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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, Exquire Saul, Ewing, Remick & Saul, LLP 222 Delaware Ave., P.O. Box 1266 Wilmington, DE 19899

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### MAINTENANCE DECLARATION

#### **ODESSA NATIONAL MAINTENANCE CORPORATION**

THIS DECLARATION, made thus day of Leaf 2000, by Kathry it 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 collect vely herein as Declarant.

WHEREAS, Copper is the owner of a certain parcel of land situate in Appay intrinsk. 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, Attenson Farm is the owner of a certain percels of land situate in Appropriation 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 549 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 attuate in Approximation 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 situale in Appoquiumnik Hundred, New Castle County, State of Delaware, being 614 9 acres of land, more or less, as shown on the Record Maior Subdivision Plan of Odessa National preprincil by Nave, Newell & Stampfil, 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 against housing, an 18 hole golf course, and appurtenant common facilities, and

WHIRFAS, Deciarant, who is the owner of said purcels of land, desires to innerse 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 Southerness identified on the Plan as

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"open space reserved exclusively for the residents of Southerness" (the "Southerness 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 Southerness Lands, the other being Southerness Maintenance Corporation which will include as members all of the lot owners of Southerness and will provide maintenance for the area identified on the Plan as \*open space reserved exclusively for the residents of Southerness\*.

#### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

That the Declarant does covenant and declare that it shall hold and stand served of all those certain parcels of land almate in Appopulnimmk Hundred, New Castle County and State of Delaware, as appear on the Record Major Subdivision Plan of Odessa National, exclusive of the Oolf Course Area and the Southerness 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 membershap in and Corporation
  - (b) Each owner of any lot, by acceptance of a deed therefor, is deemed to convenient 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 sand 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 actitement 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

- (e) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy as the annual needing, 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 delineated. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be interest from the date of delinquency at a rate of six per centum (6%) per annum, and the Corporation may bring an action of law against the owner personally obligated to pay the same or forcelose the lien against the property, and interest, costs and reason. It is attorney's fees of any such action shall be added to the amount of such a cosments. No owner may waive or otherwise escape liability for the assessments provided for her in 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 assessing its are made, and it is expressly stated that by acceptance of title to any of the fixed included in and tract the owner (not including mortgaged) from the time of acquiring title thereto shall be field to have covenanted and igneed to pay said assessments to the Corporation, including prior until I 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 sun's 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 lieu to the lieu of an 'mortgage or mortgages on any property which is subject to such charges my airdiess of when said mortgage or mortgages were created or such charges, occurred, provided that such subordination shall apply only to charges it at aball have become payable prior to the passing of title under force locate of such mortgage or mortgages and the transferees shall not be it ble for poyment of any assessment accruing prior to said forcelosure but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under forcelosure 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 wholsoever 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 rate 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 notwriftstanding, 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 hens, either general or special, including mortgages and other hens according to the time of recording of such hens in the proper office, as in the said Section provided.
- 2. Decisrant 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 emitted 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" in seccessors and assigns, and to the proper named corporate entity to be formed as provided hereunder.

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- (b) "Lot" shall mean and refer to each of the lots as shown on the Record Major Subdivision Plan of Odesse National
- (c) "Member" shall mean and refer to every person or entity which olds membership in the corporation.
- (d) "Owner" shall mean and refer to the record owner of a fee su type trile to any of the lots as shown on the said Pian of Odessa National
- (e) "Declarant" shall mean and refer to Kathryn A. Copper, A. kinson, Farm, Inc., a corporation of the State of Delaware, James R. Atkinson and Odessa National Corp., a Delaware corporation, their successors and assigns.
- (f) "Common Facilities" shall mean and refer to any common artial or common amendies that may be depicted on the Plan including private open space, storm water management areas including recharge or infiltration systems specifically identified on the Plan as be 100 3D, 3EF, 3BG, 6B, 1D 1A2 and 1A4, parks, recreational facilities, common parking areas, side walks not located in a DelDOT right-of-way, streets not deducated to public use, landscaping, easement areas (including the portions of a 150 foot wide right of way for Delmarva Power & Light designated on the Plan for maintenance by the homeowners as occurrent, fences or any other item if specifically defined as a common facility on the Plan or hereas. Specifically excluded from the common facilities shall be the Golf Course Area and the Southerness Lands.
- 6. The foregoing covenants may not be modified, amended or altered in whole in part, except by the consent of fifty-one purcent (51%) of the lot owners and of the New Castle County Council. Provided, however, that this Maintenance Declaration may be amended with the consent of New Castle County Council and without the consent of the lot owners where said amendment would expand this declaration to encompass additional lots depicted on a contiguous Record Minor/Major Subdivision Plan, or an enlarged or re-subdivided Record Major Subdivision Plan of Odessa National and where said amendment(s) would be necessary so that the new expanded Maintenance Declaration would fully comply with the then current New Castle County Code.
- 7 This Declaration shall become effective only upon approval and recordation of the Record Major Subdivision Plan for Odessa National prepared by Nave, Newell & Stampf', Ltd., dated September 12, 1999, as may be revised
- This Declaration may be executed in several counterparts, which, when taken together, shall be deemed to be an original. Each executed copy hereof shall be deemed an original.

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IN WITNESS WHEREOF, the said Katheyn A. Copper, Atkinson Farms, Iso., 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.

SEALED AND DELIVERED IN THE PRESENCE OF:

Kathryn A. Copper

ATTEST.

ATKINSON FARM, INC.

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By: Har Sagter

SEALED AND DELIVERED IN THE PRESENCE OF:

Merydon Warwick

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

ATTEST.	ODESSA NATIONAL COFF
SEALED AND DELIVERED IN THE PRESENCE OF.	By- Bosedent
	Kathryn Mopper Consper
ATTEST	ATKINSON FARM, INC
	By President
SEALED AND DELIVERED IN THE PRESENCE OF	
	James R. Atkinson

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STATE OF YOU )	
COUNTY OF MONKARLY	
BE IT REMEMBERED that on this appeared before me, the Subsenber, a notary put Bolis, Jr., President of Odessa National Corp., it to this Indeature, known to me personally to be or her act and deed and the act and deed of said W. Bolis, Jr. hereto is in his own proper handwridelivering said Indenture was duly authorized by	ac., a corporation of the State of Delawars, such, and acknowledged this Indenture to b limited liability company, the signature of ( iting and that his or her act of executing and
GIVEN under my hand and seal of office	the day and year aforesaid.
	Mulielle D. Lake
	Notary Public 8  Michelle D. Lodge Print Name
Notariel Sest  1 1 Me of D. Lodge Notary Public  1 1 Me of They, Mortgomery County  Commission Expires Oct. 25, 2003  Marrios, Panasylvania Association of Higherine	Oct. 25 2003 Commission expires.
COUNTY OF New CISTA	
BE IT REMEMBERED that on this appeared before me, the Subscriber, a notary put A. Copper party to this Indenture, known to me; Indenture to be her act and deed.	olic for the State of, Kan
GIVEN under my hand and seal of office	, the day and year aforesaid.
	Notary Public
	Pnat Name
	Commission supires;

STATE OF A SS COUNTY OF AND SS Cay of AUGUST 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber, a notary public for the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the State of August 100, pers rappeared before me, the Subscriber of the S

appeared before me, the Subscriber, a notary public for the State of Jalouers nally appeared before me, the Subscriber, a notary public for the State of Jalouers Gary W Bolis, Jr. President of Odessa Nauonal 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 hability company, the signature of Gary W Bolis, Jr. hereto is in his own proper handwriting and that his or her act of exceuting and delivering and Indenture was duly authorized by the Board of Directors of the Corporal on

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

Notary Public

Michael Best

Michael D. Lodge Hotary Public

Upper Merion Telp., Montgomery County

Aut. Commission Espiras Oct. 25 2003

Member Herreschartis Associations Notice

Michelle D. Wage.

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Oct. 05 1003 Commission expres

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COUNTY OF Low Coulder ) SS

BE IT REMEMBERED that on this gree day of Course 2000, personally appeared before me, the Subscriber, a notary public for the Singe of Course , Kathrya 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

Notary Public

ANNE M CROSSLAND

Print Name

Commission expires

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STATE OF Dans )

٠,

BE IT REMEMBERED that on this 10 day of 10 day of 1000, personally appeared before me, the Subscriper, a notary public for the State of 10 located.

Herbert Minister as 100 day 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 her act of executing and delivering said Indenture was duty authorized by the Board of Directors of the Corporation.

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

Notary Public

IN: Wan DUNG

Print Namo 111010 October 10000 Print Date 10000 Print Da

COUNTY OF NEW CASTILE

BE IT REMEMBERED that on this 11 day of Lucus 2000, personally appeared before me, the Subscriber, a notary public for the State of Laureno, 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 sent of office, the day and year aforesand?

Notary Public

William

Print Name WILLIAM D. CRIMA

Complision expires.

Communication of

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# **Delaware**

# The First State

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.

TANYS OF THE PARTY OF THE PARTY

Authentication: 202680150

Date: 05-11-18

4084112 8300C SR# 20183656234

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