{SS}

BE IT REMEMBERED that on this 30 day of August, 2000, personally appeared before me, the Subscriber, a notary public for the State of Pa, Gary W Bolis, Jr. President of Odessa National Corp, Inc., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his or her act and deed and the act and deed of said limited liability company, the signature of Gary W Bolis, Jr. hereto is in his own proper handwriting and that his or her act of executing and delivering said Indenture was duly authorized by the Board of Directors of the Corporation

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

Michelle D. Lodge
Notary Public

Michelle D. Lodge
Print Name

Oct. 25, 2003
Commission expires



STATE OF Delaware)
COUNTY OF Truitt)^{SS}

BE IT REMEMBERED that on this 6th day of August, 2000, personally appeared before me, the Subscriber, a notary public for the State of Delaware, Kathryn A. Copper party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed

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

Anne M. Crossland
Notary Public

ANNE M. CROSSLAND
Print Name

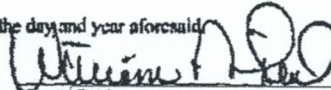
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Commission expires

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STATE OF Delaware)
COUNTY OF New Castle) SS

BE IT REMEMBERED that on this 10 day of August 2000, personally appeared before me, the Subscriber, a notary public for the State of Delaware, Herbert Atkinson as President of Atkinson Farms, Inc., a corporation of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his or her act and deed and the act and deed of said limited liability company, the signature of _____ hereto is in his own proper handwriting and that his or her act of executing and delivering said Indenture was duly authorized by the Board of Directors of the Corporation.

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


Notary Public

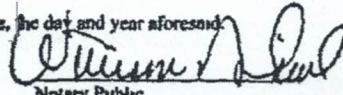
Print Name: William D O'Neal

WILLIAM D. O'NEAL
NOTARY PUBLIC-DELAWARE
My Commission Expires August 17, 2002
Commission expires

STATE OF Delaware)
COUNTY OF New Castle) SS

BE IT REMEMBERED that on this 11 day of August 2000, personally appeared before me, the Subscriber, a notary public for the State of Delaware, James R. Atkinson, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be her act and deed.

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


Notary Public

Print Name: William D O'Neal

WILLIAM D. O'NEAL
NOTARY PUBLIC-DELAWARE
My Commission Expires August 17, 2002
Commission expires

Delaware

The First State

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I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ODESSA NATIONAL MAINTENANCE CORPORATION" IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF MAY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS AN EXEMPT CORPORATION.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.



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SR# 20183656234

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

A handwritten signature in black ink, appearing to read "JWB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202680150

Date: 05-11-18