



20050629-0064357

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T20050052165

Michael E. Kozikowski
New Castle Recorder MISC

Tax Parcel Numbers: See Attached Sheet

Prepared by and return to:
Samuel J. Frabizzio, Esquire
1300 North Grant Avenue, Suite 200
Wilmington, DE 19806

**DECLARATION OF RESTRICTIONS FOR LYNEMORE AND TWEEDSMERE AT
ODESSA NATIONAL**

THIS DECLARATION made this 28th day of June, 2005, by
FIELDSBORO DEVELOPMENT, LLC, a Delaware limited liability company (herein after
the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain lots situate in
Appoquinimink Hundred, New Castle County and State of Delaware, being known as
Lot Nos. 1 through 88 inclusive in the Lynemore Section and Lot Nos. 1 through 87
inclusive in the Tweedsmere Section and as shown on the Record Major Subdivision
Plan for Odessa National Golf Club and Residential Community recorded in the Office
of the Recorder of Deeds, in and for New Castle County and the State of Delaware, in
Instrument No. 20010125-0005362 and as amended by the Record Re-Subdivision
Plan recorded on June 14, 2001 in Instrument No. 20010614-0046994 and which lots
are more particularly identified in the attached Exhibit "A" (hereinafter the "Property");
and

WHEREAS, Declarant desires to develop on the Property a residential
community for the benefit of said community; and

WHEREAS, Declarant desires to provide for the orderly preservation of property
values for the individual dwelling lots and individual dwelling units in said community
and, to that end, desires to subject the Property to the covenants and restrictions
hereinafter set forth, each and all of which is and are for the benefit of the said Property
and each owner thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH: The Declarant does
hereby covenant and declare that it shall hold and stand seized of the Property subject
to the following covenants and restrictions, which shall be covenants running with the
land and which shall be binding upon the Declarant, its successors and assigns:

DEFINITIONS

~~Section 1. The following definitions shall be applicable to the words defined as used
herein:~~

(a) "Lot" shall mean and refer to any plot of land intended for private individual residential use as shown on the Plan, as the Plan may be amended or superseded from time to time; and

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot, but shall not include a mortgagee who has not obtained fee simple title.

ARTICLE I GENERAL USE RESTRICTIONS

Section 1. Private Residences.

Each Lot in the Property shall be used for private residential purposes only and for Home Occupations as permitted by the zoning code of New Castle County as amended from time to time.

Section 2. Trailers, Mobile Homes, Etc.

No temporary living quarters, including trailers and mobile homes, shall be permitted or maintained upon any Lot unless stored within the garage.

Section 3. Animals and Pets.

No animals of any kind other than usual household pets shall be kept or maintained on any part or portion of the Lots or residences. No horses, snakes, cows, goats, hogs, poultry, pigs, or similar animals shall be kept on any part or portion of the Lots or residences. Breeding of domestic animals of any kind on any part or portion of any Lot or Lots or in any building or structure thereon, is expressly prohibited. Outbuildings, such as dog houses, rabbit hutches and similar structures, shall be constructed of wood, of high quality craftsmanship, kept in the rear yard, be no more than four (4) feet in height, and have a floor area no greater than twelve (12) square feet. In any event no such outbuildings shall be erected or maintained upon any Lot until the required approvals have been obtained in accordance with Section 21, herein. Pitbulls shall be prohibited from the property. There shall be a maximum combination of two dogs and or cats per residence.

Section 4. Vegetable Gardens.

No vegetable gardens shall be kept or maintained on the front yard or side yards of any Lots.

Section 5. Television and Radio Antennas, Satellite Dishes.

No satellite antenna, "dish" or other device used to receive direct broadcast satellite ("DBS") services which is one meter or greater in diameter shall be erected or

placed on any Lot or Open Space or be attached to the exterior of any structure. Satellite antennae, "dishes" or other devices used to receive DBS services which are smaller than one meter in diameter, and antennae or other devices used to receive television broadcast services ("TBS") and multichannel multipoint distribution services ("MMDS") are specifically permitted, but must be erected, placed or attached so that the satellite antenna, "dish" or device is not visible from the front of the Lot; however, if such placement impairs clear reception, the Owner will be granted an exemption upon submitting a statement of such impairment and a plan for placement of the device in accordance with Article I, Section 21.

Section 6. Solar Panels.

No solar energy panels or collector shall be installed, constructed, placed or maintained on the front or side yard of any Lot or on the front or side, roof, or front or side of a building on the Lot, except that the same may be done if the applicant can provide proof that to place such panel or collector elsewhere would add significantly to installation costs, and/or inhibit the ability to receive sufficient solar energy.

Section 7. Exterior holiday lights and/or ornaments.

Exterior holiday lights and/or ornaments shall be permitted, provided that such lights and/or ornaments are removed no later than January 15th of the year immediately following.

Section 8. Trash Receptacles.

Trash receptacles shall be kept in clean, sanitary and enclosed areas, hidden from view, excepting that they may be placed temporarily at street side on the regular day of collection if required by the collection agency, and removed within 24 hours.

Section 9. Prohibited Vehicles.

No trucks, buses, travel trailers, boat trailers, boats, utility trailers, commercial vans, tractors, campers or vehicles immobilized for any reason, shall be kept or maintained on any community street, any Lot or the driveway on any Lot, except that pick-up trucks up to and including three-quarter (3/4) ton and enclosed vans up to 10,000 pounds G.V.W. shall be permitted, provided they do not exceed a height of seven (7) feet.

Section 10. Signs.

No signs of any kind whatsoever shall be erected, placed or maintained on any Lot within the Property, except that a single real estate "For Sale" sign may be placed and maintained inside of the house erected on the Lot, as long as the builder is not currently marketing homes in the community. It must be removed within five (5) days of settlement on such Lot.

Section 11. Fences.

No fences shall be constructed or maintained upon the Lots until the plans for the same have been approved by Declarant, in accordance with the provisions of Section 21 herein. No enclosing or non-enclosing fence or barrier (hereinafter the "fence") shall be erected on any Lot closer to the front street line than the rear-most wall of the principal building on said Lot except for fences on corner Lots that may extend from the rear yard toward the side street, but under no circumstances may the fence be closer to the street than the building setback line. No fences shall be of a height of more than four (4) feet and all such fences shall be post and rail, or split rail, hardwood constructed, or other material approved by the Architectural Review Committee, including white PVC, with three (3) horizontal rails or otherwise as approved. The height and width of the entire interior perimeter of such fences may be fully covered with green wire mesh. In any event, no such fences shall be constructed or maintained upon the Lots until the plans for the same have been approved by Declarant or Architectural Review Committee in accordance with the provision of Section 21 herein.

Section 12. Swimming Pools.

No above ground-swimming pools shall be constructed or maintained on any Lot, except that children's temporary wading pools, not exceeding one(1) foot in height, shall be permitted in any rear yard.

Section 13. Trees, Shrubs and Landscaping.

Every Lot shall have planted in the front yard a minimum of one street tree as approved by the Architectural Review Committee prior to the first occupancy of the residence being constructed on the Lot. Said street tree shall be maintained on the Lot in perpetuity by the Owner. If it is necessary to replace said street tree due to damage, disease or other similar circumstance, said street tree shall be promptly replaced by the Owner with a similar genus and species of tree. Any and all trees, shrubs and/or landscaping planted or provided by the Declarant, its successors or assigns, on any Lot, other than the aforesaid street tree, must remain undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control. No hedge or similar barrier or mass planting shall be erected or permitted except to the rear and side of the principal structure on such Lot. All shrubbery and hedges on said Lots must be kept in a neat and presentable appearance.

Section 14. Lawn Mowing.

The Owner of each Lot shall be responsible for the maintenance of grass and weeds thereon and shall mow said Lot at least twice during each of the months from March through November of each year. In any event, the grass shall not exceed a height of more than six (6) inches.

Section 15. Yards.

No statues, sculptures, painted trees, bird baths, lawn ornaments, replicas of animals, or other like objects larger than 12" by 12" may be affixed to or placed on any Lot or building. No mailbox pillars other than regulation DelDOT 4" x 8" posts are permitted for mailbox installation. Any mailbox modifications must conform with United States Postal Service guidelines.

Section 16. Trampolines, Basketball Goals.

No trampolines of any kind whatsoever shall be erected or maintained on any Lot. No basketball goals (pole, backboard, rim and net) shall be erected, placed or maintained on any Lot at any time, except for (i) a maximum of one permanently installed basketball goal located in the rear yard of such Lot, or (ii) a maximum of one temporary basketball goal located on the driveway of the Lot between noon and dusk, such goal to be removed and stored out of sight at all other times.

Section 17. Clothes Lines.

No outside clothes lines or clothes line posts shall be erected or maintained on any Lot.

Section 18. Right-of-Ways and Easements.

No structures, improvements, boulders, trees, or equipment, of any nature, except for standard mailboxes and post, shall be constructed or installed within the right-of-ways and easements of the Subdivision streets. The Owner of each Lot shall be responsible for maintaining the area between the boundary of the Lot and the actual paved area of the right-of-ways and easements except for those items maintained pursuant to the Master Declaration hereinafter defined.

Section 19. Window Treatments, Garage Door, Storm Doors and Storm Windows.

All windows from the exterior shall show white or off-white color or a color compatible with the color of the exterior finish of the dwelling. The garage door shall be the same color as the trim color of the dwelling. All storm doors and storm windows placed on the dwelling shall be the same color as the windows first installed on the dwelling.

Section 20. Outbuildings.

No outbuildings, sheds, garages, enclosed outdoor storage facilities, or other similar structures shall be erected, placed or maintained on any Lot in Lynemore and Tweedsmere at Odessa National unless such structures: (i) are constructed with the same materials as the home (siding, brick, shingles) and are not constructed of metal; (ii) are not erected or maintained closer to the front street line than the rear-most wall of the principal structure on the Lot; (iii) do not exceed the aggregate size of 10' X 8' on

each Lot; (iv) do not exceed a height of fourteen (14) feet above ground level; (v) are built in accordance with plans, specifications and illustrations approved by Declarant or Architectural Review Committee pursuant to Section 21 of this Declaration; and (vi) if such structures are outbuildings for animals or pets, such as doghouses, rabbit hutches and similar structures, such structures shall also comply with the requirements of Section 3 of this Declaration.

Section 21. Architectural Review.

Notwithstanding anything contained herein to the contrary, no outbuilding, buildings, structures of a temporary or permanent nature, in ground swimming pools, fences, solar panel or collector, or other construction or improvements shall be constructed, erected, or placed upon any Lot, nor shall any exterior addition to or change or alteration thereof, including but not limited to exterior facade, color change and/or change in grade or drainage, be made until the plans and specifications with illustrations, showing the nature, kind, shape, color, height, materials and proposed location of same, shall have been submitted to and approved in writing by the Declarant or a committee appointed by Declarant (hereinafter the "Architectural Review Committee"). In the event that Declarant or the Architectural Review Committee fails to approve or disapprove such architectural change request within thirty (30) days after receipt of said plans and specifications, approval thereof will be deemed to have been given. Denials submitted to the applicant shall be deemed to have met the thirty (30) day period so long as the denial is sent by certified mail, and the date of stamp by the postal service is within the above stated thirty day period. The Declarant or Architectural Review Committee in connection with the review of said plans, specifications and illustrations, shall have the right to approve or disapprove any such matters which in its opinion are not suitable or desirable to the community. No application can be considered until such time as applicant's maintenance corporation assessments are paid in full. In passing upon such plans and specifications, Declarant or the Architectural Review Committee shall consider the following factors:

- a) The quality, aesthetic suitability, nature, kind, shape of the proposed building or other structure,
- b) The color, height and materials of which it is to be constructed;
- c) The specific site upon which it is proposed to construct or erect the same;
- d) The harmony of the proposed change, alteration, addition, building or structure with structures on neighboring properties and the outlook and view from the neighboring properties.
- e) The effect on the reasonable passage of light and air to the neighboring properties.

For purposes of this Declaration, the Declarant shall have the sole and exclusive right to determine when Lot lines and /or street lines shall be "front" or "side" lines.

~~Declarant shall turn over the function of architectural review pursuant to the Master Declaration as hereinafter defined.~~

Section 22. Day Care Centers, Kindergarten, and Preschools.

No day care, kindergarten, or preschool will be permitted on any Lot except that a Family Day Care Home shall be permitted provided it meets all applicable county and state standards and licensing requirements. A Family Day Care Home means a facility in a private home that is operated by one or more persons duly licensed, or qualified to be licensed, by the State of Delaware for the purpose of providing child day care for one (1) to not more than six (6) children at any one time who are not relatives of the day care provider.

Section 23. Casualty Damage or Destruction.

If any portion of a dwelling on any Lot is damaged or destroyed by fire or other casualty, the Owner shall, with due diligence, rebuild, repair or reconstruct the dwelling to its original appearance and condition immediately prior to the casualty. Repair or reconstruction shall be commenced within four (4) months after such fire or other casualty and shall be thereafter pursued with due diligence to completion unless prohibited by causes beyond the control of the Owner.

Section 24. Easements.

Easements and rights-of-ways are hereby reserved in favor of Declarant, its successors and assigns, on, over, under and along all of the Lots, for poles, wires, conduits, pipes, for lighting, heating, gas, electricity, telephone and any other public or quasi-public utility service purposes, for drainage, and for sewers and pipes of various kinds, all of which shall be confined, as practicable, ten (10) feet from the front and rear property lines of each Lot and seven (7) feet from the side property lines of each Lot, together with the right of access thereto for the purpose of further construction and/or repair. A twenty (20) foot wide easement, ten (10) feet on either side of the centerline of the pipe, structure, line or swale, shall be created, wherever possible, where a sanitary sewer or storm sewer exists. No building or other permanent structure shall be erected or maintained on any part of any area herein reserved as an easement and/or right-of-way.

**ARTICLE II
ADDITIONAL FEES AND AUTHORITY OF THE MAINTENANCE CORPORATION**

Section 1. In addition to the Maintenance Declaration dated September 6, 2000 recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware in Deed Book 2890, Page 70, there will be recorded a Master Declaration of Covenants and Restrictions for Odessa National Golf Club and Residential Community which will impose certain additional covenants and restrictions on the Property described herein.

Section 2. At such time as Declarant deems it appropriate, Declarant shall turn over the responsibilities of architectural review provided for in Article 1, Section 21 herein to the

appropriate entity as provided for in the Maintenance Declaration and the Master Declaration.

ARTICLE III CHANGES IN THE DECLARATION AND RECORD PLAN

Section 1. These covenants and restrictions maybe changed, altered, modified or extinguished in whole or in part, at any time, by an instrument in writing signed by the record Owners of two-thirds (2/3) of the Lots, which shall be recorded in the Office of the Recorder of Deeds, New Castle County, State of Delaware, excepting, however, that the Declarant, so long as it is the Owner any of said Lots shall have the absolute right to amend this Declaration from time to time without the joinder of any other Owners by executing and recording an amendment in the Office aforesaid, if such amendment is:

- a) required by Federal, State, County or local law, ordinance, rule or regulation; or
- b) required by any mortgagee of improved Lots and/or dwelling houses in the Property, or
- c) required by any title insurance company issuing title insurance to owners and/or mortgagees of same, or
- d) Required by the Federal Housing Administration, Department of Housing and Urban Development, Veterans Administration, Farmers Home Administration, Delaware State Home Loan Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association or by any like public or private institution acquiring, guaranteeing or insuring mortgages or providing any type of financial assistance, with respect to dwelling units in the Property.

Section 2. As long as it owns at least one building Lot in Lynemore and Tweedsmere, Declarant reserves to itself and its successor who may become Declarant, the right to amend the Record Plan of Odessa National. By acceptance and recording of a Deed for a property in Lynemore and Tweedsmere, the Owner, for himself and his successors in title, shall be deemed to have given to Declarant his irrevocable power of attorney, coupled with an interest, for the purpose of executing any such re-subdivision plan as Declarant deems desirable provided such re-subdivision plan does not change the boundaries of any Lot already conveyed from the Declarant to Owner.

ARTICLE IV ENFORCEMENT

Section 1. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages; and failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver to enforce the other restrictions contained herein. In the event Declarant, its successors and assigns, incurs any

expenses, including attorneys' fees, in connection with its efforts to enforce the terms hereof, the Lot Owner in violation of these covenants shall also be obligated to reimburse Declarant, its successors and assigns, for all such expenses. Action of enforcement may be brought by the Declarant, its successors and assigns, or any owner of any land which is the subject of this Declaration.

Section 2. There is hereby granted an easement in favor of the Declarant, its successor Declarant and assigns, or its agents, for ingress and egress from any Lot during reasonable hours to inspect the Lot for alleged violations of the Declaration and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof.

Section 3. Invalidation of any one of these covenants or restrictions or any portion hereof by judgment or court order shall in no way affect any other provisions herein, which shall remain in full force and effect.

**ARTICLE V
INTERPRETATION**


Section 1. This Declaration shall bind all Lots in the Property owned by Declarant as of the date on which this Declaration is recorded and all other Lots in the Property as to which the owners thereof have joined in this Declaration by separate writing. Any Lots eliminated by a re-subdivision of the property shall no longer be bound by this Declaration.

Section 2. Notwithstanding anything contained in this Declaration, its provisions shall not be applied or construed as to prohibit or impede the construction by Declarant or its successors in title to vacant Lots from building or selling dwelling houses, maintaining an office or offices (including trailers) for construction and/or sales, storing construction materials and equipment, posting for sale signs, posting marketing and information signs, or generally carrying on its business as to the development of the Property.

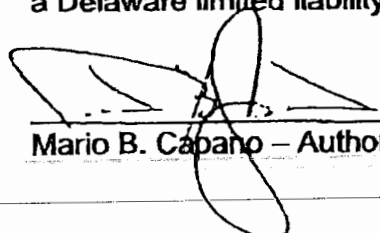
IN WITNESS WHEREOF, Declarant has executed and sealed this Declaration as of the day and year first above written.

Signed and Delivered
in the Presence of:

Fieldsboro Development, LLC,
a Delaware limited liability company



Witness



(SEAL)
Mario B. Cabano - Authorized Member

STATE OF DELAWARE

)
) SS
)

COUNTY OF NEW CASTLE

BE IT REMEMBERED that on this 28th day of June 2005, personally appeared before me, the Subscriber, a notary public for the State of Delaware, Mario B. Capano, Authorized Member of Fieldsboro Development, LLC, a limited liability company 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 Mario B. Capano hereto is in his own proper handwriting and that his or her act of executing and delivering said Indenture was duly authorized by the Members of the Company.

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

Samuel J. Frabizzio

Notary Public

SAMUEL J. FRABIZZIO
ATTORNEY AT LAW
Notary Public Pursuant To
29 Del. C. § 4323(e)(2)
This is a permanent commission.



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Michael E. Kozikowski
New Castle Recorder MISC

Tax Parcel Numbers: See Attached
Schedule

Prepared by and return to:
Samuel J. Frabizzio, Esquire
1300 North Grant Avenue, Suite 200
Wilmington, DE 19806

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS FOR
LYNEMORE AND TWEEDSMERE AT ODESSA NATIONAL**

THIS FIRST AMENDMENT made this 13th day of Sept, 2005 by
Fieldsboro Development, LLC, a Delaware limited liability company and NVR,
Inc., a Virginia Corporation (hereinafter jointly referred to as the "Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of all those certain lots situate in
Appoquinimink Hundred, New Castle County and State of Delaware, being
known as Lot Nos. 1 through 88 inclusive in the Lynemore Section and Lot Nos.
1 through 87 inclusive in the Tweedsmere Section and as shown on the Record
Major Subdivision Plan for Odessa National Golf Club and Residential
Community recorded in the Office of the Recorder of Deeds, in and for New
Castle County and the State of Delaware, in Instrument No. 20010125-0005362
and as amended by the Record Re-Subdivision Plan recorded on June 14, 2001
in Instrument No. 20010614-0046994 and which lots are more particularly
identified in the attached Exhibit "A" (hereinafter the "Property"); and

WHEREAS, Declarant desires to amend Section 11 of the Declaration to
allow the Declarant to erect privacy fences in accordance with the requirements
of the New Castle County Building Code and the New Castle County Unified
Development Code.

NOW, THEREFORE, THIS FIRST AMENDMENT WITNESSETH: The
Declarant does hereby covenant and declare that it shall hold and stand seized
of the Property subject to the following covenants and restrictions, which shall be
covenants running with the land and which shall be binding upon the Declarant, it
successors and assigns:

Section 11 of the Declaration is deleted in its entirety and the following
substituted in lieu thereof:

Section 11. Fences.

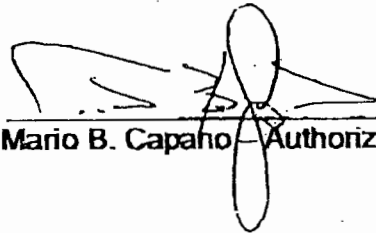
No fences shall be constructed or maintained upon the Lots until the plans for the same have been approved by Declarant, in accordance with the provisions of Section 21 herein. No enclosing or non-enclosing fence or barrier (hereinafter the "fence") shall be erected on any Lot closer to the front street line than the rear-most wall of the principal building on said Lot except for fences on corner Lots that may extend from the rear yard toward the side street, but under no circumstances may the fence be closer to the street than the building setback line. Except as may be required by any governmental authority in order to comply with any applicable building code and/ or zoning code, no fences shall be of a height of more than four (4) feet and all such fences may be post and rail, or split rail, hardwood constructed, or other material approved by the Architectural Review Committee, including white PVC, with three (3) horizontal rails or otherwise as approved. The height and width of the entire interior perimeter of such fences may be fully covered with green wire mesh. In any event, no such fences shall be constructed or maintained upon the Lots until the plans for the same have been approved by Declarant or Architectural Review Committee in accordance with the provision of Section 21 herein.

IN WITNESS WHEREOF, Declarant has executed and sealed this First Amendment as of the day and year first above written.

Signed and Delivered
in the Presence of:
company

Fieldsboro Development, LLC,
a Delaware limited liability




_____ (SEAL)
Mario B. Capano - Authorized Member

STATE OF DELAWARE

)
) SS
)

COUNTY OF NEW CASTLE

BE IT REMEMBERED that on this 13th day of Sept, 2005, personally appeared before me, the Subscriber, a notary public for the State of Delaware, Mario B. Capano, Authorized Member of Fieldsboro Development, LLC, a limited liability company 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 Mario B. Capano hereto is in his own proper handwriting and that his

or her act of executing and delivering said Indenture was duly authorized by the Members of the Company.

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

SAMUEL J. FRABIZZIO
ATTORNEY AT LAW
Notary Public Pursuant To
29 Del. C. § 4323(a)(3)
This is a permanent commission.

Sam J. Frabizzio

Notary Public

Signed and Delivered
in the Presence of:

NVR, Inc., a Virginia Corporation

Rebecca Weiss

Jon Moatz
_____ (SEAL)
Jon Moatz

STATE OF *Delaware*
COUNTY OF *New Castle*

)
) SS
)

On this 13 day of September 2005, before me, Notary Public, within and for said County, personally appeared the Subscriber, Jon Moatz, to me personally known, who, being duly sworn did acknowledge before me under oath that the Subscriber is the Vice President of NVR, Inc., a Virginia Corporation, and the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and the said Subscriber acknowledged said instrument to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Rebecca Weiss

Notary Public
REBECCA L. WEISS
NOTARY PUBLIC
STATE OF DELAWARE
My Commission Expires July 1, 2008

EXHIBIT A

All those certain lots, pieces or parcels of land situate in Appoquinimink Hundred, New Castle County, Delaware known as Lot Numbers 1 through 88 inclusive, in the Lynemore Section and as shown on the Record Major Subdivision Plan for Odessa National Golf Club & Residential Community prepared by Nave, Newell and Stampel, LTD., dated April 12, 2000 and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware on January 25, 2001 in Instrument No. 20010125-0005362 as may be amended by the Record Re-Subdivision Plan for Odessa National Golf Club and Residential Community as prepared by Nave, Newell and Stampel, LTD., dated April 10, 2001 and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware on June 14, 2001 in Instrument No. 20010614-0046994.

**LYNEMORE
INSTRUMENT NO. 20010614-0046994**

1	14-013.11-124	47	14-013.11-052
2	14-013.11-123	48	14-013.11-051
3	14-013.11-122	49	14-013.11-050
4	14-013.11-121	50	14-013.11-049
5	14-013.11-120	51	14-013.11-116
6	14-013.13-001	52	14-013.11-115
7	14-013.13-002	53	14-013.11-114
8	14-013.13-003	54	14-013.11-113
9	14-013.13-004	55	14-013.11-112
10	14-013.13-005	56	14-013.11-111
11	14-013.13-006	57	14-013.11-110
12	14-013.13-007	58	14-013.11-109
13	14-013.13-008	59	14-013.11-108
14	14-013.13-009	60	14-013.11-119
15	14-013.13-010	61	14-013.11-118
16	14-013.11-093	62	14-013.11-117
17	14-013.11-092	63	14-013.11-103
18	14-013.11-091	64	14-013.11-104
19	14-013.11-090	65	14-013.11-105
20	14-013.11-089	66	14-013.11-106
21	14-013.11-088	67	14-013.11-107
22	14-013.11-087	68	14-013.11-094
23	14-013.11-086	69	14-013.11-095
24	14-013.12-004	70	14-013.11-096
25	14-013.12-003	71	14-013.11-097
26	14-013.12-002	72	14-013.11-098
27	14-013.11-073	73	14-013.11-099
28	14-013.11-072	74	14-013.11-100
29	14-013.11-071	75	14-013.11-101
30	14-013.11-070	76	14-013.11-102
31	14-013.11-069	77	14-013.11-080
32	14-013.11-068	78	14-013.11-079
33	14-013.11-067	79	14-013.11-078
34	14-013.11-066	80	14-013.11-077
35	14-013.11-064	81	14-013.11-076
36	14-013.11-063	82	14-013.11-075
37	14-013.11-062	83	14-013.11-074
38	14-013.11-061	84	14-013.11-085
39	14-013.11-060	85	14-013.11-084
40	14-013.11-059	86	14-013.11-083
41	14-013.11-058	87	14-013.11-082
42	14-013.11-057	88	14-013.11-081
43	14-013.11-056		
44	14-013.11-055		
45	14-013.11-054		
46	14-013.11-053		

All those certain lots, pieces or parcels of land situate in Appoquinimink Hundred, New Castle County, Delaware known as Lot Numbers 1 through 87 inclusive, in the Tweedsmere Section and as shown on the Record Major Subdivision Plan for Odessa National Golf Club & Residential Community prepared by Nave, Newell and Stampel, LTD., dated April 12, 2000 and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware on January 25, 2001 in Instrument No. 20010125-0005362 as may be amended by the Record Re-Subdivision Plan for Odessa National Golf Club and Residential Community as prepared by Nave, Newell and Stampel, LTD., dated April 10, 2001 and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware on June 14, 2001 in Instrument No. 20010614-0046994.

**TWEEDSMERE SECTION
INSTRUMENT NO. 20010614-0046994**

1	14-013.11-125	46	14-013.11-161
2	14-013.11-126	47	14-013.11-160
3	14-013.11-127	48	14-013.11-159
4	14-013.11-128	49	14-013.11-158
5	14-013.11-129	50	14-013.11-157
6	14-013.11-130	51	14-013.11-156
7	14-013.11-131	52	14-013.11-155
8	14-013.11-134	53	14-013.11-154
9	14-013.11-135	54	14-008.33-062
10	14-013.11-136	55	14-008.33-063
11	14-013.11-137	56	14-008.33-064
12	14-013.11-138	57	14-008.33-065
13	14-013.11-139	58	14-013.11-169
14	14-013.11-140	59	14-013.11-168
15	14-013.11-141	60	14-013.11-167
16	14-013.11-142	61	14-013.11-166
17	14-008.33-049	62	14-013.11-165
18	14-008.33-048	63	14-013.11-164
19	14-008.33-047	64	14-013.11-163
20	14-008.33-046	65	14-013.11-148
21	14-008.33-045	66	14-013.11-147
22	14-008.33-044	67	14-013.11-146
23	14-008.33-043	68	14-013.11-145
24	14-008.33-042	69	14-013.11-144
25	14-008.33-041	70	14-013.11-143
26	14-008.33-040	71	14-008.33-050
27	14-008.33-039	72	14-008.33-051
28	14-008.33-038	73	14-008.33-052
29	14-008.33-037	74	14-008.33-053
30	14-008.33-036	75	14-008.33-054
31	14-008.33-035	76	14-008.33-055
32	14-008.33-034	77	14-008.33-056
33	14-008.33-033	78	14-008.33-057
34	14-008.33-031	79	14-008.33-058
35	14-013.11-170	80	14-008.33-059
36	14-013.11-171	81	14-008.33-060
37	14-013.11-172	82	14-008.33-061
38	14-013.11-173	83	14-013.11-153
39	14-013.11-174	84	14-013.11-152
40	14-013.11-175	85	14-013.11-151
41	14-013.11-176	86	14-013.11-150
42	14-013.11-177	87	14-013.11-149
43	14-013.11-178		
44	14-013.11-179		
45	14-013.11-162		