

Tax Parcel Numbers: 1-30-6.00-108, 1-30-3.00-264.00,
1-30-3.00-264.01, 1-30-6.00-557, and 1-30-3.00-558.00
and 1-30-6.00-167.00 through 1-30-6.00-556.00 (inclusive)
and 1-30-6.00-600.00 through 1-30-6.00-691.00 (inclusive)

Prepared by and Return to:

David C. Hutt

Morris James Wilson Halbrook & Bayard LLP

107 W. Market Street, P.O. Box 690

Georgetown, DE 19947

Milford Ponds

Plot Book 107, Page 257

Plot Book 120, Page 280

Plot Book 121, Page 180

**Second Amended and Restated Community Constitution
(Covenants, Conditions, Easements and Restrictions)**

For

Milford Ponds Property Owners Association, Inc.

This Second Amended and Restated Community Constitution (Covenants, Conditions, Easements and Restrictions) For Milford Ponds Property Owners Association, Inc. (the "Declaration") is made and executed this 6th of April, 2018, by Milford Ponds, LLC, a limited liability company organized and existing under the laws of the State of Delaware, of 179 Rehoboth Avenue, Ste. 1081, Rehoboth Beach, Delaware 19971 (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Cedar Creek Hundred, City of Milford, Sussex County, State of Delaware, which is more particularly described on the legal description attached hereto and made part hereof as Exhibit "A" (hereinafter referred to as the "Property" and more particularly defined below), pursuant to the Deed(s) recorded in the Office of the Recorder of Deeds in and for Sussex County, Delaware (the "Recorder's Office") at

Deed Book 4739, Page 320 *et seq.*, being the real property shown and identified on the plan known as Milford Ponds Record Plan, prepared by Davis, Bowen & Friedel, Inc, said plan being recorded in the Recorder's Office at Plat Book 120, Page 280 *et seq.*, and being the real property shown and identified on the plan known as Milford Ponds Record Plan – Phase 2, prepared by Davis, Bowen & Friedel, Inc, said plan being recorded in the Recorder's Office at Plat Book 121, Page 180 *et seq.*, as such plans may be subsequently supplemented or amended from time to time by final subdivision plats (collectively, as supplemented and amended, the "Record Plot"). The initial property subjected to this Declaration shall be open space, storm water management and the three hundred ninety-one (391) parcels as generally depicted on Exhibit "B" (such Exhibit B will subject individual parcels to the Declaration by referencing individual tax parcel numbers) attached hereto and made a part hereof ("Initial Phase"),¹ as such Initial Phase may be supplemented, expanded, reduced or otherwise amended or modified by Declarant (individually a "Phasing Plan" and collectively the "Phasing Plans") to provide for a total of up to seven hundred two (702)² Units (including Units contained within one or more Condominiums as such term is defined in §81-103(12) of DUCIOA) in the Initial Phase, the Expansion Area (as defined below) and the Annexation Property. The Property is currently designated for the construction of a residential community to be known as "Milford Ponds" on the Units and open spaces, storm water management areas, recreational facilities, and improvements and other amenities consisting of the Common Areas.

WHEREAS, the Declarant is the second developer of the Milford Ponds project and

¹ Presently Phase 1 is comprised of three hundred ninety-one (391) Units consisting of a mix between two hundred forty-seven (247) single family and one hundred forty-four (144) multifamily Units. The Declarant is in the process of amending the Record Plan so that Phase 1 will be comprised of three hundred sixty-four (364) Units consisting entirely of single-family Units. It is anticipated that once the new Record Plan is approved by the City of Milford, the Declaration will be amended replacing Exhibit A and B attached hereto to reflect modifications to the Record Plan.

² It is anticipated that the number of Units at final buildout will be six hundred ninety-one (691) with the reduction of Units in Phase 1.

Ownership Act, found in Chapter 81, Title 25 of the Delaware Code.

WHEREAS, the Declarant, with the consent of NVR, Inc., as more fully described below, pursuant to Article 15, section 15.2 of the Amended and Restated Community Constitution (Covenants, Conditions, Easements and Restrictions) For Milford Ponds Community Association, Inc., recorded in the Recorder's Office, in Deed Book 3767, Page 265 et seq., desires and intends by recordation of this Second Amended and Restated Community Constitution (Covenants, Conditions, Easements and Restrictions) For Milford Ponds Property Owners Association, Inc., to completely and entirely amend and replace all prior covenants, conditions, easements and restrictions established in both the Community Constitution (Covenants, Conditions, Easements and Restrictions) For Milford Ponds Community Association, Inc. and the Amended and Restated Community Constitution (Covenants, Conditions, Easements and Restrictions) For Milford Ponds Community Association, Inc., by striking out all of said prior conditions, covenants, easements and restrictions and substituting in lieu thereof new covenants, conditions, easements and restrictions in order to submit Milford Ponds to the provisions of the Delaware Uniform Common Interest Ownership Act along with covenants, conditions, easements and restrictions set forth in this Declaration; and

WHEREAS, the Declarant owns the entire Property other than four (4) units it conveyed to a Dealer, NVR, Inc., by deed dated August 30, 2017 and recorded in the Recorder's Office, October 20, 2017, in Deed Book 4786, Page 317 *et seq.* and all units along with open space and storm water management generally depicted on Exhibit "B" shall be subjected to this Declaration, with the consent hereto acknowledged by NVR Inc.'s execution of this Declaration.

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities and to

this end desires to subject the Property to the covenants, restrictions, easements, charges and liens, as hereinafter set forth, for the benefit of the Property and each owner thereof; and

WHEREAS, the Declarant deems it desirable for the efficient preservation of values and amenities in said community to create an entity to which will be delegated and assigned the powers of maintaining and administering the community facilities, common lands and recreational amenities, and administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant reserves the right, as hereinafter provided, to annex additional property, not part of Exhibit "A" and the property shown on the Record Plot, but which is neighboring or contiguous to such property (hereinafter referred to as the "Annexed Property") and subject such Annexed Property to this Declaration upon the recordation of one (1) or more Declarations of Annexation; and

WHEREAS, the Declarant will cause a non-profit, non-stock corporation, to be known as the Milford Ponds Property Owners Association, Inc., to be incorporated under the laws of the State of Delaware for the purpose of exercising the functions aforesaid.

NOW THEREFORE, the Declarant hereby declares that the following covenants, restrictions, easements, charges and liens shall run with, burden and bind the Property, and the Declarant hereby declares the portion of the Property that is described in Exhibit "B," which is attached hereto and incorporated herein by reference, is and shall be held, transferred, sold, conveyed, occupied and used subject to the restrictions hereinafter set forth and during the period of time hereinafter set forth; and subject to all easements, rights of way and restrictions previously placed upon the Property as recorded in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, by the Declarant, or its predecessors in title.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

A. "Association" shall mean and refer to the Milford Ponds Property Owners Association, Inc., a Delaware non-profit, non-stock corporation, its successors and assigns.

B. "Board" shall mean and refer to the Board of Directors established pursuant to the Bylaws of the Association, serving as the executive board of the Association.

C. "Common Areas" shall mean and refer to those areas of land designated as such on the Record Plot, which is incorporated herein by reference. The Common Areas may include, but may not be limited to: (1) all private streets and entrance, whether within or adjacent to the Property; (2) all areas for stormwater management, erosion and sediment control; (3) water supply facilities; (4) sanitary sewer facilities; and (5) all community recreation facilities. All Common Areas are intended to be devoted to the common use and enjoyment of the members of the Association, as herein defined, and are not dedicated for use by the general public. All Common Areas shall be subject to the restrictions created herein. Common Areas shall not be deemed to include any common elements of any Condominium.

D. "Condominium" shall mean and refer to those portions of the Property, if any, submitted by Declarant to the provisions of DUCIOA in accordance with the provisions contained in DUCIOA governing condominiums. Any such portions of the Property so submitted by Declarant shall be a "condominium" under DUCIOA. Any portions of the Property not so submitted by Declarant shall be a "planned community" under DUCIOA.

E. "Condominium Documents" shall mean and refer to those certain Condominium

Declarations, Condominium Bylaws, and Condominium Declaration Plans, if any, that may be prepared by Declarant in connection with any Condominiums together with any and all amendments thereto.

F. "Dealer" shall have the meaning as provided in §81-103 of DUCIOA.

G. "Declaration of Annexation" shall mean all Declarations recorded by the Declarant in which property not described in Exhibit "A" and/or the Record Plot is made subject to this Declaration.

H. "Declarant" shall be Milford Ponds, LLC, a Delaware limited liability company, its successors and assigns, but only to the extent that any of the rights, reservations, easements, interests, exemptions, privileges or powers of the Declarant are specifically assigned or transferred to any such successors or assigns by an instrument in writing. In no event shall a conveyance of all or any portion of the Property, including any one or more Units, by Declarant be deemed to include any such assignment or transfer, but such assignment or transfer must be by a separate instrument to be effective.

I. "Declarant Control Period" shall mean and refer to the period beginning on the date of recordation of this Declaration and ending on the date which is the earlier of (a) sixty (60) days after the date on which seventy-five percent (75%) or more of the proposed Units have been conveyed to Owners other than Declarant or a Dealer; (b) two (2) years after Declarant has ceased to offer Units for residential purposes for sale in the ordinary course of business; (c) two (2) years after any right to add new Units for residential purposes was last exercised; (d) at such time as may be required by applicable Laws; or (e) the day Declarant, after giving written notice to the Owners, records an instrument voluntarily surrendering all rights to control activities of the Association.

J. "Director" shall mean each individual who is a member of the Board of Directors

of the Association.

K. "DUCIOA" shall mean and refer to the Delaware Uniform Common Interest Ownership Act, 25 Del. C. §81-101 *et seq.*, as amended from time to time.

L. "Expansion Property" shall mean and refer to, individually and collectively, any of the real property within the Project as shown on the Record Plot (but excluding the Initial Phase described in Exhibit B and the Annexable Property) that is not otherwise subjected to this Declaration but may be so subjected from time to time at the Declarant's sole discretion, but not the obligation, including, without limitation, that certain real property described in Exhibit "A" attached hereto as may be amended from time to time as provided in Article III.

M. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1 of this Declaration.

N. "Mortgage" shall mean and refer to any mortgage, deed of trust, or similar instrument granted as security for the performance of any obligation.

O. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, holding a fee simple title to any Unit, including the Declarant, but specifically excluding those having such interest merely as a security for the performance of an obligation.

P. "Person" shall mean and refer to 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 any combination thereof.

Q. "Project" as used in this Declaration shall mean and refer to the residential community, together with the improvements erected and maintained thereon, to be known as "Milford Ponds" consisting of the Units and Common Areas located on the foregoing, all to be

built on the Property.

R. "Property" shall mean that and refer initially to that certain real property described on Exhibit "A" attached hereto and made a part hereof being the Initial Phase, and if Declarant so chooses to expand the scope of the Project, any or all of the Expansion Property, as well as any or all of any portion of the Annexable Property, that are subjected to this Declaration from time to time by Declarant pursuant to any amendments to this Declaration.

S. "Record Plot" shall mean the plot of record in the Office of the Recorder of Deeds, in and for Sussex County, recorded in Plot Book 120, at Page 280, *et seq.*, Plot Book 121, at Page 180, *et seq.*, and any amendments thereto approved by the City of Milford and endorsed as an amendment by the Declarant.

T. "Special Declarant Rights" shall mean those rights reserved by the Declarant and each Dealer as provided in Article III, Section 3 of this Declaration.

U. "Sub-association" shall mean and refer to an owners' association, including but not necessarily limited to a homeowners' association or condominium unit owners' association, created by a declaration or other appropriate instrument recorded in the Recorder's Office which subjects a portion of the Property to covenants, conditions and/or restrictions additional to those set forth in this Declaration and grants rights to such association with respect to such portion of the Property. During the Declarant Control Period, any such association shall be created only by Declarant with its consent and all declarations, by-laws and related documents shall be subject to Declarant's approval exercised in its sole discretion. If Declarant reviews and approves, but does not draft, such declarations, by-laws and related documents, Declarant shall have no liability for the interpretation or effectiveness of such documents and/or the operation of such Sub-associations.

V. "Unit" shall mean any one of the residential dwelling units (as such term "Unit" is

defined in §81-103 (48) of DUCIOA) in Milford Ponds initially consisting of three hundred ninety-one (391) Units in the Initial Phase and to consist of potentially of up to an aggregate maximum of seven hundred two (702) Units (including Units contained within one or more Condominiums as such term is defined in §81-103 (12) of DUCIOA and including Units within the Annexation Property), as such Units are established from time to time; and shall not include the Common Areas, any property dedicated for public use, or other areas of the Property or Project.

W. “Utilities” or any variation thereof shall mean and refer to electric power, natural, propane or any other type of gas, telephone, communications services (including but not limited to internet services), solar, cable or satellite television, sanitary and storm sewer, potable water, storm sewer lines, and other related utility services now or hereinafter located on, or provided to, all or any portion of the Property, together with any and all pipes, lines, wires, cables and conduits, accessory or appurtenant facilities, structures or improvements, meters, utility vaults, substations and pumping or treatment stations or other betterments or improvements now or in the future associated with any one or more such Utilities.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Association Membership. Every Owner of a Unit shall be a member of the Association provided, however, that any Person who holds such interest solely as security for the performance of an obligation shall not be an Association Member solely on account of such interest. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Association Voting Rights.

a) At all meetings of the Association, the Owners of each Unit shall be entitled

collectively to cast such vote or votes as provided for by the Certificate of Incorporation for the Association and the Bylaws of the Association, which vote or votes may be cast in person or proxy. Owners shall be entitled to one (1) vote for each Unit which they hold the interest required for membership.

b) When more than one (1) Person are Owners of any Unit, all such Persons shall be Association Members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit. If only one (1) of several Owners of a Unit is present at a meeting of the Association, that Owner is entitled to cast all of the votes allocated to that Unit. If more than one (1) of the Owners of a Unit is present at a meeting of the Association, and any one of the multiple Owners of a Unit casts a vote allocated to such Unit without protest being made promptly to the person presiding over the meeting, then there shall be deemed to be majority agreement of the Owners. Additionally, with respect to Units that have multiple Owners, the vote of a Person named in a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association as entitled to enter the vote of such Unit shall be deemed to be a vote by majority agreement of the Owners. Such certificate shall be valid until revoked by a subsequent certificate.

c) Whenever the approval or disapproval of an Owner is required by DUCIOA, this Declaration or the Bylaws, such approval or disapproval shall only be made by the person who would be entitled to cast the vote for the Unit at any meeting of the Association.

d) Except where a greater number is required by DUCIOA or the Bylaws, a majority of the votes cast in person, by proxy or by ballot at a meeting of Owners where a quorum is present shall determine the outcome of any action of the Association where a vote is taken so long as the number of votes cast in favor comprise at least a majority of the number of votes required for a

quorum for that meeting. Votes allocated to a parcel or Unit owned by the Association may not be cast and shall not be calculated either in a quorum or in any percentage of votes needed for any actions by the Owners.

Section 3. Proxies. Each Association Member entitled to vote shall, at every meeting of the members, be entitled to vote in person or by proxy, in writing and signed by such member, but a proxy shall be valid only for the particular meeting. Every proxy shall be revocable, at any time, and shall automatically cease upon conveyance of the Unit. Such right to vote shall be subject to the right of the Board to close the transfer books or to fix a record date for voting members as hereinafter provided and if the Board shall not have exercised such right, no vote shall be cast at any election for members of the Board by anyone who shall have accepted membership in the Association within ten (10) days of such election.

Section 4. The Declarant shall organize and establish the Association by the filing of a Certificate of Incorporation for the Association no later than the date the first Unit in Milford Ponds is conveyed, all in accordance with § 81-301 of DUCIOA.

ARTICLE III

PROPERTY SUBJECT TO DECLARATION

Section 1. Property. The real property that is now subject to this Declaration and may be made subject to this Declaration in the future, at Declarant's sole discretion, is all that property located in the City of Milford, Sussex County, Delaware, as shown on the Record Plot and as described in Exhibit "A" attached hereto and incorporated herein by reference, and as described more specifically below. The property now subjected to this Declaration is stated with specificity in Exhibit "B", which shall specifically reference each individual Unit subjected to the Declaration by its tax parcel number, and such property not intended to be subjected to this Declaration, but

eventually may be subjected to the Declaration, will be all other property described in Exhibit "A". Declarant shall have exclusive right, but not the obligation, to modify and expand the property subjected to this Declaration during the Declarant Control Period by amending this document replacing Exhibit "B" with an expanded definition of property subjected to this Declaration.

Section 2. Annexed Property.

(a) During the Declarant Control Period, the Declarant shall have the unilateral right, but not the obligation, to expand Milford Ponds by adding all or any part of any contiguous parcel (hereinafter "Annexed Property") through the preparation and recordation of one (1) or more Declarations of Annexation with the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware.

(b) The right of the Declarant to add all or any portion of the Annexed Property to Milford Ponds shall not be construed as imposing on the Declarant any obligation to add all or any portion of the Annexed Property to the Development, to construct any improvements thereon, or to restrict or limit its use in any manner.

(c) Annexed Property added to Milford Ponds, together with all improvements thereon, shall be deemed submitted to the terms of this Declaration. For all purposes of the Association, including, but not limited to, voting, the number of Units in the Association shall be increased to include up to a maximum of two additional Units to be located on that portion of the Annexed Property added to the Development.

(d) Improvements to portions of the Annexed Property added to Milford Ponds shall be subject to the standards and restrictions set forth herein.

Section 3. Special Declarant Rights.

(a) The Declarant reserves the following rights for the period from the date of

this Declaration through the date twenty (20) years thereafter (the "Special Declarant Rights Period"), which rights Declarant reserves for itself and for Dealers or other third parties, including, but not limited to any Owner of a Unit pursuant to one or more partial and limited non-exclusive assignment by Declarant of any such right or rights which is executed and acknowledged by the Declarant and such third parties and recorded in the Recorder's Office (individually and collectively, the "Special Declarant Rights"):

(1) The right to complete or make improvements indicated on the Record Plot;

(2) The right to maintain sales offices, management offices, storage sheds/trailers, and models on Units or on the Common Areas, to the extent described in the following table:

| | NUMBER | SIZE | LOCATION |
|--|--|---|---|
| Sales Office and Model Homes | Two per each Dealer for each style of home/section in the community (single family, villa, townhome) | Per home plan prepared by applicable Dealer | On Unit designated by Declarant |
| Construction Management Offices | One per each Dealer | Trailer of size determined by Dealer | On Unit or on the portions of the Common Area designated by Declarant |
| Storage Sheds | One per each Dealer | Trailer of size determined by Dealer | On Unit or on the portions of the Common Area designated by Declarant |

provided that Declarant may relocate any such facility located on a Unit to any other Unit on the

Property acceptable to the applicable Dealer from time-to-time;

(3) The right to maintain signs on the Property to advertise the sales of homes as follows, provided all signage complies with applicable zoning regulations: (i) one marketing sign per Dealer of up to 5 feet by 10 feet in the portion of the Common Area along DuPont Boulevard or along North Old State Road, (ii) a sign in front of each Dealer's model home(s), a brochure box and sign on each Unit available for sale, and (iii) other signs on Units deemed necessary by a Dealer; and

(4) The right to conduct sales business and construction activities on the Property;

(5) The right to expand the real property subjected to this Declaration as described in Article III;

(6) The right to use and permit others to use, easements through the Common Areas as may reasonably necessary for the purpose of discharging the Declarant's and Dealers' obligations under DUCIOA and this Declaration.

(7) The right of the Declarant and Dealers to add to, remove, or otherwise modify or alter the landscaping, trees, and any other physical features or characteristics of any portion of the Property owned by Declarant or a Dealer from time to time, including but not limited to any such property that is adjacent to, in the general vicinity of, or otherwise visible from any Owner's Unit, including but not limited to changing the location, configuration, size, or other features or characteristics of any Units or Common Areas, and Declarant and Dealers shall not have any liability, duty or obligation to any such Owner or any third parties as a result of such modifications, including but not limited to any alterations in the physical view from such Owner's Unit, whether resulting from or attributable to the presence, absence or re-configuration of other

dwellings, structures, trees, landscape, amenities, or any other improvements or betterments or any modifications thereto (collectively the "Protected Development Rights").

Section 4. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by Declarant, any Special Declarant Rights may be exercised by the Declarant or any assignee, including a Dealer, thereof as evidenced by a written assignment recorded in the Recorder's Office for the period of time specified in DUCIOA.

Section 5. Development Rights. Declarant reserves the right to further create additional and/or modify Units and Common Areas (as well as Units created pursuant to one or more Condominiums) after the date of this Declaration through the date twenty (20) years thereafter, in the portions of the Expansion Property and/or the Annexable Property now or hereafter designated as either the Initial Phase and any additional Phases and subphases to be determined by Declarant, so that up to a maximum aggregate of 677 Units may be created on the Property, including the Initial Phase, Expansion Property and the Annexable Property, and made part of the Project

ARTICLE IV

PROPERTY RIGHTS IN THE GENERAL COMMON AREAS

Section 1. Title to Common Areas. The Declarant shall convey legal title in the Common Areas to the Association, but it may retain legal title to the Common Areas until such time as the Declarant has completed improvements thereon, and until such a time as, in the opinion of the Declarant, the Association shall be able to maintain the same. However, notwithstanding any other provision herein, the Declarant hereby covenants for itself, its successors and assigns, that it shall convey all its rights, title and interest in the Common Areas to the Association, free and clear of all liens, but subject to all previous restrictions of record and this Declaration.

Section 2. Extent of Member's Easements. The rights and easements of enjoyment created hereby in the Common Areas shall be subject to the following:

(a) The rights of the Association, in accordance with its Certificate of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas, except the roads as shown on the Record Plot. The rights of a mortgagee in any affected Common Area shall be subordinate to the rights of the Owners hereunder, provided, however, that no such borrowing or mortgaging shall be made unless approved by the vote of eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant.

(b) The right of the Association to take such steps as are reasonably necessary to protect any mortgaged Common Areas against foreclosure.

(c) The right of the Association as provided in its Certificate of Incorporation and Bylaws, to suspend the enjoyment rights and privileges of any Member in any easement or in any Common Areas, for a period during which any assessment against such Member remains unpaid, and for any period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations.

(d) The right of the Association to dedicate or transfer all or any part of its interest in the Common Areas (subject to easements created hereunder, or previously created of record) to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer or determination as to purpose or as to the conditions thereof, shall be effective unless approved by the vote of eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes allocated to Units not owned by the Declarant, has been recorded.

(e) The right of the Declarant prior to the conveyance of the Common Areas to the Association, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Areas, for the installation, maintenance and inspection of lines and appurtenances for public water, sewer, drainage, gas, electricity, telephone, cable television and other Utilities.

(f) The right of the Association to adopt rules and regulations in accordance with § 81-320 of DUCIOA governing the use by the Owners of the Common Areas or Units, which rules and regulations shall not apply to any Dealer. Such rules and regulations may include the regulation of rentals in Milford Ponds and govern specific leasing standards, including, but not limited to, permitted signage or advertising, minimum lease terms and maximum number of occupants permitted to occupy a main dwelling, the display of American flags (consistent with federal law and § 81-320 of DUCIOA) and/or the display and placement of political signs (consistent with § 81 -320 of DUCIOA). Any rules and regulations adopted by the Association shall be a governing document of the Association.

(g) The right of the Association, by and through its Board of Directors, to levy a reasonable monetary fine for a violation of this Declaration or other governing document of the Association, in an amount to be determined by the Board after written notice and an opportunity to be heard before the Board has been given to the violating Owner in question, all in accordance with § 81-302 of DUCIOA. Any monetary fine imposed by the Board shall be collectible in the same manner as assessments hereunder.

Section 3. Delegation of Use. Any Owner may delegate his rights of enjoyment to the Common Areas and facilities to the members of his family, tenants, guests, or contract purchasers (and members of the family of any tenant or contract purchaser) who reside on the Unit

or to such other persons as may be permitted by the Association.

Section 4. Obligations of the Association. The Association shall:

(a) Take title to, own, manage, maintain and operate the Common Areas and facilities, improvements and landscaping thereon, including but not limited to, the roads, recreational areas, and areas for stormwater management, erosion and sedimentation control, for the use and benefit of all Members of the Association.

(b) Enforce the covenants, restrictions, and easements under this Declaration.

ARTICLE V

COVENANT FOR MAINTENANCE AND TO ACCEPT AND DISCHARGE

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for itself and its successors and assigns, and for each Unit within the Property, hereby covenants, and each Owner of any Unit, by acceptance of a deed or other transfer document therefore, whether or not it shall be expressly established in such Deed or other transfer document, hereby covenants and agrees to pay the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, operating expenses or reserves, and/or a repair and replacement reserve; (3) monetary fines, if imposed, pursuant to the provisions of Article IV, Section 2(g); and (4) an initial assessment in the amount of Six Hundred Dollars (\$600.00) due from the purchaser of a Unit upon the conveyance of any Unit from the Dealer or Declarant to a third party purchaser for value (which purchaser shall not include a Dealer, as defined in Article I of this Declaration) and upon the conveyance of any Unit to a subsequent purchaser of the Unit for value, such assessments to be fixed, established and collected as hereinafter provided. The annual assessment, special assessment, monetary fine and initial assessment, together with interest at the legal rate, costs and

reasonable attorney's fees, shall be a charge on the Unit, and shall be a continuing lien upon the Unit against which each such assessment or charge is made. Each such assessment or charge, together with interest at the legal rate, costs, and reasonable attorney's fees incurred for the collection thereof, shall also be the personal obligation of the person who was the Owner of the Unit at the time when the assessment was due. A personal obligation for delinquent assessments or charges shall not pass to the Owner's successor in title (other than as a lien on the land), unless expressly assumed by the successor in title.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be for the purpose of promoting the recreation, health, safety and welfare of the residents in the Property; for the improvement and maintenance of the Common Areas of the Property; and for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited to, repair and replacement of the roads and street lamps; the payment of taxes and insurance thereon; repair, replacement and additions thereto; for the cost of labor, equipment, materials, management and supervision thereof; for operating reserve funds and reserve funds for repair and replacement of the Common Areas and the facilities thereon; and/or for a purpose of discharging a duty or obligation of the Association.

Section 3. Basis and Maximum Annual Assessment. Each respective Unit shall thereafter be subject to an annual assessment to be paid to the Association. The amount of such annual assessment shall be established by the Association and shall be charged or assessed in equal proportions against each Unit within the Property. The fiscal year of the Association shall begin on January 1st and end of the following December 31st. The first assessment year shall be the fiscal year ending December, 2018, and thereafter each assessment shall be made for each subsequent year commencing as of January 1st of each year. Each annual assessment shall be due and payable

on or before thirty (30) days after it has been fixed and levied. It shall be the duty of the Association to notify all Owners, whose addresses are listed with the said Association, within thirty (30) days after said annual assessment has been fixed or levied, giving the amount of the annual assessment for said year, when due, and the amount due from each Unit owned by each such Owner. Failure of the Association to levy the assessment for any one year shall not affect the right of the Association to do so for any subsequent year.

Section 4. Establishment of Annual Assessment Rate. The Board of Directors of the Association shall, after consideration of current maintenance costs and future needs of the Association, set the annual assessment in an amount deemed appropriate and may provide for the payment thereof in monthly or quarterly installments; provided however, that if any periodic payment obligation is not paid on its due date, the full annual amount of the assessment shall be due. The annual assessment amount shall be approved in accordance with §§81-315 and 81-324 of DUCIOA.

Section 5. Unimproved Unit Assessment. Despite any provision of this Declaration to the contrary, any purchaser of an unimproved Unit (including but not limited to a Dealer, as defined in Article I of this Declaration), who does not have a home constructed on said Unit at the time of purchase, shall be subject to a "Unimproved Unit Assessment" in the amount of \$75.00 per year until such time as a Certificate of Occupancy has been issued for a home on the Unit. The Unimproved Unit Assessment hereby imposed shall be in lieu of the regular, annual assessment imposed by this Declaration. All other assessment amounts or charges imposed in accordance with this Declaration or other governing document of the Association shall continue to be the obligation of all Owners, including purchasers of an empty Unit who are subject to an Unimproved Unit Assessment in accordance with this Section 5.

Section 6. Initial Assessment. The Declarant shall establish a working capital fund and reserve fund for the initial and ongoing operation of the Association. To facilitate the establishment of a working capital account and reserve account for the Association, the purchaser of a Unit from the Declarant or any Dealer (as defined in Article I of this Declaration), shall, upon the purchase of a Unit and thereafter by subsequent purchasers of the Unit for value upon settlement of each sale and conveyance of the Unit, pay an initial assessment of Six Hundred Dollars (\$600.00) (the "Initial Assessment") which shall be paid into the Working Capital Account and Reserve Account of the Association as follows:

(a) A Three Hundred Fifty Dollar (\$350.00) portion of the Initial Assessment shall be paid into a working capital account of the Association created by the Declarant for the initial and ongoing operation of the Association; and

(b) A Two Hundred Fifty Dollar (\$250.00) portion of the Initial Assessment shall be paid into a reserve account created by the Declarant as set forth in this Article.

All such working capital funds arising from the foregoing assessments upon each conveyance of a Unit may be used by the Association towards the Common Expenses and to make up any budget deficits subject to the limitations set forth under §81-315(a)(l) of DUCIOA.

Section 7. Special Assessment for Capital Improvements and Operating Reserve. In addition to the annual assessment authorized by Article V, Section 3 of this Declaration, the Association may levy in any assessment year a special assessment (which must be fixed at one uniform rate for each Unit) applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, repair and replacement of the roads and street lighting, and for operating the Common Areas, for

which a reserve fund does not exist or is not adequate. A special assessment shall be approved in accordance with § 81-324 of DUCIOA.

Section 8. Monetary Fines. The Board of Directors has the power and duty to impose monetary fines for violations of this Declaration and/or any other governing document for the Association. Such assessment shall be imposed in the manner set forth in Article IV, Section 2(g) of this Declaration.

Section 9. Date of Commencement; Due Date. The liability of any Owner for annual assessment as to any Unit shall commence on the conveyance of such Unit to such Owner, prorated for the remaining portion of said year. The due date of the annual assessment is set forth in Article V, Section 3 of this Declaration. The due date of any special assessment under Article V, Section 7 of this Declaration shall be fixed in any resolution authorizing such assessment. The due date of any monetary fine shall be established by the Board or its designated committee.

Section 10. Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien; Remedies of the Association. If any assessment or other charge (such as a monetary fine or Deferred Infrastructure Charge described in Article V, Section 14), is not paid on the date when stated to be due in the notice of the assessment or charge, then the assessment shall be deemed delinquent. If the delinquent payment is a periodic payment (i.e. monthly, quarterly, etc.), the entire assessment or charge shall be deemed delinquent, and shall, together with such interest thereon and the cost of collection thereof, including reasonable attorney's fees, as hereinafter provided, continue as a lien on the Unit and any structure built thereon which shall bind such Unit in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. In addition to such lien rights, the obligation of the assessment or charge shall be a personal obligation of the then Owner to pay such assessment or charge; however, the personal

obligation shall not pass to his successors in title (other than as a lien on the land) unless expressly assumed by the successor in title. If the assessment or charge is not paid within thirty (30) days after the delinquency, the assessment or charge shall bear interest from the date of delinquency at the legal interest rate authorized by 6 Del. C. § 2301, as amended, and the Association may bring legal action against the Owner personally obligated to pay the same and/or may enforce or foreclose the lien against the Unit. In the event a judgment is obtained, such judgment shall include interest on the assessment or charge from its due date and reasonable attorney's fees, together with the costs of collection. No Owner of a Unit may waive or otherwise escape liability for an assessment of his or its Unit. The Association reserves the right to suspend the enjoyment rights and privileges of any Member in any easement or Common Area for the period during which any assessment or charge against such Member remains unpaid.

Section 11. Subordination of the Lien to the First Mortgage. A lien for assessments or other charges provided for herein (hereinafter "assessment lien") shall be subordinate to the lien of any first mortgage on the Unit, except as otherwise provided by § 81-316 of DUCIOA. Sale or transfer of any Unit shall not affect the assessment lien. However, sale or transfer of any Unit by foreclosure of any first mortgage or any proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer, except as otherwise provided by § 81-316 of DUCIOA. No sale or transfer shall relieve such Unit from liability for any assessments or other charges thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

(a) All properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; and

- (b) All Common Areas.

Section 13. Declarant's Contribution. Notwithstanding anything herein to the contrary, up until the transfer of 50% of the Units, the Declarant shall contribute to the Association as a Declarant assessment the following:

(a) Annual Assessment. An amount to pay the difference between actual annual assessments paid by Unit Owners and actual expenses of the Association, except that the Declarant shall not be responsible for any portion of the assessment related to the operating reserve fund and/or reserve funds for repair and replacement;

(b) Special Assessment. An amount per Unit owned by the Declarant or any Dealer equal to the uniform rate for each Unit as established by a special assessment imposed under Article V, Section 7 of this Declaration.

Section 14. Declaration of Deferred Infrastructure Charges for Public Improvements Including But not Limited to Water and Sewer and Roads. In addition to the assessments described above, the Unit Owners are subject to Infrastructure Charges pursuant to that certain DECLARATION OF INFRASTRUCTURE CHARGES FOR PUBLIC IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO WATER AND SEWER AND ROADS (Milford Ponds) ("Declaration of Deferred Infrastructure Charges") (attached as Exhibit "D") that was recorded in the Recorder's Office in Book 4740, Page 1 *et seq.*, and prior to the recordation of this Declaration. The Infrastructure Charges are intended to cover or defray costs related to construction and installation of certain water and sewer systems and public roads and other public improvements that shall be located within and serve the Community. By acceptance of a deed, each Unit Owner, pursuant to the Declaration of Infrastructure Charges, agrees to pay for such annual deferred Infrastructure Charges to the Milford Ponds Utility Group, LLC, or its successor, for a period of

thirty (30) years in accordance with the terms and conditions of the Declaration of Deferred Infrastructure Charges. Such Infrastructure Charges shall be collected by the Association as a charge to be paid concurrently with the Association's Assessment, but shall not constitute property of the Association and shall be paid to MILFORD PONDS UTILITY GROUP, LLC, a Delaware limited liability company. The Association shall not be liable to Milford Ponds Utility Group, LLC for any Owner's failure to pay Infrastructure Charges. Owners shall be liable to Milford Ponds Utility Group, LLC, for costs, including reasonable attorney's fees or other reasonable expenses, incurred by Milford Ponds Utility Group, LLC in connection with the enforcement of payments for the Deferred Infrastructure Charges.

ARTICLE VI

RESTRICTIVE AND PROTECTIVE COVENANTS

Section 1. Utility Easements.

(a) The Declarant, its successors and assigns, and the Association hereby reserve the right to grant easements over, under, on and through the Common Areas, all roads, and the designated areas of the Units as shown on the Record Plot for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation, inspection of sewer, water drainage, electric, gas, television, telephone, and cable telephone and television facilities and wires, lines, conduits and other necessary and proper attachments in connection therewith, for the benefit of the Property, the Declarant, any federal, state or local authority, commission or agency having jurisdiction thereover, or any corporation, either public, quasi-public or private, supplying or serving the Property.

(b) The Declarant reserves unto itself, its successors and assigns, a ten foot (10') drainage and/or sidewalk and/or utility easement from the right-of-way in the front yard

and/or rear yard of all Units and centered on all side and rear Unit lines. Declarant further reserves a ten foot (10') drainage and/or utility easement along the interior side of all perimeter boundary lines.

Section 2. Residential Use. All Units in the Property shall be used for residential purposes exclusively except to the extent provided with respect to the Special Declarant Rights and as described in Article VI Section 5. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain upon any such Unit other than one (1) detached single family dwelling with attached garage building (hereinafter sometimes referred to as the main dwelling) and structures allowed pursuant to the Special Declarant Rights. Accessory buildings of any and every kind shall not be permitted on any Unit. The use of a main dwelling shall not include any activity normally conducted as a business except pursuant to the Special Declarant Rights and as described in Article VI, Section 5. All improvements other than those constructed by a Dealer or Declarant shall be in conformity with the Milford Ponds Architectural Guidelines attached hereto as Exhibit "C" and incorporated herein by reference. Notwithstanding the other provisions of this Section 2, certain areas as shown on the Record Plot may be conveyed to the Association for the recreational general Common Area, and such may be improved by tennis courts, an in-ground swimming pool, and structures related to the use and enjoyment of such recreational facilities. Satellite antennas are allowed provided that they are no larger than twenty-four (24) inches in diameter and are located behind the apex line of the roof of the main dwelling.

Section 3. Restrictions as to Trailers and Modulares. No trailer, mobile home, double wide or similar type structure which moves to a building site on wheels attached to its own undercarriage or by trailer, tent, shack, garage, bam or other type of outbuilding, shall at any time be used as a residence, temporarily or permanently. No trailer, mobile home, double wide, tent,

shack, garage, or bam shall be utilized as a main or single dwelling unit on any Unit in the Property. A modular home, manufactured home, sectional home or pre-fabricated home may be permitted, but only as/if approved by the Milford Ponds Architectural Review Committee (hereinafter "MPARC"). Portions of homes that are pre-fabricated, such as roof truss assemblies, shall not be deemed to constitute or establish a pre-fabricated home. Notwithstanding the above restrictions, boat trailers for boats less than thirty feet (30') long shall be permitted, but only for a period not to exceed seven (7) days, provided that the boat trailer is located in the driveway. Under no circumstances shall boat trailers for boats thirty feet (30') long or greater be permitted. Under no circumstances shall boat trailers of any type or size be parked on the street or any other Common Area in Milford Ponds.

Section 4. Restrictions Against Business Use and Use Before Completion. Except as permitted pursuant to the Special Declarant Rights, no Unit within the Property shall be used at any time to conduct business, or for the conduct on said Unit of any trade or business of any description except as described in Article VI Section 5. No building shall be used as a residence until the exterior is fully completed, according to the plans and specifications approved therefor if required, as such approval is hereinafter provided. No one shall reside on any Unit, casually, temporarily or permanently, except in a dwelling house completed according to the plans and specifications approved as hereinafter provided.

Section 5. The use of a dwelling unit for a "no-impact home-based business" shall be permitted, subject to the following:

(a) A "no-impact home-based business" is, for purposes of this Declaration, defined as a business that may be maintained within a Unit, provided that (i) such maintenance and use is limited to the person actually residing in such Unit; (ii) no employees or staff other than

a person actually residing in such Unit are utilized; (iii) no clients or customers of such business visit such Unit; (iv) the number of persons, other than clients or customers, that shall visit such business and the frequency of such visits shall be kept to a reasonable minimum, as determined in the sole discretion of the Board; (v) such maintenance and use is in strict conformity with the provisions of any applicable laws and regulations; (vi) such business uses no equipment or process that creates noise, vibration, glare, fumes, odors, or electrical or electronic interference detectable by neighbors and does not cause an increase of Common Expenses that can be solely and directly attributable to the business; and (vii) such business does not involve the use, storage or disposal of any materials that the United States Secretary of Transportation or the State of Delaware, Sussex County or any local governing body designates as hazardous material. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Declarant from using any portion of the Property or the Project, or any improvements thereon, for storage, promotional or display purposes, as "model homes", as sale and/or construction offices, or the like.

(b) Before any no-impact home-based business may be operated within a dwelling Unit, the Owner and/or resident of such dwelling Unit shall notify the Association, in writing, at least sixty (60) days prior to the date desired to commence operations of the no-impact home-based business. The notice to the Association shall include, at a minimum, a description of the no-impact home-based business to be conducted and a certification to the Association that all applicable licenses and governmental approvals for the no-impact home-based business will be obtained prior to the commencement of the no-impact home-based business. All applicable licenses and governmental approvals for the no-impact home-based business shall have been obtained prior to the commencement of the business. No employees or staff other than persons actually residing in the Unit may be utilized in connection with the business. The business must

be operated in strict conformity with the provisions of any applicable laws. Such no-impact home-based business shall not involve any visitation of the Unit or dwelling Unit whatsoever by clients, customers or suppliers, or door-to-door solicitation of the residents of Milford Ponds.

Section 6. Rental Restrictions. The rental of property in Milford Ponds shall be permitted, but shall be restricted to single family rentals only and shall be for an initial term of at least one (1) year. No Owner or other party (including without limitation any Mortgagee under a Mortgage) shall rent any Unit for transient or hotel purposes, or for a term of less than one (1) year. If, upon expiration of the initial one (1) year term, a lease shall continue thereafter on a monthly basis as permitted by Delaware law, such a continuation of the lease shall be permitted hereunder. All lease agreements must be in writing and must be for the entire dwelling and the entire Unit. Notwithstanding the foregoing, if any provision of this Article VI, Section 6 is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in Chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing") such provision shall not apply to any Unit that is encumbered by DVA Financing or owned by the Department of Veteran Affairs.

Section 7. Architectural Review Committee Approval of Building Plans.

(a) In order to insure the development and maintenance of Milford Ponds as a residential development of high standards, there shall be a three (3) member Milford Ponds Architectural Review Committee ("MPARC"). The initial members shall be appointed by the Declarant and shall serve until such time as they may resign (in which case their successors may be appointed by Declarant if such resignation occurs during the Declarant Control Period) or their successors are designated by the Association. The MPARC is vested with the power to control all buildings, structures, improvements and landscaping to be placed upon any Unit within Milford

Ponds. The MPARC may retain an architect to assist the MPARC in its responsibilities.

(b) The MPARC may charge a reasonable review fee, which may include, but not be limited to architectural review fees incurred by the MPARC, in connection with any application submitted for review pursuant to this Section 7.

(c) No building, structure, fence, wall or other erection shall be commenced, erected, maintained or used, nor shall any addition to or change or alterations therein, or in the use thereof, be made upon any of the Units which are the subject matter of this Declaration by an Owner other than a Dealer, no matter for what purpose or use, until complete and comprehensive plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior architectural scheme, location and frontage on the Unit, approximate cost of such building, structure or other erection, the grading and landscaping of the Unit to be built upon or improved, the location of the driveway and the type of driveway material, and such other required information shall be submitted to and approved in writing by the Declarant or its successors. The plans shall be submitted to the MPARC for approval. A copy of all such plans and specifications, finally approved as aforesaid, shall be lodged permanently with the said MPARC, or its successors; provided, however, that nothing herein shall require the aforesaid approval as to interior decorations, alterations or changes.

(d) The MPARC or its successors shall have the right to refuse to approve any such plans or specifications, grading or landscaping plans or changes, which are not suitable or desirable in the sole discretion of the MPARC, or its successors, for purely aesthetic or other reasons; and in passing on such plans, the MPARC shall take into consideration the suitability of the proposed building or other improvements or erections and/or the materials of which the building or other improvements or erections are to be built, and the site upon which it is proposed

to be built, the harmony thereof with the surrounding Units and/or Common Areas, and the effect of such improvements, additions, alterations or changes used, as planned, on the adjacent or neighboring property, and any and all factors which in its opinion, would affect the desirability or suitability of such proposed improvements, erections, alterations or changes.

(e) In addition to the powers stated above, the MPARC shall administer and enforce the Milford Ponds Architectural Guidelines, which is a document containing information regarding the review procedures and design requirements for all Units in Milford Ponds. A copy of the Milford Ponds Architectural Guidelines is attached hereto as Exhibit "C" and incorporated herein by reference. Each Unit purchaser except any Dealer shall receive a copy of the Milford Ponds Architectural Guidelines at the time of purchase and agrees to be bound by said standards and any changes thereto. The Declarant may amend or modify the Milford Ponds Architectural Guidelines in its sole discretion, at any time during the Declarant Control Period. After the Declarant establishes the Association, the Milford Ponds Architectural Guidelines may be amended or modified by a vote of two-thirds (2/3) of the members of the Association. Any amendments or modifications of the Milford Ponds Architectural Guidelines shall be sent to each Unit Owner within thirty (30) days of approval.

(f) The MPARC, the Association, and the Declarant shall have the right to enforce the provisions of this section and the requirements of the Milford Ponds Architectural Guidelines against any person or persons violating or attempting to violate said requirements by appropriate legal action.

Section 8. Resubdivision. No Unit shall be resubdivided, sold or otherwise alienated in a lessor or smaller parcel.

Section 9. Sanitation. Public sewer and water shall be available to each Unit. No

individual wastewater disposal systems or wells shall be allowed. All user fees shall be the sole and exclusive expenses of the Owner of said Unit.

Section 10. Signs and Advertising Regulated. No signs, notice or advertising matter of any nature and description shall be erected, used or permitted upon any of the Units, except after securing the written permission of the Declarant and/or the Association or its successors or assigns, except pursuant to the Special Declarant Rights.

Section 11. Setback Restrictions - Height Limitation.

(a) No building or improvement of any kind shall be erected on any Unit, nearer than twenty-five (25) feet to the front Unit line.

(b) Each side yard setback line of any Unit shall be ten (10) feet from the respective side lines of such Unit.

(c) In the case of a single ownership of more than one (1) Unit which are contiguous, the foregoing side setback lines shall apply to the parcel owned as a whole if the Owner or occupier thereof makes use of the same thereof as a whole.

(d) No main dwelling shall be erected on any Unit nearer than ten (10) feet to the rear line.

(e) The height of any building shall be as determined pursuant to the Sussex County Zoning Ordinance.

(f) Specific building envelopes have been identified, per Unit, by the Declarant Pursuant to the Record Plot and shall take precedence over any/all other setback requirements, subject to local building codes.

Section 12. Garbage Receptacles. Each Unit shall provide receptacles for garbage in a screened area not generally visible from any interior road.

Section 13. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view; but some may be installed within the main dwelling or buried underground or properly screened from view, in accordance with the Milford Ponds Architectural Guidelines.

Section 14. Construction and Demolition. Once construction or demolition of any building has been commenced on any Unit, such construction or demolition shall proceed without delay until the same is completed, including the driveway, except where such completion is impossible or results in great hardship to the Owner or builder due to strikes, fires, national emergencies or national calamities. Cessation of work upon the construction or demolition of any building once started and before completion thereof for a continuous period of sixty (60) days by any Owner or Dealer shall be prima facie evidence of an attempt to abandon the same in its partially completed or demolished state and shall be deemed to be a public nuisance. There is no time limit for which construction must commence upon the purchase of any Unit.

Section 15. Fences. No fence whatsoever shall be erected or allowed to remain on any Unit, except as provided in the Milford Ponds Architectural Guidelines.

Section 16. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds upon a Unit (except in the course of construction thereon) which shall tend to substantially decrease the beauty of the Property as a whole, or the beauty of the specific area. No noxious or offensive activity shall be permitted upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance of the Property. Yard sales are prohibited. There shall not be maintained upon any Unit any plant, animal, device or thing of any sort, the normal activities of which is in any way noxious, dangerous, unsightly, unpleasant or of such a nature as may diminish or destroy the enjoyment of the Property. Specifically included under this section is the prohibition

against any livestock being kept on any Units. The keeping of any nondomestic animals shall be deemed a nuisance per se under this section; but the keeping of domestic cats and dogs, or other traditional household pets, unless the activity of such pets is in any way noxious, dangerous, unsightly or unpleasant, shall not be prohibited under this section. No disabled vehicle will be allowed to remain in view as a nuisance, nor shall any unlicensed vehicle be allowed to remain, more than a reasonable period of time not to exceed fifteen (15) days. No trucks, campers, motor homes, dump trucks or vehicles in excess of eight thousand (8,000) pounds gross vehicle weight shall be permitted on any Unit, roadway or Common Area, except in connection with the construction, maintenance and repair of residences and Common Areas within the Property.

Section 17. Landscaping.

(a) No landscaping, shrubs or trees to be placed on any Unit in conjunction with the erection of any main dwelling shall be planted, except by a Dealer, until complete and comprehensive landscaping plans shall be submitted to and approved in writing by the MPARC. The land area not occupied by structures, hard surfacing, vehicular driveways or pedestrian paths shall be kept planted with grass, trees or shrubs or other ground covering or landscaping in conformance with the requirements set by the Milford Ponds Architectural Guidelines. Although Dealers shall not be required to submit a landscaping plan to and receive the approval of the MPARC, Dealers shall be required to submit a landscaping plan to and receive the approval of the Declarant prior to the placement of any landscaping, shrubs or trees on any Unit.

(b) The landscaping, maintenance, and upkeep of individual Units shall be the sole responsibility of the individual Owners thereof, and in no way shall it be the responsibility of the Association, its agents, subagents, officers or directors. Owners shall maintain their landscaping and any and all appearances thereto, in good order at all times. Each Owner shall be

obligated to maintain yard landscaping and or any landscaping enclosed by fencing in a healthy and attractive state and in a manner comparable to that on other Units in Milford Ponds. After notice to an Owner from the Association of such Owner's failure to so maintain his landscaping, the Association, at its sole discretion, shall have the right, through its agents and employees to enter upon any Unit which has been found to violate the foregoing standards in order to repair, maintain, and/or restore the landscaping to such standards. The cost of such work shall be a special assessment on such Owner and his Unit only, and the provisions of this Declaration regarding collection of assessments shall apply hereto. Prior to turnover to the Association, Declarant shall have the same authority and rights of enforcement provided the Association in this section.

(c) Each Owner shall be responsible for the maintenance and repair of the irrigation system (if any) located on the Owner's Unit.

Section 18. Weeds. No noxious weeds or accumulated trash of any kind shall be permitted to grow or be maintained upon any Unit by the Owner or occupier thereof, except construction materials and debris of a Dealer. The Association or its successors and assigns may first notify the Owner or occupier to cut and/or remove any such offending growth or trash within thirty (30) days from the giving of such notice. Any such notice must be in writing. If the Owner or occupier shall fail or neglect to comply with any such notice, then and in such an event, the Association or its successors shall be empowered to enter upon any such Unit, together with such assistance and equipment as may be required, and thereupon to cut and/or remove the same, all without being deemed a trespass and all at the expense of the Owner of the Unit. This covenant shall not be construed as an obligation on the part of the Association or its successors to provide garbage or trash removal services.

Section 19. Square Footage. The square footage of all improvements on any Unit shall

be in accordance with the Milford Ponds Architectural Guidelines, but in no case shall the under roof heated interior space, exclusive of porches and decks, garage or similar non-year-round heated space, but inclusive of heated basement space, be less than one thousand (1,000) square feet.

Section 20. Driveways and Parking Spaces. Each Unit shall provide for outside parking for two (2) automobiles on site and off all roadways. Parking on community roadways shall be permitted on a temporary basis only, for a period not to exceed forty-eight (48) hours. Long term and/or regular parking on community roadways is strictly prohibited. Vehicles parked in violation of this Section 20 or any other provision of this Declaration or other governing document of the Association may be towed by the Association at the vehicle owner's expense. Any and all towing expenses incurred by the Association shall be collectible in the same manner as assessments hereunder.

Section 21. Snow Removal. Unit owners are responsible for clearing snow and ice from the driveway serving their home, the lead walkway (including steps) to their home and for clearing any sidewalks fronting and bordering their home. Unit owners have the responsibility to promptly remove snow and ice from the aforementioned locations once a storm has concluded.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration and Amendment. The easements, covenants, conditions, restrictions, and reservations of this Declaration run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, as the case may be, in perpetuity. Subject, however, to the provision that the Association or its successors, by and with the vote or written consent of fifty-one percent (51%) of the votes of the membership, shall

have the power to waive, abandon, terminate, modify, alter, change, amend, eliminate or add to these easements, covenants, conditions, restrictions, and reservations and this Declaration at any time hereafter. Any such waiver, abandonment, termination, modification, alteration, change, amendment, elimination or addition shall take effect when a copy thereof, executed and acknowledged by the Association or its successors in accord with the usual form of execution and acknowledgment of deeds, together with the written consents of the requisite number of Members or together with a certificate by the Association verified under oath by the President thereof, or in the case of his/her absence or inability, by any Vice President thereof, setting forth the time, manner and result of the taking of the vote of the members, has been filed for record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, and the same shall thereafter remain in effect in perpetuity unless otherwise provided. No action to challenge the validity of an amendment adopted by the Association may be brought more than 1 year after the amendment is recorded (see § 81-217 (b) of DUCIOA).

Section 2. Remedies. The Declarant, the Association, or any Owner, shall have the right to enforce this Declaration and any easement, covenant, condition, restriction, and/or reservation contained herein by any proceeding at law or in equity, against any person or persons violating or attempting to violate any provision of this Declaration or any easement, covenant, condition, restriction, and/or reservation contained herein, to restrain violation, to require specific performance, and/or to recover damages, and to proceed against any Unit to enforce any lien created by this Declaration. The expense and cost in enforcement by the Association shall be chargeable to the Owner of the Unit, including the costs of reasonable attorney's fees. In the event any legal action is taken by the Association, such fees, approved by a court of competent jurisdiction, shall constitute a lien on the Unit, collectible in the same manner as assessments

hereunder.

Section 3. Assignability. The Declarant, its successors and assigns, shall at all times have the right to fully transfer and assign any or all of its rights and powers under this Declaration, subject to the Declarant's obligations hereunder.

Section 4. Nonwaiver. Failure of the Declarant or any Owner, or their respective legal representatives, heirs, successors and assigns, to enforce any easement, covenant, condition, restriction, and/or reservation contained in this Declaration shall in no event be considered a waiver of the right to do so thereafter to the same violation or breach or as to such violation or breach occurring prior or subsequent thereto.

Section 5. Construction and Interpretation. The Association, to the extent provided herein, may adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and the enforcement of the provisions of this Declaration, the Milford Ponds Architectural Guidelines and/or any other governing document for the Association, all of which are incorporated herein by reference. In so adopting and promulgating such rules and regulations and in making any finding, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interest of the Owners to the end that the Property shall be preserved and maintained as a viable community.

Section 6. Severability. All the covenants, conditions, restrictions, and reservations contained in this Declaration are hereby declared to be severable, and a finding by any court of competent jurisdiction that any of them or any clause or phrase thereof is void, unlawful or unenforceable, shall not affect the validity or enforceability of any other covenants, conditions, restrictions, reservations or clause or phrase thereof.

Section 7. Non-liability. Nothing contained in this Declaration shall be construed in any manner as to impose upon the Association, the Declarant, a Dealer, or their successors or assigns, any liability whatsoever for property damage and/or personal injury occurring to any person or persons whomsoever resulting from the use of any Common Areas, including, not limited to roads, recreational facilities and/or adjacent stormwater ponds, and/or from the use of any Unit or parcel included in Exhibit "A" attached hereto and/or the Record Plot. Any and all persons using any such Common Areas, Unit, other parcel of land, or any of them, shall do so at their own risk and without any liability whatsoever on the part of the Association, the Declarant, any Dealer, or their respective successors or assigns, as the case may be.

Section 8. Agricultural Uses Notice. This property is located in the vicinity of land used primarily for agricultural purposes on which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future involve noise, dust, manure and other odors, the use of agricultural chemicals and nighttime farm operations. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities.

Section 9. Wetlands Notice. This site contains regulated wetlands. Activities within these wetlands may require a permit from the U.S. Army Corps of Engineers and/or the State of Delaware.

Section 10. Hunting Activities Nearby Notice. This property is located in the vicinity of and nearby land used for hunting activities.

Section 11. Amendments to Declaration by Declarant. During the Declarant Control Period, this Declaration may be amended in the sole discretion of the Declarant by the recordation

of an Amendment to the Declaration with the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware.

Section 12. Party Walls. The rights and duties of the Owners of Units with respect to party walls shall be governed by the following:

a) General Rules of Law to Apply. Each wall which is constructed as a part of the original construction on the Property and any part of which is placed on the dividing line between separate Units, shall constitute a party wall, and with respect to such wall, each of the adjoining Owners shall assume the burdens and be subject to an easement for that portion of a party wall on his Unit, and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

b) Sharing or Repair and Maintenance and Destruction by Fire and Other Casualty. If any such party wall is damaged or destroyed by fire or other casualty or by some cause other than the act of one of the adjoining Owners, his agents, or family (including ordinary wear and tear and deterioration from lapse of time) then, in such event, both such adjoining Owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed, in proportion to their respective use of the party wall.

c) Repairs Necessitated by Act of One Owner. If any such party wall is damaged or destroyed through the act of one adjoining Owner or any of his agents or guests or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly existed, without cost to the adjoining Owner.

d) Other Changes. In addition to meeting the other requirements of these restrictive covenants, and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Dwelling Unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner.

e) Right to Contribute Runs With Land. The right of any Owner to contribution from any other Owner under this Section 12 shall be appurtenant to the land and shall pass to such Owner's successors in title.

f) Dispute. In the event of a dispute between Owners with respect to the repair or rebuilding of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute, and the decision of such Board of Directors shall be final and conclusive upon the parties. In the event the affected Owners are subject to a Sub-association, the Board of Directors may delegate its duties and authority with respect to this Article to such Sub-association.

Association, Inc., dated this 6th day of April, 2018.

A Delaware limited liability company

Witness

JOEL SENS, Member

Witness

CHRIS KALIL, Member

) SS.

liability company, who acknowledged that the foregoing Amendment to Declaration is the true act and deed of said limited liability company.

GIVEN under my hand and seal of office the day and year first above written.

DAVID C. HUTT, ESQ.
Notarial Officer pursuant to
29 Del. Code Sect. 4323
ATTORNEY AT LAW
Delaware

My Commission Expires.

IN WITNESS WHEREOF, NVR, Inc., a Delaware Corporation, hereby consents to this
Second Amended and Restated Community Constitution (Covenants, Conditions, Easements and
Restrictions) For Milford Ponds Property Owners Association, Inc., dated this 15 day of
March, 2018.

SIGNED IN THE PRESENCE OF:

Witness

Witness

NVR, Inc.
A Delaware Corporation

By: Michael O. Schaeffer

By: Kase J. Andrus

STATE OF DELAWARE)
) SS.
SUSSEX COUNTY)

BE IT REMEMBERED, that on this 15 day of March, 2018, personally appeared before me, the subscriber, a Notary Public for the State and County aforesaid, Michael Schaffner and _____, Officers of NVR, Inc. a Delaware Corporation, who acknowledged that the foregoing Amendment to Declaration is the true act and deed of said Corporation.

GIVEN under my hand and seal of office the day and year first above written.

Heiter Hurd
Notary Public

My Commission Expires: Kristen Keri Hyland
Notary Public
State of Delaware
My Commission
Expires 6-30-2021

Exhibit "A"**Tax Parcel Numbers:**

| | | | |
|---|------|------|--------|
| Resort Clubhouse in Milford Ponds | 1.30 | 6.00 | 108.00 |
| SWM/of Road 213 & 50'NW/Flying Geese Road, Parcel A | 1.30 | 6.00 | 264.00 |
| Passive Areas & SWM Areas, Phase 2 | 1.30 | 6.00 | 264.01 |
| Milford Ponds Lot 583 - Pump Station | 1.30 | 6.00 | 557.00 |
| Milford Ponds Open Space, SWM Area, Wetlands | 1.30 | 6.00 | 558.00 |

| | | | | | |
|---------------|-----|----|------|------|--------|
| Milford Ponds | Lot | 1 | 1.30 | 6.00 | 167.00 |
| Milford Ponds | Lot | 2 | 1.30 | 6.00 | 168.00 |
| Milford Ponds | Lot | 3 | 1.30 | 6.00 | 169.00 |
| Milford Ponds | Lot | 4 | 1.30 | 6.00 | 170.00 |
| Milford Ponds | Lot | 5 | 1.30 | 6.00 | 171.00 |
| Milford Ponds | Lot | 6 | 1.30 | 6.00 | 172.00 |
| Milford Ponds | Lot | 7 | 1.30 | 6.00 | 173.00 |
| Milford Ponds | Lot | 8 | 1.30 | 6.00 | 174.00 |
| Milford Ponds | Lot | 9 | 1.30 | 6.00 | 175.00 |
| Milford Ponds | Lot | 10 | 1.30 | 6.00 | 176.00 |
| Milford Ponds | Lot | 11 | 1.30 | 6.00 | 177.00 |
| Milford Ponds | Lot | 12 | 1.30 | 6.00 | 178.00 |
| Milford Ponds | Lot | 13 | 1.30 | 6.00 | 179.00 |
| Milford Ponds | Lot | 14 | 1.30 | 6.00 | 180.00 |
| Milford Ponds | Lot | 15 | 1.30 | 6.00 | 181.00 |
| Milford Ponds | Lot | 16 | 1.30 | 6.00 | 182.00 |
| Milford Ponds | Lot | 17 | 1.30 | 6.00 | 183.00 |
| Milford Ponds | Lot | 18 | 1.30 | 6.00 | 184.00 |
| Milford Ponds | Lot | 19 | 1.30 | 6.00 | 185.00 |
| Milford Ponds | Lot | 20 | 1.30 | 6.00 | 186.00 |
| Milford Ponds | Lot | 21 | 1.30 | 6.00 | 187.00 |
| Milford Ponds | Lot | 22 | 1.30 | 6.00 | 188.00 |
| Milford Ponds | Lot | 23 | 1.30 | 6.00 | 189.00 |
| Milford Ponds | Lot | 24 | 1.30 | 6.00 | 190.00 |
| Milford Ponds | Lot | 25 | 1.30 | 6.00 | 191.00 |
| Milford Ponds | Lot | 26 | 1.30 | 6.00 | 192.00 |
| Milford Ponds | Lot | 27 | 1.30 | 6.00 | 193.00 |
| Milford Ponds | Lot | 28 | 1.30 | 6.00 | 194.00 |
| Milford Ponds | Lot | 29 | 1.30 | 6.00 | 195.00 |
| Milford Ponds | Lot | 30 | 1.30 | 6.00 | 196.00 |
| Milford Ponds | Lot | 31 | 1.30 | 6.00 | 197.00 |
| Milford Ponds | Lot | 32 | 1.30 | 6.00 | 198.00 |
| Milford Ponds | Lot | 33 | 1.30 | 6.00 | 199.00 |
| Milford Ponds | Lot | 34 | 1.30 | 6.00 | 200.00 |
| Milford Ponds | Lot | 35 | 1.30 | 6.00 | 201.00 |
| Milford Ponds | Lot | 36 | 1.30 | 6.00 | 202.00 |
| Milford Ponds | Lot | 37 | 1.30 | 6.00 | 203.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 38 | 1.30 | 6.00 | 204.00 |
| Milford Ponds | Lot | 39 | 1.30 | 6.00 | 205.00 |
| Milford Ponds | Lot | 40 | 1.30 | 6.00 | 206.00 |
| Milford Ponds | Lot | 41 | 1.30 | 6.00 | 207.00 |
| Milford Ponds | Lot | 42 | 1.30 | 6.00 | 208.00 |
| Milford Ponds | Lot | 43 | 1.30 | 6.00 | 209.00 |
| Milford Ponds | Lot | 44 | 1.30 | 6.00 | 210.00 |
| Milford Ponds | Lot | 45 | 1.30 | 6.00 | 211.00 |
| Milford Ponds | Lot | 46 | 1.30 | 6.00 | 212.00 |
| Milford Ponds | Lot | 47 | 1.30 | 6.00 | 213.00 |
| Milford Ponds | Lot | 48 | 1.30 | 6.00 | 214.00 |
| Milford Ponds | Lot | 49 | 1.30 | 6.00 | 215.00 |
| Milford Ponds | Lot | 50 | 1.30 | 6.00 | 216.00 |
| Milford Ponds | Lot | 51 | 1.30 | 6.00 | 217.00 |
| Milford Ponds | Lot | 52 | 1.30 | 6.00 | 218.00 |
| Milford Ponds | Lot | 53 | 1.30 | 6.00 | 219.00 |
| Milford Ponds | Lot | 54 | 1.30 | 6.00 | 220.00 |
| Milford Ponds | Lot | 55 | 1.30 | 6.00 | 221.00 |
| Milford Ponds | Lot | 56 | 1.30 | 6.00 | 222.00 |
| Milford Ponds | Lot | 57 | 1.30 | 6.00 | 223.00 |
| Milford Ponds | Lot | 58 | 1.30 | 6.00 | 224.00 |
| Milford Ponds | Lot | 59 | 1.30 | 6.00 | 225.00 |
| Milford Ponds | Lot | 60 | 1.30 | 6.00 | 226.00 |
| Milford Ponds | Lot | 61 | 1.30 | 6.00 | 227.00 |
| Milford Ponds | Lot | 62 | 1.30 | 6.00 | 228.00 |
| Milford Ponds | Lot | 63 | 1.30 | 6.00 | 229.00 |
| Milford Ponds | Lot | 64 | 1.30 | 6.00 | 230.00 |
| Milford Ponds | Lot | 65 | 1.30 | 6.00 | 231.00 |
| Milford Ponds | Lot | 66 | 1.30 | 6.00 | 232.00 |
| Milford Ponds | Lot | 67 | 1.30 | 6.00 | 233.00 |
| Milford Ponds | Lot | 68 | 1.30 | 6.00 | 234.00 |
| Milford Ponds | Lot | 69 | 1.30 | 6.00 | 235.00 |
| Milford Ponds | Lot | 70 | 1.30 | 6.00 | 236.00 |
| Milford Ponds | Lot | 71 | 1.30 | 6.00 | 237.00 |
| Milford Ponds | Lot | 72 | 1.30 | 6.00 | 238.00 |
| Milford Ponds | Lot | 73 | 1.30 | 6.00 | 239.00 |
| Milford Ponds | Lot | 74 | 1.30 | 6.00 | 240.00 |
| Milford Ponds | Lot | 75 | 1.30 | 6.00 | 241.00 |
| Milford Ponds | Lot | 76 | 1.30 | 6.00 | 242.00 |
| Milford Ponds | Lot | 77 | 1.30 | 6.00 | 243.00 |
| Milford Ponds | Lot | 150 | 1.30 | 6.00 | 244.00 |
| Milford Ponds | Lot | 151 | 1.30 | 6.00 | 245.00 |
| Milford Ponds | Lot | 152 | 1.30 | 6.00 | 246.00 |
| Milford Ponds | Lot | 153 | 1.30 | 6.00 | 247.00 |
| Milford Ponds | Lot | 154 | 1.30 | 6.00 | 248.00 |
| Milford Ponds | Lot | 155 | 1.30 | 6.00 | 249.00 |

| | | | | | |
|-----------------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 156 | 1.30 | 6.00 | 250.00 |
| Milford Ponds | Lot | 157 | 1.30 | 6.00 | 251.00 |
| Milford Ponds | Lot | 158 | 1.30 | 6.00 | 252.00 |
| Milford Ponds | Lot | 159 | 1.30 | 6.00 | 253.00 |
| Milford Ponds | Lot | 160 | 1.30 | 6.00 | 254.00 |
| Milford Ponds | Lot | 161 | 1.30 | 6.00 | 255.00 |
| Milford Ponds | Lot | 162 | 1.30 | 6.00 | 256.00 |
| Milford Ponds | Lot | 163 | 1.30 | 6.00 | 257.00 |
| Milford Ponds | Lot | 164 | 1.30 | 6.00 | 258.00 |
| Milford Ponds | Lot | 165 | 1.30 | 6.00 | 259.00 |
| Milford Ponds | Lot | 166 | 1.30 | 6.00 | 260.00 |
| Milford Ponds | Lot | 167 | 1.30 | 6.00 | 261.00 |
| Milford Ponds | Lot | 168 | 1.30 | 6.00 | 262.00 |
| Milford Ponds | Lot | 169 | 1.30 | 6.00 | 263.00 |
| Milford Ponds | Lot | 170 | 1.30 | 6.00 | 264.00 |
| Milford Ponds | Lot | 171 | 1.30 | 6.00 | 265.00 |
| Milford Ponds | Lot | 172 | 1.30 | 6.00 | 266.00 |
| Milford Ponds | Lot | 173 | 1.30 | 6.00 | 267.00 |
| Milford Ponds | Lot | 174 | 1.30 | 6.00 | 268.00 |
| Milford Ponds | Lot | 175 | 1.30 | 6.00 | 269.00 |
| Milford Ponds | Lot | 176 | 1.30 | 6.00 | 270.00 |
| Milford Ponds | Lot | 177 | 1.30 | 6.00 | 271.00 |
| Milford Ponds | Lot | 178 | 1.30 | 6.00 | 272.00 |
| Milford Ponds Phase 2 | Lot | 179 | 1.30 | 6.00 | 600.00 |
| Milford Ponds Phase 2 | Lot | 180 | 1.30 | 6.00 | 601.00 |
| Milford Ponds Phase 2 | Lot | 181 | 1.30 | 6.00 | 602.00 |
| Milford Ponds Phase 2 | Lot | 182 | 1.30 | 6.00 | 603.00 |
| Milford Ponds Phase 2 | Lot | 183 | 1.30 | 6.00 | 604.00 |
| Milford Ponds Phase 2 | Lot | 184 | 1.30 | 6.00 | 605.00 |
| Milford Ponds Phase 2 | Lot | 185 | 1.30 | 6.00 | 606.00 |
| Milford Ponds Phase 2 | Lot | 186 | 1.30 | 6.00 | 607.00 |
| Milford Ponds Phase 2 | Lot | 187 | 1.30 | 6.00 | 608.00 |
| Milford Ponds Phase 2 | Lot | 188 | 1.30 | 6.00 | 609.00 |
| Milford Ponds Phase 2 | Lot | 189 | 1.30 | 6.00 | 610.00 |
| Milford Ponds Phase 2 | Lot | 190 | 1.30 | 6.00 | 611.00 |
| Milford Ponds Phase 2 | Lot | 191 | 1.30 | 6.00 | 612.00 |
| Milford Ponds Phase 2 | Lot | 192 | 1.30 | 6.00 | 613.00 |
| Milford Ponds Phase 2 | Lot | 193 | 1.30 | 6.00 | 614.00 |
| Milford Ponds Phase 2 | Lot | 194 | 1.30 | 6.00 | 615.00 |
| Milford Ponds Phase 2 | Lot | 195 | 1.30 | 6.00 | 616.00 |
| Milford Ponds Phase 2 | Lot | 196 | 1.30 | 6.00 | 617.00 |
| Milford Ponds Phase 2 | Lot | 197 | 1.30 | 6.00 | 618.00 |
| Milford Ponds Phase 2 | Lot | 198 | 1.30 | 6.00 | 619.00 |
| Milford Ponds Phase 2 | Lot | 199 | 1.30 | 6.00 | 620.00 |
| Milford Ponds Phase 2 | Lot | 200 | 1.30 | 6.00 | 621.00 |
| Milford Ponds Phase 2 | Lot | 201 | 1.30 | 6.00 | 622.00 |

| | | | | | |
|-----------------------|-----|-----|------|------|--------|
| Milford Ponds Phase 2 | Lot | 202 | 1.30 | 6.00 | 623.00 |
| Milford Ponds Phase 2 | Lot | 203 | 1.30 | 6.00 | 624.00 |
| Milford Ponds Phase 2 | Lot | 204 | 1.30 | 6.00 | 625.00 |
| Milford Ponds Phase 2 | Lot | 205 | 1.30 | 6.00 | 626.00 |
| Milford Ponds Phase 2 | Lot | 206 | 1.30 | 6.00 | 627.00 |
| Milford Ponds Phase 2 | Lot | 207 | 1.30 | 6.00 | 628.00 |
| Milford Ponds Phase 2 | Lot | 208 | 1.30 | 6.00 | 629.00 |
| Milford Ponds Phase 2 | Lot | 209 | 1.30 | 6.00 | 630.00 |
| Milford Ponds Phase 2 | Lot | 210 | 1.30 | 6.00 | 631.00 |
| Milford Ponds Phase 2 | Lot | 211 | 1.30 | 6.00 | 632.00 |
| Milford Ponds Phase 2 | Lot | 212 | 1.30 | 6.00 | 633.00 |
| Milford Ponds Phase 2 | Lot | 213 | 1.30 | 6.00 | 634.00 |
| Milford Ponds Phase 2 | Lot | 214 | 1.30 | 6.00 | 635.00 |
| Milford Ponds Phase 2 | Lot | 215 | 1.30 | 6.00 | 636.00 |
| Milford Ponds Phase 2 | Lot | 216 | 1.30 | 6.00 | 637.00 |
| Milford Ponds Phase 2 | Lot | 217 | 1.30 | 6.00 | 638.00 |
| Milford Ponds Phase 2 | Lot | 218 | 1.30 | 6.00 | 639.00 |
| Milford Ponds Phase 2 | Lot | 219 | 1.30 | 6.00 | 640.00 |
| Milford Ponds Phase 2 | Lot | 220 | 1.30 | 6.00 | 641.00 |
| Milford Ponds Phase 2 | Lot | 221 | 1.30 | 6.00 | 642.00 |
| Milford Ponds Phase 2 | Lot | 222 | 1.30 | 6.00 | 643.00 |
| Milford Ponds Phase 2 | Lot | 223 | 1.30 | 6.00 | 644.00 |
| Milford Ponds Phase 2 | Lot | 224 | 1.30 | 6.00 | 645.00 |
| Milford Ponds Phase 2 | Lot | 225 | 1.30 | 6.00 | 646.00 |
| Milford Ponds Phase 2 | Lot | 226 | 1.30 | 6.00 | 647.00 |
| Milford Ponds Phase 2 | Lot | 227 | 1.30 | 6.00 | 648.00 |
| Milford Ponds Phase 2 | Lot | 228 | 1.30 | 6.00 | 649.00 |
| Milford Ponds Phase 2 | Lot | 229 | 1.30 | 6.00 | 650.00 |
| Milford Ponds Phase 2 | Lot | 230 | 1.30 | 6.00 | 651.00 |
| Milford Ponds Phase 2 | Lot | 231 | 1.30 | 6.00 | 652.00 |
| Milford Ponds Phase 2 | Lot | 232 | 1.30 | 6.00 | 653.00 |
| Milford Ponds Phase 2 | Lot | 233 | 1.30 | 6.00 | 654.00 |
| Milford Ponds Phase 2 | Lot | 234 | 1.30 | 6.00 | 655.00 |
| Milford Ponds Phase 2 | Lot | 235 | 1.30 | 6.00 | 656.00 |
| Milford Ponds Phase 2 | Lot | 236 | 1.30 | 6.00 | 657.00 |
| Milford Ponds Phase 2 | Lot | 237 | 1.30 | 6.00 | 658.00 |
| Milford Ponds Phase 2 | Lot | 238 | 1.30 | 6.00 | 659.00 |
| Milford Ponds Phase 2 | Lot | 239 | 1.30 | 6.00 | 660.00 |
| Milford Ponds Phase 2 | Lot | 240 | 1.30 | 6.00 | 661.00 |
| Milford Ponds Phase 2 | Lot | 241 | 1.30 | 6.00 | 662.00 |
| Milford Ponds Phase 2 | Lot | 242 | 1.30 | 6.00 | 663.00 |
| Milford Ponds Phase 2 | Lot | 243 | 1.30 | 6.00 | 664.00 |
| Milford Ponds Phase 2 | Lot | 244 | 1.30 | 6.00 | 665.00 |
| Milford Ponds Phase 2 | Lot | 245 | 1.30 | 6.00 | 666.00 |
| Milford Ponds Phase 2 | Lot | 246 | 1.30 | 6.00 | 667.00 |
| Milford Ponds Phase 2 | Lot | 247 | 1.30 | 6.00 | 668.00 |

| | | | | | |
|-----------------------|-----|-----|------|------|--------|
| Milford Ponds Phase 2 | Lot | 248 | 1.30 | 6.00 | 669.00 |
| Milford Ponds Phase 2 | Lot | 249 | 1.30 | 6.00 | 670.00 |
| Milford Ponds Phase 2 | Lot | 250 | 1.30 | 6.00 | 671.00 |
| Milford Ponds Phase 2 | Lot | 251 | 1.30 | 6.00 | 672.00 |
| Milford Ponds Phase 2 | Lot | 252 | 1.30 | 6.00 | 673.00 |
| Milford Ponds Phase 2 | Lot | 253 | 1.30 | 6.00 | 674.00 |
| Milford Ponds Phase 2 | Lot | 254 | 1.30 | 6.00 | 675.00 |
| Milford Ponds Phase 2 | Lot | 255 | 1.30 | 6.00 | 676.00 |
| Milford Ponds Phase 2 | Lot | 256 | 1.30 | 6.00 | 677.00 |
| Milford Ponds Phase 2 | Lot | 257 | 1.30 | 6.00 | 678.00 |
| Milford Ponds Phase 2 | Lot | 258 | 1.30 | 6.00 | 679.00 |
| Milford Ponds Phase 2 | Lot | 259 | 1.30 | 6.00 | 680.00 |
| Milford Ponds Phase 2 | Lot | 260 | 1.30 | 6.00 | 681.00 |
| Milford Ponds Phase 2 | Lot | 261 | 1.30 | 6.00 | 682.00 |
| Milford Ponds Phase 2 | Lot | 262 | 1.30 | 6.00 | 683.00 |
| Milford Ponds Phase 2 | Lot | 263 | 1.30 | 6.00 | 684.00 |
| Milford Ponds Phase 2 | Lot | 264 | 1.30 | 6.00 | 685.00 |
| Milford Ponds Phase 2 | Lot | 265 | 1.30 | 6.00 | 686.00 |
| Milford Ponds Phase 2 | Lot | 266 | 1.30 | 6.00 | 687.00 |
| Milford Ponds Phase 2 | Lot | 267 | 1.30 | 6.00 | 688.00 |
| Milford Ponds Phase 2 | Lot | 268 | 1.30 | 6.00 | 689.00 |
| Milford Ponds Phase 2 | Lot | 269 | 1.30 | 6.00 | 690.00 |
| Milford Ponds Phase 2 | Lot | 270 | 1.30 | 6.00 | 691.00 |
| Milford Ponds | Lot | 271 | 1.30 | 6.00 | 273.00 |
| Milford Ponds | Lot | 272 | 1.30 | 6.00 | 274.00 |
| Milford Ponds | Lot | 273 | 1.30 | 6.00 | 275.00 |
| Milford Ponds | Lot | 274 | 1.30 | 6.00 | 276.00 |
| Milford Ponds | Lot | 275 | 1.30 | 6.00 | 277.00 |
| Milford Ponds | Lot | 276 | 1.30 | 6.00 | 278.00 |
| Milford Ponds | Lot | 277 | 1.30 | 6.00 | 279.00 |
| Milford Ponds | Lot | 278 | 1.30 | 6.00 | 280.00 |
| Milford Ponds | Lot | 279 | 1.30 | 6.00 | 281.00 |
| Milford Ponds | Lot | 280 | 1.30 | 6.00 | 282.00 |
| Milford Ponds | Lot | 281 | 1.30 | 6.00 | 283.00 |
| Milford Ponds | Lot | 282 | 1.30 | 6.00 | 284.00 |
| Milford Ponds | Lot | 283 | 1.30 | 6.00 | 285.00 |
| Milford Ponds | Lot | 284 | 1.30 | 6.00 | 286.00 |
| Milford Ponds | Lot | 285 | 1.30 | 6.00 | 287.00 |
| Milford Ponds | Lot | 286 | 1.30 | 6.00 | 288.00 |
| Milford Ponds | Lot | 287 | 1.30 | 6.00 | 289.00 |
| Milford Ponds | Lot | 288 | 1.30 | 6.00 | 290.00 |
| Milford Ponds | Lot | 289 | 1.30 | 6.00 | 291.00 |
| Milford Ponds | Lot | 290 | 1.30 | 6.00 | 292.00 |
| Milford Ponds | Lot | 291 | 1.30 | 6.00 | 293.00 |
| Milford Ponds | Lot | 292 | 1.30 | 6.00 | 294.00 |
| Milford Ponds | Lot | 293 | 1.30 | 6.00 | 295.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 294 | 1.30 | 6.00 | 296.00 |
| Milford Ponds | Lot | 295 | 1.30 | 6.00 | 297.00 |
| Milford Ponds | Lot | 296 | 1.30 | 6.00 | 298.00 |
| Milford Ponds | Lot | 297 | 1.30 | 6.00 | 299.00 |
| Milford Ponds | Lot | 298 | 1.30 | 6.00 | 300.00 |
| Milford Ponds | Lot | 299 | 1.30 | 6.00 | 301.00 |
| Milford Ponds | Lot | 300 | 1.30 | 6.00 | 302.00 |
| Milford Ponds | Lot | 301 | 1.30 | 6.00 | 303.00 |
| Milford Ponds | Lot | 302 | 1.30 | 6.00 | 304.00 |
| Milford Ponds | Lot | 303 | 1.30 | 6.00 | 305.00 |
| Milford Ponds | Lot | 304 | 1.30 | 6.00 | 306.00 |
| Milford Ponds | Lot | 305 | 1.30 | 6.00 | 307.00 |
| Milford Ponds | Lot | 306 | 1.30 | 6.00 | 308.00 |
| Milford Ponds | Lot | 307 | 1.30 | 6.00 | 309.00 |
| Milford Ponds | Lot | 308 | 1.30 | 6.00 | 310.00 |
| Milford Ponds | Lot | 309 | 1.30 | 6.00 | 311.00 |
| Milford Ponds | Lot | 310 | 1.30 | 6.00 | 312.00 |
| Milford Ponds | Lot | 311 | 1.30 | 6.00 | 313.00 |
| Milford Ponds | Lot | 312 | 1.30 | 6.00 | 314.00 |
| Milford Ponds | Lot | 313 | 1.30 | 6.00 | 315.00 |
| Milford Ponds | Lot | 314 | 1.30 | 6.00 | 316.00 |
| Milford Ponds | Lot | 315 | 1.30 | 6.00 | 317.00 |
| Milford Ponds | Lot | 316 | 1.30 | 6.00 | 318.00 |
| Milford Ponds | Lot | 317 | 1.30 | 6.00 | 319.00 |
| Milford Ponds | Lot | 318 | 1.30 | 6.00 | 320.00 |
| Milford Ponds | Lot | 319 | 1.30 | 6.00 | 321.00 |
| Milford Ponds | Lot | 320 | 1.30 | 6.00 | 322.00 |
| Milford Ponds | Lot | 321 | 1.30 | 6.00 | 323.00 |
| Milford Ponds | Lot | 322 | 1.30 | 6.00 | 324.00 |
| Milford Ponds | Lot | 323 | 1.30 | 6.00 | 325.00 |
| Milford Ponds | Lot | 324 | 1.30 | 6.00 | 326.00 |
| Milford Ponds | Lot | 325 | 1.30 | 6.00 | 327.00 |
| Milford Ponds | Lot | 326 | 1.30 | 6.00 | 328.00 |
| Milford Ponds | Lot | 327 | 1.30 | 6.00 | 329.00 |
| Milford Ponds | Lot | 328 | 1.30 | 6.00 | 330.00 |
| Milford Ponds | Lot | 329 | 1.30 | 6.00 | 331.00 |
| Milford Ponds | Lot | 330 | 1.30 | 6.00 | 332.00 |
| Milford Ponds | Lot | 331 | 1.30 | 6.00 | 333.00 |
| Milford Ponds | Lot | 332 | 1.30 | 6.00 | 334.00 |
| Milford Ponds | Lot | 333 | 1.30 | 6.00 | 335.00 |
| Milford Ponds | Lot | 334 | 1.30 | 6.00 | 336.00 |
| Milford Ponds | Lot | 335 | 1.30 | 6.00 | 337.00 |
| Milford Ponds | Lot | 336 | 1.30 | 6.00 | 338.00 |
| Milford Ponds | Lot | 337 | 1.30 | 6.00 | 339.00 |
| Milford Ponds | Lot | 338 | 1.30 | 6.00 | 340.00 |
| Milford Ponds | Lot | 339 | 1.30 | 6.00 | 341.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 340 | 1.30 | 6.00 | 342.00 |
| Milford Ponds | Lot | 341 | 1.30 | 6.00 | 343.00 |
| Milford Ponds | Lot | 342 | 1.30 | 6.00 | 344.00 |
| Milford Ponds | Lot | 343 | 1.30 | 6.00 | 345.00 |
| Milford Ponds | Lot | 344 | 1.30 | 6.00 | 346.00 |
| Milford Ponds | Lot | 345 | 1.30 | 6.00 | 347.00 |
| Milford Ponds | Lot | 346 | 1.30 | 6.00 | 348.00 |
| Milford Ponds | Lot | 347 | 1.30 | 6.00 | 349.00 |
| Milford Ponds | Lot | 348 | 1.30 | 6.00 | 350.00 |
| Milford Ponds | Lot | 349 | 1.30 | 6.00 | 351.00 |
| Milford Ponds | Lot | 350 | 1.30 | 6.00 | 352.00 |
| Milford Ponds | Lot | 351 | 1.30 | 6.00 | 353.00 |
| Milford Ponds | Lot | 352 | 1.30 | 6.00 | 354.00 |
| Milford Ponds | Lot | 353 | 1.30 | 6.00 | 355.00 |
| Milford Ponds | Lot | 354 | 1.30 | 6.00 | 356.00 |
| Milford Ponds | Lot | 355 | 1.30 | 6.00 | 357.00 |
| Milford Ponds | Lot | 356 | 1.30 | 6.00 | 358.00 |
| Milford Ponds | Lot | 357 | 1.30 | 6.00 | 359.00 |
| Milford Ponds | Lot | 358 | 1.30 | 6.00 | 360.00 |
| Milford Ponds | Lot | 359 | 1.30 | 6.00 | 361.00 |
| Milford Ponds | Lot | 360 | 1.30 | 6.00 | 362.00 |
| Milford Ponds | Lot | 361 | 1.30 | 6.00 | 363.00 |
| Milford Ponds | Lot | 362 | 1.30 | 6.00 | 364.00 |
| Milford Ponds | Lot | 363 | 1.30 | 6.00 | 365.00 |
| Milford Ponds | Lot | 364 | 1.30 | 6.00 | 366.00 |
| Milford Ponds | Lot | 365 | 1.30 | 6.00 | 367.00 |
| Milford Ponds | Lot | 366 | 1.30 | 6.00 | 368.00 |
| Milford Ponds | Lot | 367 | 1.30 | 6.00 | 369.00 |
| Milford Ponds | Lot | 368 | 1.30 | 6.00 | 370.00 |
| Milford Ponds | Lot | 369 | 1.30 | 6.00 | 371.00 |
| Milford Ponds | Lot | 370 | 1.30 | 6.00 | 372.00 |
| Milford Ponds | Lot | 371 | 1.30 | 6.00 | 373.00 |
| Milford Ponds | Lot | 372 | 1.30 | 6.00 | 374.00 |
| Milford Ponds | Lot | 373 | 1.30 | 6.00 | 375.00 |
| Milford Ponds | Lot | 374 | 1.30 | 6.00 | 376.00 |
| Milford Ponds | Lot | 375 | 1.30 | 6.00 | 377.00 |
| Milford Ponds | Lot | 376 | 1.30 | 6.00 | 378.00 |
| Milford Ponds | Lot | 377 | 1.30 | 6.00 | 379.00 |
| Milford Ponds | Lot | 378 | 1.30 | 6.00 | 380.00 |
| Milford Ponds | Lot | 379 | 1.30 | 6.00 | 381.00 |
| Milford Ponds | Lot | 380 | 1.30 | 6.00 | 382.00 |
| Milford Ponds | Lot | 381 | 1.30 | 6.00 | 383.00 |
| Milford Ponds | Lot | 382 | 1.30 | 6.00 | 384.00 |
| Milford Ponds | Lot | 383 | 1.30 | 6.00 | 385.00 |
| Milford Ponds | Lot | 384 | 1.30 | 6.00 | 386.00 |
| Milford Ponds | Lot | 385 | 1.30 | 6.00 | 387.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 386 | 1.30 | 6.00 | 388.00 |
| Milford Ponds | Lot | 387 | 1.30 | 6.00 | 389.00 |
| Milford Ponds | Lot | 388 | 1.30 | 6.00 | 390.00 |
| Milford Ponds | Lot | 389 | 1.30 | 6.00 | 391.00 |
| Milford Ponds | Lot | 390 | 1.30 | 6.00 | 392.00 |
| Milford Ponds | Lot | 391 | 1.30 | 6.00 | 393.00 |
| Milford Ponds | Lot | 392 | 1.30 | 6.00 | 394.00 |
| Milford Ponds | Lot | 393 | 1.30 | 6.00 | 395.00 |
| Milford Ponds | Lot | 394 | 1.30 | 6.00 | 396.00 |
| Milford Ponds | Lot | 395 | 1.30 | 6.00 | 397.00 |
| Milford Ponds | Lot | 396 | 1.30 | 6.00 | 398.00 |
| Milford Ponds | Lot | 397 | 1.30 | 6.00 | 399.00 |
| Milford Ponds | Lot | 398 | 1.30 | 6.00 | 400.00 |
| Milford Ponds | Lot | 399 | 1.30 | 6.00 | 401.00 |
| Milford Ponds | Lot | 400 | 1.30 | 6.00 | 402.00 |
| Milford Ponds | Lot | 401 | 1.30 | 6.00 | 403.00 |
| Milford Ponds | Lot | 402 | 1.30 | 6.00 | 404.00 |
| Milford Ponds | Lot | 403 | 1.30 | 6.00 | 405.00 |
| Milford Ponds | Lot | 404 | 1.30 | 6.00 | 406.00 |
| Milford Ponds | Lot | 405 | 1.30 | 6.00 | 407.00 |
| Milford Ponds | Lot | 406 | 1.30 | 6.00 | 408.00 |
| Milford Ponds | Lot | 407 | 1.30 | 6.00 | 409.00 |
| Milford Ponds | Lot | 408 | 1.30 | 6.00 | 410.00 |
| Milford Ponds | Lot | 409 | 1.30 | 6.00 | 411.00 |
| Milford Ponds | Lot | 410 | 1.30 | 6.00 | 412.00 |
| Milford Ponds | Lot | 411 | 1.30 | 6.00 | 413.00 |
| Milford Ponds | Lot | 412 | 1.30 | 6.00 | 414.00 |
| Milford Ponds | Lot | 413 | 1.30 | 6.00 | 415.00 |
| Milford Ponds | Lot | 414 | 1.30 | 6.00 | 416.00 |
| Milford Ponds | Lot | 415 | 1.30 | 6.00 | 417.00 |
| Milford Ponds | Lot | 416 | 1.30 | 6.00 | 418.00 |
| Milford Ponds | Lot | 417 | 1.30 | 6.00 | 419.00 |
| Milford Ponds | Lot | 418 | 1.30 | 6.00 | 420.00 |
| Milford Ponds | Lot | 419 | 1.30 | 6.00 | 421.00 |
| Milford Ponds | Lot | 420 | 1.30 | 6.00 | 422.00 |
| Milford Ponds | Lot | 421 | 1.30 | 6.00 | 423.00 |
| Milford Ponds | Lot | 422 | 1.30 | 6.00 | 424.00 |
| Milford Ponds | Lot | 423 | 1.30 | 6.00 | 425.00 |
| Milford Ponds | Lot | 424 | 1.30 | 6.00 | 426.00 |
| Milford Ponds | Lot | 425 | 1.30 | 6.00 | 427.00 |
| Milford Ponds | Lot | 426 | 1.30 | 6.00 | 428.00 |
| Milford Ponds | Lot | 427 | 1.30 | 6.00 | 429.00 |
| Milford Ponds | Lot | 428 | 1.30 | 6.00 | 430.00 |
| Milford Ponds | Lot | 429 | 1.30 | 6.00 | 431.00 |
| Milford Ponds | Lot | 430 | 1.30 | 6.00 | 432.00 |
| Milford Ponds | Lot | 431 | 1.30 | 6.00 | 433.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 432 | 1.30 | 6.00 | 434.00 |
| Milford Ponds | Lot | 433 | 1.30 | 6.00 | 435.00 |
| Milford Ponds | Lot | 434 | 1.30 | 6.00 | 436.00 |
| Milford Ponds | Lot | 444 | 1.30 | 6.00 | 437.00 |
| Milford Ponds | Lot | 445 | 1.30 | 6.00 | 438.00 |
| Milford Ponds | Lot | 446 | 1.30 | 6.00 | 439.00 |
| Milford Ponds | Lot | 447 | 1.30 | 6.00 | 440.00 |
| Milford Ponds | Lot | 448 | 1.30 | 6.00 | 441.00 |
| Milford Ponds | Lot | 449 | 1.30 | 6.00 | 442.00 |
| Milford Ponds | Lot | 450 | 1.30 | 6.00 | 443.00 |
| Milford Ponds | Lot | 451 | 1.30 | 6.00 | 444.00 |
| Milford Ponds | Lot | 452 | 1.30 | 6.00 | 445.00 |
| Milford Ponds | Lot | 453 | 1.30 | 6.00 | 446.00 |
| Milford Ponds | Lot | 454 | 1.30 | 6.00 | 447.00 |
| Milford Ponds | Lot | 455 | 1.30 | 6.00 | 448.00 |
| Milford Ponds | Lot | 456 | 1.30 | 6.00 | 449.00 |
| Milford Ponds | Lot | 457 | 1.30 | 6.00 | 450.00 |
| Milford Ponds | Lot | 458 | 1.30 | 6.00 | 451.00 |
| Milford Ponds | Lot | 459 | 1.30 | 6.00 | 452.00 |
| Milford Ponds | Lot | 460 | 1.30 | 6.00 | 453.00 |
| Milford Ponds | Lot | 471 | 1.30 | 6.00 | 454.00 |
| Milford Ponds | Lot | 472 | 1.30 | 6.00 | 455.00 |
| Milford Ponds | Lot | 473 | 1.30 | 6.00 | 456.00 |
| Milford Ponds | Lot | 474 | 1.30 | 6.00 | 457.00 |
| Milford Ponds | Lot | 475 | 1.30 | 6.00 | 458.00 |
| Milford Ponds | Lot | 476 | 1.30 | 6.00 | 459.00 |
| Milford Ponds | Lot | 477 | 1.30 | 6.00 | 460.00 |
| Milford Ponds | Lot | 478 | 1.30 | 6.00 | 461.00 |
| Milford Ponds | Lot | 479 | 1.30 | 6.00 | 462.00 |
| Milford Ponds | Lot | 480 | 1.30 | 6.00 | 463.00 |
| Milford Ponds | Lot | 481 | 1.30 | 6.00 | 464.00 |
| Milford Ponds | Lot | 482 | 1.30 | 6.00 | 465.00 |
| Milford Ponds | Lot | 483 | 1.30 | 6.00 | 466.00 |
| Milford Ponds | Lot | 484 | 1.30 | 6.00 | 467.00 |
| Milford Ponds | Lot | 485 | 1.30 | 6.00 | 468.00 |
| Milford Ponds | Lot | 486 | 1.30 | 6.00 | 469.00 |
| Milford Ponds | Lot | 487 | 1.30 | 6.00 | 470.00 |
| Milford Ponds | Lot | 488 | 1.30 | 6.00 | 471.00 |
| Milford Ponds | Lot | 489 | 1.30 | 6.00 | 472.00 |
| Milford Ponds | Lot | 490 | 1.30 | 6.00 | 473.00 |
| Milford Ponds | Lot | 491 | 1.30 | 6.00 | 474.00 |
| Milford Ponds | Lot | 492 | 1.30 | 6.00 | 475.00 |
| Milford Ponds | Lot | 493 | 1.30 | 6.00 | 476.00 |
| Milford Ponds | Lot | 494 | 1.30 | 6.00 | 477.00 |
| Milford Ponds | Lot | 495 | 1.30 | 6.00 | 478.00 |
| Milford Ponds | Lot | 496 | 1.30 | 6.00 | 479.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 497 | 1.30 | 6.00 | 480.00 |
| Milford Ponds | Lot | 498 | 1.30 | 6.00 | 481.00 |
| Milford Ponds | Lot | 499 | 1.30 | 6.00 | 482.00 |
| Milford Ponds | Lot | 500 | 1.30 | 6.00 | 483.00 |
| Milford Ponds | Lot | 501 | 1.30 | 6.00 | 484.00 |
| Milford Ponds | Lot | 502 | 1.30 | 6.00 | 485.00 |
| Milford Ponds | Lot | 503 | 1.30 | 6.00 | 486.00 |
| Milford Ponds | Lot | 504 | 1.30 | 6.00 | 487.00 |
| Milford Ponds | Lot | 505 | 1.30 | 6.00 | 488.00 |
| Milford Ponds | Lot | 506 | 1.30 | 6.00 | 489.00 |
| Milford Ponds | Lot | 507 | 1.30 | 6.00 | 490.00 |
| Milford Ponds | Lot | 508 | 1.30 | 6.00 | 491.00 |
| Milford Ponds | Lot | 509 | 1.30 | 6.00 | 492.00 |
| Milford Ponds | Lot | 510 | 1.30 | 6.00 | 493.00 |
| Milford Ponds | Lot | 511 | 1.30 | 6.00 | 494.00 |
| Milford Ponds | Lot | 512 | 1.30 | 6.00 | 495.00 |
| Milford Ponds | Lot | 513 | 1.30 | 6.00 | 496.00 |
| Milford Ponds | Lot | 514 | 1.30 | 6.00 | 497.00 |
| Milford Ponds | Lot | 515 | 1.30 | 6.00 | 498.00 |
| Milford Ponds | Lot | 516 | 1.30 | 6.00 | 499.00 |
| Milford Ponds | Lot | 517 | 1.30 | 6.00 | 500.00 |
| Milford Ponds | Lot | 518 | 1.30 | 6.00 | 501.00 |
| Milford Ponds | Lot | 519 | 1.30 | 6.00 | 502.00 |
| Milford Ponds | Lot | 520 | 1.30 | 6.00 | 503.00 |
| Milford Ponds | Lot | 521 | 1.30 | 6.00 | 504.00 |
| Milford Ponds | Lot | 522 | 1.30 | 6.00 | 505.00 |
| Milford Ponds | Lot | 523 | 1.30 | 6.00 | 506.00 |
| Milford Ponds | Lot | 524 | 1.30 | 6.00 | 507.00 |
| Milford Ponds | Lot | 525 | 1.30 | 6.00 | 508.00 |
| Milford Ponds | Lot | 526 | 1.30 | 6.00 | 509.00 |
| Milford Ponds | Lot | 527 | 1.30 | 6.00 | 510.00 |
| Milford Ponds | Lot | 528 | 1.30 | 6.00 | 511.00 |
| Milford Ponds | Lot | 529 | 1.30 | 6.00 | 512.00 |
| Milford Ponds | Lot | 530 | 1.30 | 6.00 | 513.00 |
| Milford Ponds | Lot | 531 | 1.30 | 6.00 | 514.00 |
| Milford Ponds | Lot | 532 | 1.30 | 6.00 | 515.00 |
| Milford Ponds | Lot | 533 | 1.30 | 6.00 | 516.00 |
| Milford Ponds | Lot | 534 | 1.30 | 6.00 | 517.00 |
| Milford Ponds | Lot | 535 | 1.30 | 6.00 | 518.00 |
| Milford Ponds | Lot | 536 | 1.30 | 6.00 | 519.00 |
| Milford Ponds | Lot | 537 | 1.30 | 6.00 | 520.00 |
| Milford Ponds | Lot | 538 | 1.30 | 6.00 | 521.00 |
| Milford Ponds | Lot | 539 | 1.30 | 6.00 | 522.00 |
| Milford Ponds | Lot | 540 | 1.30 | 6.00 | 523.00 |
| Milford Ponds | Lot | 541 | 1.30 | 6.00 | 524.00 |
| Milford Ponds | Lot | 542 | 1.30 | 6.00 | 525.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 543 | 1.30 | 6.00 | 526.00 |
| Milford Ponds | Lot | 544 | 1.30 | 6.00 | 527.00 |
| Milford Ponds | Lot | 545 | 1.30 | 6.00 | 528.00 |
| Milford Ponds | Lot | 546 | 1.30 | 6.00 | 529.00 |
| Milford Ponds | Lot | 547 | 1.30 | 6.00 | 530.00 |
| Milford Ponds | Lot | 548 | 1.30 | 6.00 | 531.00 |
| Milford Ponds | Lot | 549 | 1.30 | 6.00 | 532.00 |
| Milford Ponds | Lot | 550 | 1.30 | 6.00 | 533.00 |
| Milford Ponds | Lot | 551 | 1.30 | 6.00 | 534.00 |
| Milford Ponds | Lot | 552 | 1.30 | 6.00 | 535.00 |
| Milford Ponds | Lot | 553 | 1.30 | 6.00 | 536.00 |
| Milford Ponds | Lot | 554 | 1.30 | 6.00 | 537.00 |
| Milford Ponds | Lot | 555 | 1.30 | 6.00 | 538.00 |
| Milford Ponds | Lot | 556 | 1.30 | 6.00 | 539.00 |
| Milford Ponds | Lot | 557 | 1.30 | 6.00 | 540.00 |
| Milford Ponds | Lot | 558 | 1.30 | 6.00 | 541.00 |
| Milford Ponds | Lot | 559 | 1.30 | 6.00 | 542.00 |
| Milford Ponds | Lot | 560 | 1.30 | 6.00 | 543.00 |
| Milford Ponds | Lot | 561 | 1.30 | 6.00 | 544.00 |
| Milford Ponds | Lot | 562 | 1.30 | 6.00 | 545.00 |
| Milford Ponds | Lot | 563 | 1.30 | 6.00 | 546.00 |
| Milford Ponds | Lot | 564 | 1.30 | 6.00 | 547.00 |
| Milford Ponds | Lot | 565 | 1.30 | 6.00 | 548.00 |
| Milford Ponds | Lot | 566 | 1.30 | 6.00 | 549.00 |
| Milford Ponds | Lot | 567 | 1.30 | 6.00 | 550.00 |
| Milford Ponds | Lot | 571 | 1.30 | 6.00 | 551.00 |
| Milford Ponds | Lot | 572 | 1.30 | 6.00 | 552.00 |
| Milford Ponds | Lot | 573 | 1.30 | 6.00 | 553.00 |
| Milford Ponds | Lot | 574 | 1.30 | 6.00 | 554.00 |
| Milford Ponds | Lot | 575 | 1.30 | 6.00 | 555.00 |
| Milford Ponds | Lot | 576 | 1.30 | 6.00 | 556.00 |

Exhibit "B"Tax Parcel Numbers:

| | | | |
|---|------|------|--------|
| Resort Clubhouse in Milford Ponds | 1.30 | 6.00 | 108.00 |
| SWM/of Road 213 & 50'NW/Flying Geese Road, Parcel A | 1.30 | 6.00 | 264.00 |
| Passive Areas & SWM Areas, Phase 2 | 1.30 | 6.00 | 264.01 |
| Milford Ponds Lot 583 - Pump Station | 1.30 | 6.00 | 557.00 |
| Milford Ponds Open Space, SWM Area, Wetlands | 1.30 | 6.00 | 558.00 |

| | | | | | |
|---------------|-----|----|------|------|--------|
| Milford Ponds | Lot | 1 | 1.30 | 6.00 | 167.00 |
| Milford Ponds | Lot | 2 | 1.30 | 6.00 | 168.00 |
| Milford Ponds | Lot | 3 | 1.30 | 6.00 | 169.00 |
| Milford Ponds | Lot | 4 | 1.30 | 6.00 | 170.00 |
| Milford Ponds | Lot | 5 | 1.30 | 6.00 | 171.00 |
| Milford Ponds | Lot | 6 | 1.30 | 6.00 | 172.00 |
| Milford Ponds | Lot | 7 | 1.30 | 6.00 | 173.00 |
| Milford Ponds | Lot | 8 | 1.30 | 6.00 | 174.00 |
| Milford Ponds | Lot | 9 | 1.30 | 6.00 | 175.00 |
| Milford Ponds | Lot | 10 | 1.30 | 6.00 | 176.00 |
| Milford Ponds | Lot | 11 | 1.30 | 6.00 | 177.00 |
| Milford Ponds | Lot | 12 | 1.30 | 6.00 | 178.00 |
| Milford Ponds | Lot | 13 | 1.30 | 6.00 | 179.00 |
| Milford Ponds | Lot | 14 | 1.30 | 6.00 | 180.00 |
| Milford Ponds | Lot | 15 | 1.30 | 6.00 | 181.00 |
| Milford Ponds | Lot | 16 | 1.30 | 6.00 | 182.00 |
| Milford Ponds | Lot | 17 | 1.30 | 6.00 | 183.00 |
| Milford Ponds | Lot | 18 | 1.30 | 6.00 | 184.00 |
| Milford Ponds | Lot | 19 | 1.30 | 6.00 | 185.00 |
| Milford Ponds | Lot | 20 | 1.30 | 6.00 | 186.00 |
| Milford Ponds | Lot | 21 | 1.30 | 6.00 | 187.00 |
| Milford Ponds | Lot | 22 | 1.30 | 6.00 | 188.00 |
| Milford Ponds | Lot | 23 | 1.30 | 6.00 | 189.00 |
| Milford Ponds | Lot | 24 | 1.30 | 6.00 | 190.00 |
| Milford Ponds | Lot | 25 | 1.30 | 6.00 | 191.00 |
| Milford Ponds | Lot | 26 | 1.30 | 6.00 | 192.00 |
| Milford Ponds | Lot | 27 | 1.30 | 6.00 | 193.00 |
| Milford Ponds | Lot | 28 | 1.30 | 6.00 | 194.00 |
| Milford Ponds | Lot | 29 | 1.30 | 6.00 | 195.00 |
| Milford Ponds | Lot | 30 | 1.30 | 6.00 | 196.00 |
| Milford Ponds | Lot | 31 | 1.30 | 6.00 | 197.00 |
| Milford Ponds | Lot | 32 | 1.30 | 6.00 | 198.00 |
| Milford Ponds | Lot | 33 | 1.30 | 6.00 | 199.00 |
| Milford Ponds | Lot | 34 | 1.30 | 6.00 | 200.00 |
| Milford Ponds | Lot | 35 | 1.30 | 6.00 | 201.00 |
| Milford Ponds | Lot | 36 | 1.30 | 6.00 | 202.00 |
| Milford Ponds | Lot | 37 | 1.30 | 6.00 | 203.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 38 | 1.30 | 6.00 | 204.00 |
| Milford Ponds | Lot | 39 | 1.30 | 6.00 | 205.00 |
| Milford Ponds | Lot | 40 | 1.30 | 6.00 | 206.00 |
| Milford Ponds | Lot | 41 | 1.30 | 6.00 | 207.00 |
| Milford Ponds | Lot | 42 | 1.30 | 6.00 | 208.00 |
| Milford Ponds | Lot | 43 | 1.30 | 6.00 | 209.00 |
| Milford Ponds | Lot | 44 | 1.30 | 6.00 | 210.00 |
| Milford Ponds | Lot | 45 | 1.30 | 6.00 | 211.00 |
| Milford Ponds | Lot | 46 | 1.30 | 6.00 | 212.00 |
| Milford Ponds | Lot | 47 | 1.30 | 6.00 | 213.00 |
| Milford Ponds | Lot | 48 | 1.30 | 6.00 | 214.00 |
| Milford Ponds | Lot | 49 | 1.30 | 6.00 | 215.00 |
| Milford Ponds | Lot | 50 | 1.30 | 6.00 | 216.00 |
| Milford Ponds | Lot | 51 | 1.30 | 6.00 | 217.00 |
| Milford Ponds | Lot | 52 | 1.30 | 6.00 | 218.00 |
| Milford Ponds | Lot | 53 | 1.30 | 6.00 | 219.00 |
| Milford Ponds | Lot | 54 | 1.30 | 6.00 | 220.00 |
| Milford Ponds | Lot | 55 | 1.30 | 6.00 | 221.00 |
| Milford Ponds | Lot | 56 | 1.30 | 6.00 | 222.00 |
| Milford Ponds | Lot | 57 | 1.30 | 6.00 | 223.00 |
| Milford Ponds | Lot | 58 | 1.30 | 6.00 | 224.00 |
| Milford Ponds | Lot | 59 | 1.30 | 6.00 | 225.00 |
| Milford Ponds | Lot | 60 | 1.30 | 6.00 | 226.00 |
| Milford Ponds | Lot | 61 | 1.30 | 6.00 | 227.00 |
| Milford Ponds | Lot | 62 | 1.30 | 6.00 | 228.00 |
| Milford Ponds | Lot | 63 | 1.30 | 6.00 | 229.00 |
| Milford Ponds | Lot | 64 | 1.30 | 6.00 | 230.00 |
| Milford Ponds | Lot | 65 | 1.30 | 6.00 | 231.00 |
| Milford Ponds | Lot | 66 | 1.30 | 6.00 | 232.00 |
| Milford Ponds | Lot | 67 | 1.30 | 6.00 | 233.00 |
| Milford Ponds | Lot | 68 | 1.30 | 6.00 | 234.00 |
| Milford Ponds | Lot | 69 | 1.30 | 6.00 | 235.00 |
| Milford Ponds | Lot | 70 | 1.30 | 6.00 | 236.00 |
| Milford Ponds | Lot | 71 | 1.30 | 6.00 | 237.00 |
| Milford Ponds | Lot | 72 | 1.30 | 6.00 | 238.00 |
| Milford Ponds | Lot | 73 | 1.30 | 6.00 | 239.00 |
| Milford Ponds | Lot | 74 | 1.30 | 6.00 | 240.00 |
| Milford Ponds | Lot | 75 | 1.30 | 6.00 | 241.00 |
| Milford Ponds | Lot | 76 | 1.30 | 6.00 | 242.00 |
| Milford Ponds | Lot | 77 | 1.30 | 6.00 | 243.00 |
| Milford Ponds | Lot | 150 | 1.30 | 6.00 | 244.00 |
| Milford Ponds | Lot | 151 | 1.30 | 6.00 | 245.00 |
| Milford Ponds | Lot | 152 | 1.30 | 6.00 | 246.00 |
| Milford Ponds | Lot | 153 | 1.30 | 6.00 | 247.00 |
| Milford Ponds | Lot | 154 | 1.30 | 6.00 | 248.00 |
| Milford Ponds | Lot | 155 | 1.30 | 6.00 | 249.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 156 | 1.30 | 6.00 | 250.00 |
| Milford Ponds | Lot | 157 | 1.30 | 6.00 | 251.00 |
| Milford Ponds | Lot | 158 | 1.30 | 6.00 | 252.00 |
| Milford Ponds | Lot | 159 | 1.30 | 6.00 | 253.00 |
| Milford Ponds | Lot | 160 | 1.30 | 6.00 | 254.00 |
| Milford Ponds | Lot | 161 | 1.30 | 6.00 | 255.00 |
| Milford Ponds | Lot | 162 | 1.30 | 6.00 | 256.00 |
| Milford Ponds | Lot | 163 | 1.30 | 6.00 | 257.00 |
| Milford Ponds | Lot | 164 | 1.30 | 6.00 | 258.00 |
| Milford Ponds | Lot | 165 | 1.30 | 6.00 | 259.00 |
| Milford Ponds | Lot | 166 | 1.30 | 6.00 | 260.00 |
| Milford Ponds | Lot | 167 | 1.30 | 6.00 | 261.00 |
| Milford Ponds | Lot | 168 | 1.30 | 6.00 | 262.00 |
| Milford Ponds | Lot | 169 | 1.30 | 6.00 | 263.00 |
| Milford Ponds | Lot | 170 | 1.30 | 6.00 | 264.00 |
| Milford Ponds | Lot | 171 | 1.30 | 6.00 | 265.00 |
| Milford Ponds | Lot | 172 | 1.30 | 6.00 | 266.00 |
| Milford Ponds | Lot | 173 | 1.30 | 6.00 | 267.00 |
| Milford Ponds | Lot | 174 | 1.30 | 6.00 | 268.00 |
| Milford Ponds | Lot | 175 | 1.30 | 6.00 | 269.00 |
| Milford Ponds | Lot | 176 | 1.30 | 6.00 | 270.00 |
| Milford Ponds | Lot | 177 | 1.30 | 6.00 | 271.00 |
| Milford Ponds | Lot | 178 | 1.30 | 6.00 | 272.00 |
| Milford Ponds | Lot | 271 | 1.30 | 6.00 | 273.00 |
| Milford Ponds | Lot | 272 | 1.30 | 6.00 | 274.00 |
| Milford Ponds | Lot | 273 | 1.30 | 6.00 | 275.00 |
| Milford Ponds | Lot | 274 | 1.30 | 6.00 | 276.00 |
| Milford Ponds | Lot | 275 | 1.30 | 6.00 | 277.00 |
| Milford Ponds | Lot | 276 | 1.30 | 6.00 | 278.00 |
| Milford Ponds | Lot | 277 | 1.30 | 6.00 | 279.00 |
| Milford Ponds | Lot | 278 | 1.30 | 6.00 | 280.00 |
| Milford Ponds | Lot | 279 | 1.30 | 6.00 | 281.00 |
| Milford Ponds | Lot | 280 | 1.30 | 6.00 | 282.00 |
| Milford Ponds | Lot | 281 | 1.30 | 6.00 | 283.00 |
| Milford Ponds | Lot | 282 | 1.30 | 6.00 | 284.00 |
| Milford Ponds | Lot | 283 | 1.30 | 6.00 | 285.00 |
| Milford Ponds | Lot | 284 | 1.30 | 6.00 | 286.00 |
| Milford Ponds | Lot | 285 | 1.30 | 6.00 | 287.00 |
| Milford Ponds | Lot | 286 | 1.30 | 6.00 | 288.00 |
| Milford Ponds | Lot | 287 | 1.30 | 6.00 | 289.00 |
| Milford Ponds | Lot | 288 | 1.30 | 6.00 | 290.00 |
| Milford Ponds | Lot | 289 | 1.30 | 6.00 | 291.00 |
| Milford Ponds | Lot | 290 | 1.30 | 6.00 | 292.00 |
| Milford Ponds | Lot | 291 | 1.30 | 6.00 | 293.00 |
| Milford Ponds | Lot | 292 | 1.30 | 6.00 | 294.00 |
| Milford Ponds | Lot | 293 | 1.30 | 6.00 | 295.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 294 | 1.30 | 6.00 | 296.00 |
| Milford Ponds | Lot | 295 | 1.30 | 6.00 | 297.00 |
| Milford Ponds | Lot | 296 | 1.30 | 6.00 | 298.00 |
| Milford Ponds | Lot | 297 | 1.30 | 6.00 | 299.00 |
| Milford Ponds | Lot | 298 | 1.30 | 6.00 | 300.00 |
| Milford Ponds | Lot | 299 | 1.30 | 6.00 | 301.00 |
| Milford Ponds | Lot | 300 | 1.30 | 6.00 | 302.00 |
| Milford Ponds | Lot | 301 | 1.30 | 6.00 | 303.00 |
| Milford Ponds | Lot | 302 | 1.30 | 6.00 | 304.00 |
| Milford Ponds | Lot | 303 | 1.30 | 6.00 | 305.00 |
| Milford Ponds | Lot | 304 | 1.30 | 6.00 | 306.00 |
| Milford Ponds | Lot | 305 | 1.30 | 6.00 | 307.00 |
| Milford Ponds | Lot | 306 | 1.30 | 6.00 | 308.00 |
| Milford Ponds | Lot | 307 | 1.30 | 6.00 | 309.00 |
| Milford Ponds | Lot | 308 | 1.30 | 6.00 | 310.00 |
| Milford Ponds | Lot | 309 | 1.30 | 6.00 | 311.00 |
| Milford Ponds | Lot | 310 | 1.30 | 6.00 | 312.00 |
| Milford Ponds | Lot | 311 | 1.30 | 6.00 | 313.00 |
| Milford Ponds | Lot | 312 | 1.30 | 6.00 | 314.00 |
| Milford Ponds | Lot | 313 | 1.30 | 6.00 | 315.00 |
| Milford Ponds | Lot | 314 | 1.30 | 6.00 | 316.00 |
| Milford Ponds | Lot | 315 | 1.30 | 6.00 | 317.00 |
| Milford Ponds | Lot | 316 | 1.30 | 6.00 | 318.00 |
| Milford Ponds | Lot | 317 | 1.30 | 6.00 | 319.00 |
| Milford Ponds | Lot | 318 | 1.30 | 6.00 | 320.00 |
| Milford Ponds | Lot | 319 | 1.30 | 6.00 | 321.00 |
| Milford Ponds | Lot | 320 | 1.30 | 6.00 | 322.00 |
| Milford Ponds | Lot | 321 | 1.30 | 6.00 | 323.00 |
| Milford Ponds | Lot | 322 | 1.30 | 6.00 | 324.00 |
| Milford Ponds | Lot | 323 | 1.30 | 6.00 | 325.00 |
| Milford Ponds | Lot | 324 | 1.30 | 6.00 | 326.00 |
| Milford Ponds | Lot | 325 | 1.30 | 6.00 | 327.00 |
| Milford Ponds | Lot | 326 | 1.30 | 6.00 | 328.00 |
| Milford Ponds | Lot | 327 | 1.30 | 6.00 | 329.00 |
| Milford Ponds | Lot | 328 | 1.30 | 6.00 | 330.00 |
| Milford Ponds | Lot | 329 | 1.30 | 6.00 | 331.00 |
| Milford Ponds | Lot | 330 | 1.30 | 6.00 | 332.00 |
| Milford Ponds | Lot | 331 | 1.30 | 6.00 | 333.00 |
| Milford Ponds | Lot | 332 | 1.30 | 6.00 | 334.00 |
| Milford Ponds | Lot | 333 | 1.30 | 6.00 | 335.00 |
| Milford Ponds | Lot | 334 | 1.30 | 6.00 | 336.00 |
| Milford Ponds | Lot | 335 | 1.30 | 6.00 | 337.00 |
| Milford Ponds | Lot | 336 | 1.30 | 6.00 | 338.00 |
| Milford Ponds | Lot | 337 | 1.30 | 6.00 | 339.00 |
| Milford Ponds | Lot | 338 | 1.30 | 6.00 | 340.00 |
| Milford Ponds | Lot | 339 | 1.30 | 6.00 | 341.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 340 | 1.30 | 6.00 | 342.00 |
| Milford Ponds | Lot | 341 | 1.30 | 6.00 | 343.00 |
| Milford Ponds | Lot | 342 | 1.30 | 6.00 | 344.00 |
| Milford Ponds | Lot | 343 | 1.30 | 6.00 | 345.00 |
| Milford Ponds | Lot | 344 | 1.30 | 6.00 | 346.00 |
| Milford Ponds | Lot | 345 | 1.30 | 6.00 | 347.00 |
| Milford Ponds | Lot | 346 | 1.30 | 6.00 | 348.00 |
| Milford Ponds | Lot | 347 | 1.30 | 6.00 | 349.00 |
| Milford Ponds | Lot | 348 | 1.30 | 6.00 | 350.00 |
| Milford Ponds | Lot | 349 | 1.30 | 6.00 | 351.00 |
| Milford Ponds | Lot | 350 | 1.30 | 6.00 | 352.00 |
| Milford Ponds | Lot | 351 | 1.30 | 6.00 | 353.00 |
| Milford Ponds | Lot | 352 | 1.30 | 6.00 | 354.00 |
| Milford Ponds | Lot | 353 | 1.30 | 6.00 | 355.00 |
| Milford Ponds | Lot | 354 | 1.30 | 6.00 | 356.00 |
| Milford Ponds | Lot | 355 | 1.30 | 6.00 | 357.00 |
| Milford Ponds | Lot | 356 | 1.30 | 6.00 | 358.00 |
| Milford Ponds | Lot | 357 | 1.30 | 6.00 | 359.00 |
| Milford Ponds | Lot | 358 | 1.30 | 6.00 | 360.00 |
| Milford Ponds | Lot | 359 | 1.30 | 6.00 | 361.00 |
| Milford Ponds | Lot | 360 | 1.30 | 6.00 | 362.00 |
| Milford Ponds | Lot | 361 | 1.30 | 6.00 | 363.00 |
| Milford Ponds | Lot | 362 | 1.30 | 6.00 | 364.00 |
| Milford Ponds | Lot | 363 | 1.30 | 6.00 | 365.00 |
| Milford Ponds | Lot | 364 | 1.30 | 6.00 | 366.00 |
| Milford Ponds | Lot | 365 | 1.30 | 6.00 | 367.00 |
| Milford Ponds | Lot | 366 | 1.30 | 6.00 | 368.00 |
| Milford Ponds | Lot | 367 | 1.30 | 6.00 | 369.00 |
| Milford Ponds | Lot | 368 | 1.30 | 6.00 | 370.00 |
| Milford Ponds | Lot | 369 | 1.30 | 6.00 | 371.00 |
| Milford Ponds | Lot | 370 | 1.30 | 6.00 | 372.00 |
| Milford Ponds | Lot | 371 | 1.30 | 6.00 | 373.00 |
| Milford Ponds | Lot | 372 | 1.30 | 6.00 | 374.00 |
| Milford Ponds | Lot | 373 | 1.30 | 6.00 | 375.00 |
| Milford Ponds | Lot | 374 | 1.30 | 6.00 | 376.00 |
| Milford Ponds | Lot | 375 | 1.30 | 6.00 | 377.00 |
| Milford Ponds | Lot | 376 | 1.30 | 6.00 | 378.00 |
| Milford Ponds | Lot | 377 | 1.30 | 6.00 | 379.00 |
| Milford Ponds | Lot | 378 | 1.30 | 6.00 | 380.00 |
| Milford Ponds | Lot | 379 | 1.30 | 6.00 | 381.00 |
| Milford Ponds | Lot | 380 | 1.30 | 6.00 | 382.00 |
| Milford Ponds | Lot | 381 | 1.30 | 6.00 | 383.00 |
| Milford Ponds | Lot | 382 | 1.30 | 6.00 | 384.00 |
| Milford Ponds | Lot | 383 | 1.30 | 6.00 | 385.00 |
| Milford Ponds | Lot | 384 | 1.30 | 6.00 | 386.00 |
| Milford Ponds | Lot | 385 | 1.30 | 6.00 | 387.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 386 | 1.30 | 6.00 | 388.00 |
| Milford Ponds | Lot | 387 | 1.30 | 6.00 | 389.00 |
| Milford Ponds | Lot | 388 | 1.30 | 6.00 | 390.00 |
| Milford Ponds | Lot | 389 | 1.30 | 6.00 | 391.00 |
| Milford Ponds | Lot | 390 | 1.30 | 6.00 | 392.00 |
| Milford Ponds | Lot | 391 | 1.30 | 6.00 | 393.00 |
| Milford Ponds | Lot | 392 | 1.30 | 6.00 | 394.00 |
| Milford Ponds | Lot | 393 | 1.30 | 6.00 | 395.00 |
| Milford Ponds | Lot | 394 | 1.30 | 6.00 | 396.00 |
| Milford Ponds | Lot | 395 | 1.30 | 6.00 | 397.00 |
| Milford Ponds | Lot | 396 | 1.30 | 6.00 | 398.00 |
| Milford Ponds | Lot | 397 | 1.30 | 6.00 | 399.00 |
| Milford Ponds | Lot | 398 | 1.30 | 6.00 | 400.00 |
| Milford Ponds | Lot | 399 | 1.30 | 6.00 | 401.00 |
| Milford Ponds | Lot | 400 | 1.30 | 6.00 | 402.00 |
| Milford Ponds | Lot | 401 | 1.30 | 6.00 | 403.00 |
| Milford Ponds | Lot | 402 | 1.30 | 6.00 | 404.00 |
| Milford Ponds | Lot | 403 | 1.30 | 6.00 | 405.00 |
| Milford Ponds | Lot | 404 | 1.30 | 6.00 | 406.00 |
| Milford Ponds | Lot | 405 | 1.30 | 6.00 | 407.00 |
| Milford Ponds | Lot | 406 | 1.30 | 6.00 | 408.00 |
| Milford Ponds | Lot | 407 | 1.30 | 6.00 | 409.00 |
| Milford Ponds | Lot | 408 | 1.30 | 6.00 | 410.00 |
| Milford Ponds | Lot | 409 | 1.30 | 6.00 | 411.00 |
| Milford Ponds | Lot | 410 | 1.30 | 6.00 | 412.00 |
| Milford Ponds | Lot | 411 | 1.30 | 6.00 | 413.00 |
| Milford Ponds | Lot | 412 | 1.30 | 6.00 | 414.00 |
| Milford Ponds | Lot | 413 | 1.30 | 6.00 | 415.00 |
| Milford Ponds | Lot | 414 | 1.30 | 6.00 | 416.00 |
| Milford Ponds | Lot | 415 | 1.30 | 6.00 | 417.00 |
| Milford Ponds | Lot | 416 | 1.30 | 6.00 | 418.00 |
| Milford Ponds | Lot | 417 | 1.30 | 6.00 | 419.00 |
| Milford Ponds | Lot | 418 | 1.30 | 6.00 | 420.00 |
| Milford Ponds | Lot | 419 | 1.30 | 6.00 | 421.00 |
| Milford Ponds | Lot | 420 | 1.30 | 6.00 | 422.00 |
| Milford Ponds | Lot | 421 | 1.30 | 6.00 | 423.00 |
| Milford Ponds | Lot | 422 | 1.30 | 6.00 | 424.00 |
| Milford Ponds | Lot | 423 | 1.30 | 6.00 | 425.00 |
| Milford Ponds | Lot | 424 | 1.30 | 6.00 | 426.00 |
| Milford Ponds | Lot | 425 | 1.30 | 6.00 | 427.00 |
| Milford Ponds | Lot | 426 | 1.30 | 6.00 | 428.00 |
| Milford Ponds | Lot | 427 | 1.30 | 6.00 | 429.00 |
| Milford Ponds | Lot | 428 | 1.30 | 6.00 | 430.00 |
| Milford Ponds | Lot | 429 | 1.30 | 6.00 | 431.00 |
| Milford Ponds | Lot | 430 | 1.30 | 6.00 | 432.00 |
| Milford Ponds | Lot | 431 | 1.30 | 6.00 | 433.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 432 | 1.30 | 6.00 | 434.00 |
| Milford Ponds | Lot | 433 | 1.30 | 6.00 | 435.00 |
| Milford Ponds | Lot | 434 | 1.30 | 6.00 | 436.00 |
| Milford Ponds | Lot | 444 | 1.30 | 6.00 | 437.00 |
| Milford Ponds | Lot | 445 | 1.30 | 6.00 | 438.00 |
| Milford Ponds | Lot | 446 | 1.30 | 6.00 | 439.00 |
| Milford Ponds | Lot | 447 | 1.30 | 6.00 | 440.00 |
| Milford Ponds | Lot | 448 | 1.30 | 6.00 | 441.00 |
| Milford Ponds | Lot | 449 | 1.30 | 6.00 | 442.00 |
| Milford Ponds | Lot | 450 | 1.30 | 6.00 | 443.00 |
| Milford Ponds | Lot | 451 | 1.30 | 6.00 | 444.00 |
| Milford Ponds | Lot | 452 | 1.30 | 6.00 | 445.00 |
| Milford Ponds | Lot | 453 | 1.30 | 6.00 | 446.00 |
| Milford Ponds | Lot | 454 | 1.30 | 6.00 | 447.00 |
| Milford Ponds | Lot | 455 | 1.30 | 6.00 | 448.00 |
| Milford Ponds | Lot | 456 | 1.30 | 6.00 | 449.00 |
| Milford Ponds | Lot | 457 | 1.30 | 6.00 | 450.00 |
| Milford Ponds | Lot | 458 | 1.30 | 6.00 | 451.00 |
| Milford Ponds | Lot | 459 | 1.30 | 6.00 | 452.00 |
| Milford Ponds | Lot | 460 | 1.30 | 6.00 | 453.00 |
| Milford Ponds | Lot | 471 | 1.30 | 6.00 | 454.00 |
| Milford Ponds | Lot | 472 | 1.30 | 6.00 | 455.00 |
| Milford Ponds | Lot | 473 | 1.30 | 6.00 | 456.00 |
| Milford Ponds | Lot | 474 | 1.30 | 6.00 | 457.00 |
| Milford Ponds | Lot | 475 | 1.30 | 6.00 | 458.00 |
| Milford Ponds | Lot | 476 | 1.30 | 6.00 | 459.00 |
| Milford Ponds | Lot | 477 | 1.30 | 6.00 | 460.00 |
| Milford Ponds | Lot | 478 | 1.30 | 6.00 | 461.00 |
| Milford Ponds | Lot | 479 | 1.30 | 6.00 | 462.00 |
| Milford Ponds | Lot | 480 | 1.30 | 6.00 | 463.00 |
| Milford Ponds | Lot | 481 | 1.30 | 6.00 | 464.00 |
| Milford Ponds | Lot | 482 | 1.30 | 6.00 | 465.00 |
| Milford Ponds | Lot | 483 | 1.30 | 6.00 | 466.00 |
| Milford Ponds | Lot | 484 | 1.30 | 6.00 | 467.00 |
| Milford Ponds | Lot | 485 | 1.30 | 6.00 | 468.00 |
| Milford Ponds | Lot | 486 | 1.30 | 6.00 | 469.00 |
| Milford Ponds | Lot | 487 | 1.30 | 6.00 | 470.00 |
| Milford Ponds | Lot | 488 | 1.30 | 6.00 | 471.00 |
| Milford Ponds | Lot | 489 | 1.30 | 6.00 | 472.00 |
| Milford Ponds | Lot | 490 | 1.30 | 6.00 | 473.00 |
| Milford Ponds | Lot | 491 | 1.30 | 6.00 | 474.00 |
| Milford Ponds | Lot | 492 | 1.30 | 6.00 | 475.00 |
| Milford Ponds | Lot | 493 | 1.30 | 6.00 | 476.00 |
| Milford Ponds | Lot | 494 | 1.30 | 6.00 | 477.00 |
| Milford Ponds | Lot | 495 | 1.30 | 6.00 | 478.00 |
| Milford Ponds | Lot | 496 | 1.30 | 6.00 | 479.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 497 | 1.30 | 6.00 | 480.00 |
| Milford Ponds | Lot | 498 | 1.30 | 6.00 | 481.00 |
| Milford Ponds | Lot | 499 | 1.30 | 6.00 | 482.00 |
| Milford Ponds | Lot | 500 | 1.30 | 6.00 | 483.00 |
| Milford Ponds | Lot | 501 | 1.30 | 6.00 | 484.00 |
| Milford Ponds | Lot | 502 | 1.30 | 6.00 | 485.00 |
| Milford Ponds | Lot | 503 | 1.30 | 6.00 | 486.00 |
| Milford Ponds | Lot | 504 | 1.30 | 6.00 | 487.00 |
| Milford Ponds | Lot | 505 | 1.30 | 6.00 | 488.00 |
| Milford Ponds | Lot | 506 | 1.30 | 6.00 | 489.00 |
| Milford Ponds | Lot | 507 | 1.30 | 6.00 | 490.00 |
| Milford Ponds | Lot | 508 | 1.30 | 6.00 | 491.00 |
| Milford Ponds | Lot | 509 | 1.30 | 6.00 | 492.00 |
| Milford Ponds | Lot | 510 | 1.30 | 6.00 | 493.00 |
| Milford Ponds | Lot | 511 | 1.30 | 6.00 | 494.00 |
| Milford Ponds | Lot | 512 | 1.30 | 6.00 | 495.00 |
| Milford Ponds | Lot | 513 | 1.30 | 6.00 | 496.00 |
| Milford Ponds | Lot | 514 | 1.30 | 6.00 | 497.00 |
| Milford Ponds | Lot | 515 | 1.30 | 6.00 | 498.00 |
| Milford Ponds | Lot | 516 | 1.30 | 6.00 | 499.00 |
| Milford Ponds | Lot | 517 | 1.30 | 6.00 | 500.00 |
| Milford Ponds | Lot | 518 | 1.30 | 6.00 | 501.00 |
| Milford Ponds | Lot | 519 | 1.30 | 6.00 | 502.00 |
| Milford Ponds | Lot | 520 | 1.30 | 6.00 | 503.00 |
| Milford Ponds | Lot | 521 | 1.30 | 6.00 | 504.00 |
| Milford Ponds | Lot | 522 | 1.30 | 6.00 | 505.00 |
| Milford Ponds | Lot | 523 | 1.30 | 6.00 | 506.00 |
| Milford Ponds | Lot | 524 | 1.30 | 6.00 | 507.00 |
| Milford Ponds | Lot | 525 | 1.30 | 6.00 | 508.00 |
| Milford Ponds | Lot | 526 | 1.30 | 6.00 | 509.00 |
| Milford Ponds | Lot | 527 | 1.30 | 6.00 | 510.00 |
| Milford Ponds | Lot | 528 | 1.30 | 6.00 | 511.00 |
| Milford Ponds | Lot | 529 | 1.30 | 6.00 | 512.00 |
| Milford Ponds | Lot | 530 | 1.30 | 6.00 | 513.00 |
| Milford Ponds | Lot | 531 | 1.30 | 6.00 | 514.00 |
| Milford Ponds | Lot | 532 | 1.30 | 6.00 | 515.00 |
| Milford Ponds | Lot | 533 | 1.30 | 6.00 | 516.00 |
| Milford Ponds | Lot | 534 | 1.30 | 6.00 | 517.00 |
| Milford Ponds | Lot | 535 | 1.30 | 6.00 | 518.00 |
| Milford Ponds | Lot | 536 | 1.30 | 6.00 | 519.00 |
| Milford Ponds | Lot | 537 | 1.30 | 6.00 | 520.00 |
| Milford Ponds | Lot | 538 | 1.30 | 6.00 | 521.00 |
| Milford Ponds | Lot | 539 | 1.30 | 6.00 | 522.00 |
| Milford Ponds | Lot | 540 | 1.30 | 6.00 | 523.00 |
| Milford Ponds | Lot | 541 | 1.30 | 6.00 | 524.00 |
| Milford Ponds | Lot | 542 | 1.30 | 6.00 | 525.00 |

| | | | | | |
|---------------|-----|-----|------|------|--------|
| Milford Ponds | Lot | 543 | 1.30 | 6.00 | 526.00 |
| Milford Ponds | Lot | 544 | 1.30 | 6.00 | 527.00 |
| Milford Ponds | Lot | 545 | 1.30 | 6.00 | 528.00 |
| Milford Ponds | Lot | 546 | 1.30 | 6.00 | 529.00 |
| Milford Ponds | Lot | 547 | 1.30 | 6.00 | 530.00 |
| Milford Ponds | Lot | 548 | 1.30 | 6.00 | 531.00 |
| Milford Ponds | Lot | 549 | 1.30 | 6.00 | 532.00 |
| Milford Ponds | Lot | 550 | 1.30 | 6.00 | 533.00 |
| Milford Ponds | Lot | 551 | 1.30 | 6.00 | 534.00 |
| Milford Ponds | Lot | 552 | 1.30 | 6.00 | 535.00 |
| Milford Ponds | Lot | 553 | 1.30 | 6.00 | 536.00 |
| Milford Ponds | Lot | 554 | 1.30 | 6.00 | 537.00 |
| Milford Ponds | Lot | 555 | 1.30 | 6.00 | 538.00 |
| Milford Ponds | Lot | 556 | 1.30 | 6.00 | 539.00 |
| Milford Ponds | Lot | 557 | 1.30 | 6.00 | 540.00 |
| Milford Ponds | Lot | 558 | 1.30 | 6.00 | 541.00 |
| Milford Ponds | Lot | 559 | 1.30 | 6.00 | 542.00 |
| Milford Ponds | Lot | 560 | 1.30 | 6.00 | 543.00 |
| Milford Ponds | Lot | 561 | 1.30 | 6.00 | 544.00 |
| Milford Ponds | Lot | 562 | 1.30 | 6.00 | 545.00 |
| Milford Ponds | Lot | 563 | 1.30 | 6.00 | 546.00 |
| Milford Ponds | Lot | 564 | 1.30 | 6.00 | 547.00 |
| Milford Ponds | Lot | 565 | 1.30 | 6.00 | 548.00 |
| Milford Ponds | Lot | 566 | 1.30 | 6.00 | 549.00 |
| Milford Ponds | Lot | 567 | 1.30 | 6.00 | 550.00 |
| Milford Ponds | Lot | 571 | 1.30 | 6.00 | 551.00 |
| Milford Ponds | Lot | 572 | 1.30 | 6.00 | 552.00 |
| Milford Ponds | Lot | 573 | 1.30 | 6.00 | 553.00 |
| Milford Ponds | Lot | 574 | 1.30 | 6.00 | 554.00 |
| Milford Ponds | Lot | 575 | 1.30 | 6.00 | 555.00 |
| Milford Ponds | Lot | 576 | 1.30 | 6.00 | 556.00 |

Exhibit "C"

MILFORD PONDS

ARCHITECTURAL GUIDELINES

INTRODUCTION

ARTICLE I.

The guidelines and project philosophy as set forth herein are meant to establish a level of aesthetics which will benefit the value of the individual homes and properties, and therefore the entire community. These standards will be the basis of the architectural review process.

PHILOSOPHY OF DEVELOPMENT

ARTICLE II.

Milford Ponds is a community with a design concept focused on promoting a natural, private, active setting for its home owners.

It is the stated goal of this community to maintain this natural condition and to build on the remaining site in a way that results in a cohesive character with a strong sense of community identity.

Each new house design, while maintaining its individuality, should recognize its important role of reinforcing the established character of the community. The intent of these guidelines is to establish architectural guidelines that enhance and compliment the natural setting, thereby creating a community that will increase in value over time, and that promotes an unmatched style of living.

Persons interested in building may use any builder of their choice subject to the approval by the Milford Ponds Architectural Review Committee of plans and building materials.

LEGAL RESTRICTIONS

ARTICLE III.

All construction shall conform to the codes and ordinances of the City of Milford, Sussex County and the State of Delaware.

This document, which will be made a part of the Second Amended and Restated Community Constitution (Covenants, Conditions, Easements and Restrictions) For Milford Ponds Property Owners Association, Inc. (the "Declaration"), is a legal agreement among all property owners in Milford Ponds. It provides for a community association and gives that Association certain powers.

These architectural guidelines, by agreement, establish directives on the use and development of all property in Milford Ponds to protect the character and environmental quality of the community for the benefit of the Members.

One essential component of this agreement is the establishment of the Milford Ponds Architectural Review Committee (MPARC). This provision is made and described in the Declaration.

The MPARC is charged with the responsibility of interpreting the intent of these architectural guideline in order to promote, preserve, and protect the design and environmental qualities of Milford Ponds. For this purpose, these guidelines have been established.

MILFORD PONDS ARCHITECTURAL GUIDELINES DEFINED:

These Guidelines are a written composite summary of the MPARC's policies that relate to architecture, materials and finishes, and landscaping and site improvements for all residential properties.

These architectural guidelines differ from the Declaration in that they establish more

specific requirements as determined to be appropriate by the Declarant and/or MPARC. Changes may be recommended by the Declarant or MPARC and adopted in the manner prescribed in the Declaration.

These architectural guidelines are authorized by the Declaration and, as such, are legally enforceable restrictions.

MILFORD PONDS ARCHITECTURAL REVIEW COMMITTEE ("MPARC")

ARTICLE IV.

REVIEW BASIS

The MPARC bases its review of each application on its interpretation of the Declaration and these architectural guidelines only.

Due to time constraints, the MPARC's review of all applications occurs without personal presentations by the applicants. Therefore, it is incumbent upon the applicant to provide sufficient and accurate information to the MPARC for proper consideration. If, in the applicant's opinion, extenuating circumstances exist which would require a variance from stated guidelines, such information should be presented with the application. The MPARC may grant variances from these guidelines if it determines that a strict application of these guidelines would result in exceptional hardship to the applicant.

All buildings and improvements constructed by a Dealer (as defined in the Declaration) shall be exempt from the MPARC application, review, and approval process. However, Dealers shall be required to satisfy all Design Guidelines set forth below and all construction, design, and architectural guidelines set forth in the Declaration that are applicable to a Dealer.

PREPARATION OF DRAWINGS

For consideration by the MPARC, drawings must be neat, accurate, drawn to scale, and

with sufficient detail to adequately explain the entire design. Insufficient explanation of a design, including all visible details, is cause for rejection of an application.

New home and home improvement applications require two (2) sets of the following: site plans (showing the location of the structure or addition with dimensions to property lines and to include landscape plans), floor plans, elevations, and a description of the exterior materials and colors. For additions, the plans and elevations should show both the existing structure and the new construction. The drawings should address as many of the architectural guidelines as possible.

DESIGN GUIDELINES

ARTICLE V.

A. Site Development

1. All driveways shall be composed of a hard surface finish, which is either concrete, asphalt or comparable materials. Crushed shells, stone or gravel may not be used. All elevations related to the driveway will be set and/or approved by the MPARC. The driveway apron shall not impede adjacent stormwater swales and shall be appropriately contoured as required. This apron will be installed by the Declarant.

2. All houses shall be provided with a driveway. The only acceptable paving material is concrete, asphalt or comparable materials.

3. All other paved areas shall be subject to individual approval by the MPARC.

4. All refuse/waste containers shall be concealed in an approved enclosure.

5. All electric and telephone service lines shall be buried underground. All exterior lights not attached to a building shall not be greater than six (6) feet in height.

6. Each Unit is required to have a landscaping plan, which must be approved by the MPARC and completed in conjunction with the completion of any house constructed on the

Unit. Dealers shall not be required to comply with the foregoing approval requirements. Rather, Dealers shall submit their landscaping plans to and receive approval from the Declarant as set forth in Article VI, Section 17(a) of the Declaration. If landscaping cannot be completed due to weather, the planting must be completed at the first available opportunity that weather allows.

7. No exterior appendages or apparatus such as the following shall be allowed (by way of illustration and not limitation): antennas, towers, clothes lines, flag poles, or yard decorations.

8. Street numbers shall be limited to four inches (4") in height.

9. All propane, gas and oil tanks shall be concealed.

B. Minimum House Size

1. There shall be no more than one dwelling per Unit as delineated on the Record Plot. No dwelling shall have less than one thousand (1,000) square feet of under roof heated interior space, exclusive of porches and decks, garage or similar non-year-round heated space, but inclusive of heated basement space.

C. Architectural Features

1. All exposed portions of the foundation shall be of a finished concrete and/or covered with stone, brick, porridging or stucco.

2. All materials except for decking shall be stained or painted. No exposed- to-view materials will remain unfinished

3. All roofs shall be sloping. No flat roofs shall be allowed. The foregoing requirements shall not apply to accessory structures, such as a portico, constructed by a Dealer.

4. All roofing shall be architectural asphalt, cedar or approved metal.

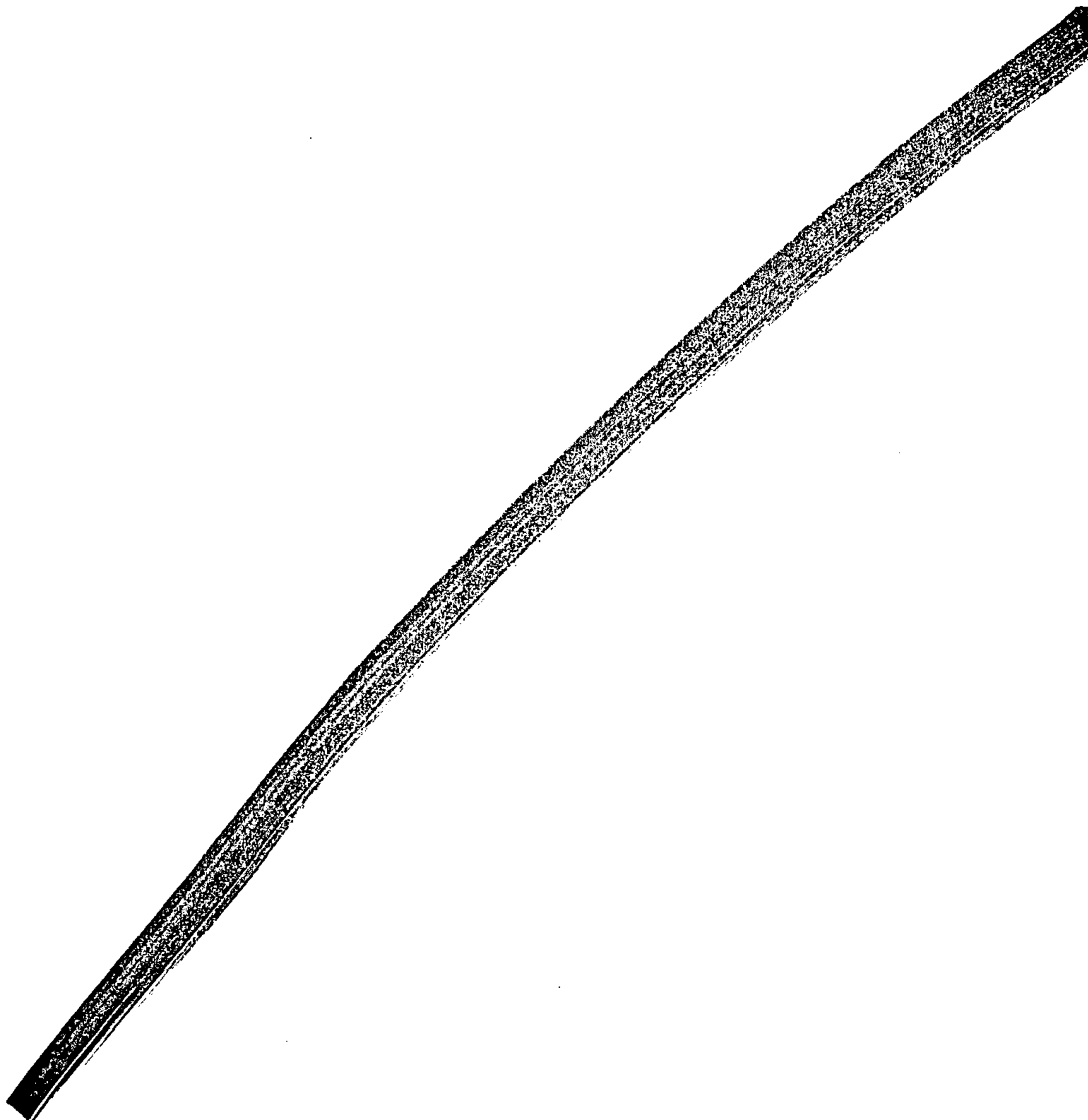
5. Siding and trim shall be wood, aluminum or vinyl.

6. All chimneys shall exit the roof near or at the ridge of the roof. Metal flue caps shall be located only within metal chimney cap. Dealers shall be permitted to install direct vent fireplaces, in which case the foregoing requirements shall not apply.

7. Approved fences are allowed provided that they:

- a. are made out of PVC/vinyl or aluminum;
- b. have no less than three (3) railings and no more than four (4) railings;
- c. are located in the backyard behind the rear line of the house.

8. Dog kennels are not allowed.



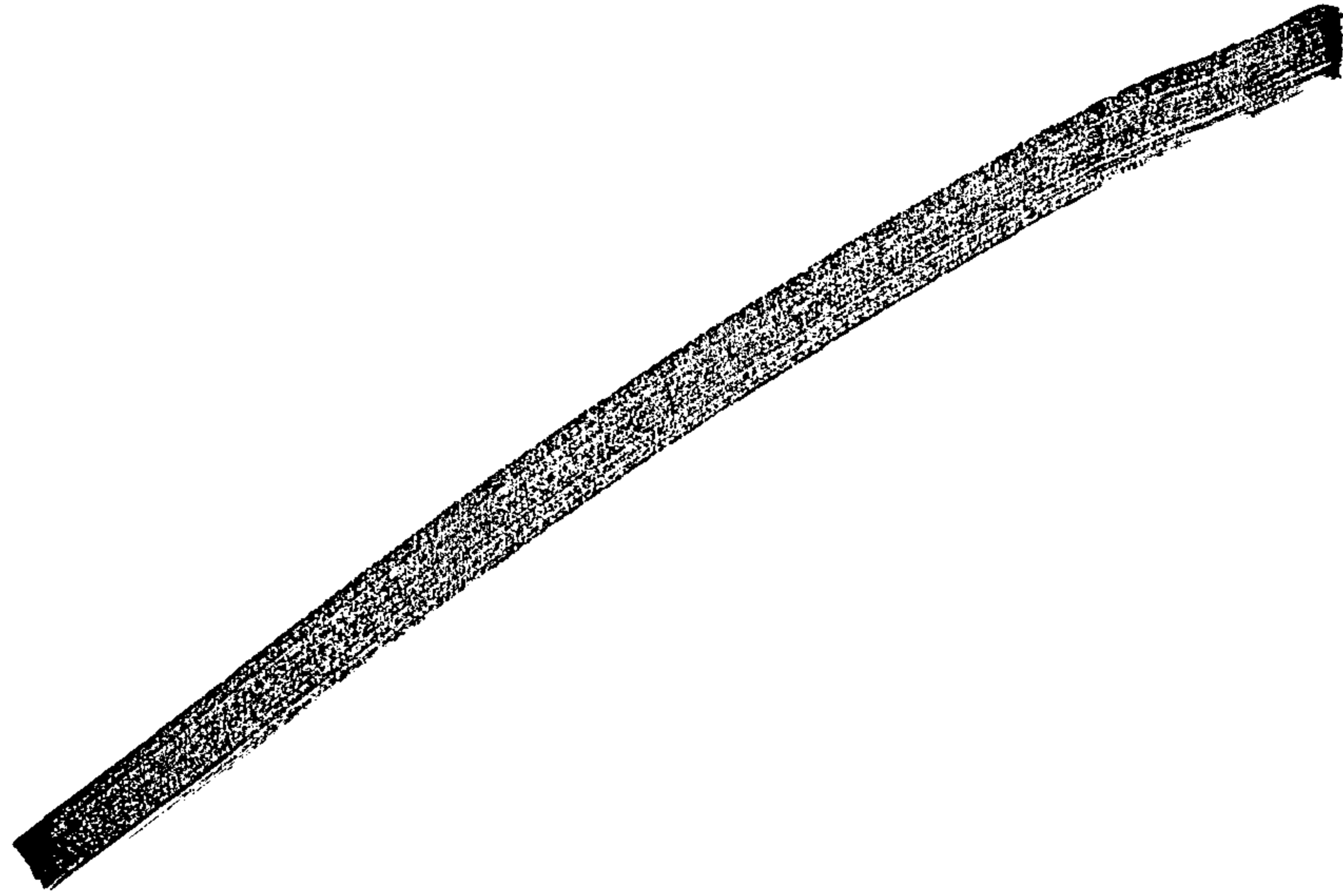


Exhibit "D"

Declaration of Deferred Infrastructure Charge



Tax Parcel Numbers: See Attached Exhibit "A"

Prepared By and Return to:
Douglas M. Hershman, Esquire
Cooch and Taylor P.A.
1000 West Street,
10th Floor,
Wilmington, DE 19801

**DECLARATION OF DEFERRED INFRASTRUCTURE CHARGES
INCLUDING, BUT NOT LIMITED TO WATER AND SEWER AND ROADS
(Milford Ponds)**

THIS DECLARATION OF DEFERRED INFRASTRUCTURE CHARGES, INCLUDING, BUT NOT LIMITED TO, WATER AND SEWER AND ROADS ("**Declaration**") is made this 4th day of July, 2017, by **MILFORD PONDS, LLC**, a Delaware limited Liability company, Grantor ("**Declarant**"), for the benefit of **MILFORD PONDS UTILITY GROUP, LLC**, a Delaware limited liability company, Grantee ("**Utility Group**").

WITNESSETH:

A. Declarant is the owner of certain real property located in Sussex County, Delaware that is more particularly described on Exhibit "A" attached to and made a part of this Declaration (the "**Property**") and commonly referred to as Milford Ponds. The Property is intended for the construction of single family and multi-family buildings containing residential dwelling units (collectively the "**Living Units**" and individually a "**Living Unit**"). It is intended that the Property will contain approximately 726 Living Units; however, Declarant reserves the right to construct more or less than the foregoing number of Living Units on the Property.

B. Declarant or the Utility Company, or their designees or appointees, have caused or will cause water and sewer pipes and transmission lines to be installed in the streets, common areas, public rights-of-way, and/or public utility easements within the Property so that public water and public sanitary sewer service can be provided to the Living Units and will construct roads and other public improvements within the Property that will be available for public use (collectively the "**Infrastructure Systems**") and Declarant or the Utility Company shall maintain such Infrastructure Systems until such time as the City of Milford, Delaware ("**City**") or the "Owner" (as defined below) shall take over such responsibility as outlined below. As provided by the City of Milford Code and as agreed with the City in a Utility Agreement ("**Utility Agreement**"), the Declarant or the Utility Company will undertake to pay for the entire cost of the construction of the Infrastructure Systems in accordance with the City requirements, at no cost to the City and, thus, the City will not impose capital facilities charges or front foot benefit assessments against the Living Units for infrastructure improvements installed or constructed by Declarant or the Utility Group.

C. Declarant and Utility Company have covenanted and agreed to establish certain charges upon the Living Units, in accordance with this Declaration, for the partial reimbursement of the Infrastructure Systems to be paid by the Owners to the Utility Company, its designees, successors and assigns, over a period of thirty (30) years commencing upon the Commencement Date, as hereinafter defined, provided that Declarant shall have the right to collect Infrastructure Charges in advance, and in monthly, quarterly, or bi-annual installments, as provided in this Declaration. Such installments are referred to individually as "**Infrastructure Charge**" and collectively as the "**Infrastructure Charges**", and such terms shall also be deemed to refer to all applicable "Default Interest" (defined below), costs, late fees and attorneys' fees.

D. Any portion of the Infrastructure Systems that are public roads or are located within streets, common areas, public or private rights-of-way or public utility easements are, after completion, inspection and acceptance as provided in the City of Milford Code and in the Utility Agreement with Declarant, to be maintained by the City. Any portions of the Infrastructure Systems that are located within any portion of the Property not otherwise maintained by the City are to be maintained by the owner of such portion of the Property. Declarant shall have no responsibility for maintaining, repairing or replacing the Infrastructure Systems.

E. The water and sewer service supplied to and used in connection with the Living Units is to be furnished and billed for by the City. Such billings shall be the responsibility of the "Owner" (defined below) of the Living Unit, payable by such Owner directly to the City or, if applicable, indirectly as part of the Owner's condominium assessments, to the extent the Living Unit is part of a condominium and the costs of water and sewer service are part of the common expenses of the Condominium. Such billings are separate and apart from the "Infrastructure Charges" established by this Declaration. As used in this Declaration, the term "**Owner**" shall mean the record owner, whether one (1) or more persons or entities, of a fee simple interest in any Living Unit but excluding those having such interest solely as security for the performance of an obligation.

F. In order to make the covenant and agreement to pay the Infrastructure Charges a lien and covenant and agreement running with the land and binding upon the land and the parties hereto and each and all of their respective heirs, personal representatives, successors and assigns, and all future Owners of Living Units, the Declarant has executed and delivered and recorded this Declaration in order to charge and encumber the Living Units with the continuing servitude and charge and obligation and lien and covenants and agreements to pay to the Utility Company, its successors and assigns, the Infrastructure Charges hereinafter set forth.

NOW, THEREFORE, Declarant declares that each Living Unit, whether now or hereafter constructed on the Property, shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, occupied and used subject to the covenants, conditions, restrictions, obligations and charges set forth in this Declaration, which shall run with title to the Property and the Living Units and be binding on all parties having any right, title or interest in all or any portion of the Property or any Living Unit, their respective heirs, personal representatives, successors, transferees and assigns, and which shall inure to the benefit of Declarant, and its designees, successors, transferees and assigns:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into and made a material part of this Declaration.

2. **Amount and Payment of Charges.**

(a) The Infrastructure Charges (exclusive of Default Interest, costs, late fees, and attorneys' fees) shall be payable to the Utility Company as follows: Six Hundred Dollars (\$600.00) per year for each single family detached Living Unit for a period of thirty (30) years; Five Hundred Dollars (\$500.00) per year for each single family attached Living Unit for a period of thirty (30) years; and Four Hundred Dollars (\$400.00) per year for each multi-family condominium Living Unit for a period of thirty (30) years.

(b) The Infrastructure Charges with respect to each Living Unit shall commence to be payable on the earlier of the following (the "**Commencement Date**"): (i) the date that the Living Unit is first conveyed by Declarant to an Owner that is not Declarant, a company related to Declarant or a home building company in a contractual relationship with Declarant, or (ii) seven (7) years after the date that this Declaration is recorded. Unless sooner paid in full as provided below, the Infrastructure Charges for each Living Unit shall terminate on the date that is thirty (30) years after the Commencement Date (the "**Termination Date**"). Nothing in this Declaration shall be deemed to excuse the payment of any Infrastructure Charges which accrue through and remain unpaid as of the Termination Date, including, without limitation, Default Interest, costs, late fees and attorneys' fees, and the obligation to pay such sums shall survive the Termination Date. The initial installment of Infrastructure Charges for each Living Unit (the "**Initial Payment**") shall be pro-rated on a per diem basis for the period from the Commencement Date for that Living Unit through December 31st of the year in which such Commencement Date occurs and shall be due and payable, in advance, on such Commencement Date. Each installment of the Infrastructure Charges subsequent to the Initial Payment shall be due and payable, in advance, on January 1st of each and every year following the Commencement Date for a period of thirty (30) years, except that the final installment of the Infrastructure Charges shall be pro-rated on a per diem basis for the period from January 1st of the 30th year through the Termination Date and such final installment shall be due and payable, in advance, on January 1st of the 30th year.

(c) It is the intent of this Declaration that the total Infrastructure Charges payable over thirty (30) years (exclusive of Default Interest, costs, late fees, and attorneys' fees) shall be Eighteen Thousand Dollars (\$18,000.00) per single family detached Living Unit (\$600.00 x 30 years), Fifteen Thousand Dollars (\$15,000.00) per single family attached Living Unit (\$500.00 x 30 years) and Twelve Thousand Dollars (\$12,000.00) per multi-family condominium Living Unit (\$400.00 x 30 years).

(d) Notwithstanding the foregoing provisions of this Paragraph 2, the Utility Company, in its sole and absolute discretion, may allow or can require (i) any Owner to pay the annual Infrastructure Charges in monthly, quarterly, bi-annual or annual installments as determined by the Utility Company, and (ii) any Owner's mortgagee to escrow and pay to the Utility Company the Infrastructure Charges. Any Infrastructure Charges not paid within fifteen (15) days after the due date shall bear interest from the due date until paid at the maximum

amount authorized by 6 Del. C., Section 2301, as it may be amended from time to time ("Default Interest"). In addition to Default Interest, attorneys' fees, and collection costs, if any installment of Infrastructure Charges is not paid within fifteen (15) days after its due date, the Utility Group may collect a late fee, as consideration for additional administrative costs incurred by the Utility Group in dealing with the delinquent payment, in an amount equal to (i) ten percent (10%) of the amount due for each month the payment remains outstanding (up to a maximum of three (3) such late fees during any calendar year), (ii) one and one-half percent (1.5%) of the amount due for each month the payment remains outstanding, or (iii) such other amounts as may be permitted by applicable law, the selection of which shall be at the sole discretion of the Utility Group. No Owner may waive or otherwise escape liability for Infrastructure Charges provided for in this Declaration by non-use of the Infrastructure Systems or abandonment of a Living Unit.

3. **Establishment of Lien and Personal Obligation.** Each Owner of a Living Unit (a) covenants and agrees to pay to Utility Group all Infrastructure Charges assessed against that Owner's Living Unit pursuant to this Declaration for so long as such Owner shall be a record owner of a fee simple interest in the Living Unit, (b) grants to the Utility Company, to secure payment of the Infrastructure Charges assessed against that Owner's Living Unit, a lien upon the Living Unit against which the Infrastructure Charges are assessed, and (c) grants to the Utility Company the power of sale and assents to the entry of a decree and order for sale with respect to that Owner's Living Unit upon a default by the Owner under this Declaration. The payment of Infrastructure Charges assessed against each Living Unit shall also be the personal obligation of the Owner of the Living Unit as of the time that the Infrastructure Charges are assessed and such personal obligation shall be joint and several between or among any multiple persons and/or entities that comprise the Owner of the Living Unit. In the event that any Owner shall fail to pay the Infrastructure Charges applicable to that Owner's Living Unit in accordance with this Declaration, the Utility Company shall be entitled to all legal and/or equitable relief as may be available under applicable law, including, without limitation, the right (i) subject to the provisions of Paragraph 12 below, to accelerate and declare to be immediately due and payable the full amount of all future installments of the Infrastructure Charges assessed against that Owner's Living Unit (discounted in accordance with Paragraph 8 below), (ii) to bring an action at law against any Owner personally obligated to pay the Infrastructure Charges, (iii) to foreclose on the lien against the Living Unit or Living Units then belonging to that Owner in the manner now or hereafter provided for the foreclosure of mortgages, deeds of trust or other liens on real property in the State of Delaware pursuant to the power of sale or assent to a decree set forth in this Declaration or otherwise, and/or (iv) to institute such other legal and/or equitable proceedings as may otherwise from time to time be provided by applicable law. If any Owner shall fail to pay the Infrastructure Charges applicable to that Owner's Living Unit in accordance with this Declaration, and the Utility Company shall institute any legal and/or equitable proceedings to collect the delinquent Infrastructure Charges, then Default Interest, costs, late fees, and attorneys' fees equal to twenty percent (20%) of the sum claimed shall be added to the amount of the Infrastructure Charges due and payable and shall constitute additional Infrastructure Charges. All rights and remedies contained in this Declaration are cumulative and the Utility Company shall also have all other rights and remedies provided by law or in equity.

4. **Priority of Lien.** The lien for all Infrastructure Charges (including, without limitation, all Default Interest, costs, late fees and attorneys' fees) provided for in this

Declaration shall have priority from the date upon which this Declaration is recorded among the Land Records of Sussex County, Delaware ("**Land Records**") over any subsequently recorded or created lien, deed of trust, mortgage or other instrument encumbering any Living Unit. The sale or transfer of any Living Unit shall not affect any lien imposed against such Living Unit pursuant to this Declaration. The purchaser of a Living Unit shall be jointly and severally liable with the selling Owner for all accrued and unpaid Infrastructure Charges (including, without limitation, all Default Interest, costs, late fees and attorneys' fees) against the Living Unit, without prejudice to the purchasing Owner's right to recover from the selling Owner amounts paid by the purchasing Owner for unpaid Infrastructure Charges which accrued prior to the purchasing Owner's acquisition of title. However, no purchaser from an Owner shall be liable for, nor shall any Living Unit be conveyed subject to a lien for, any accrued and unpaid Infrastructure Charges greater than the amount stated in any written certificate provided by Declarant or the Utility Company in accordance with Paragraph 6 of this Declaration.

5. **Power of Sale.** In the event that the Utility Company shall elect to collect any delinquent Infrastructure Charges by foreclosing its lien pursuant to the power of sale granted to it in this Declaration, the Utility Company may designate a private collect agent ("**Collection Agent**") as its agent for purposes of instituting and conducting the foreclosure sale. The Utility Company reserves the right from time to time, in its sole discretion, to designate one or more persons as substitute Collection Agent by an instrument in writing and recorded among the Land Records. If at any time more than one person is designated as the Collection Agent, any one of the persons comprising the Collection Agent may act as the Collection Agent under this Declaration. In the event that the Utility Company shall designate a substitute Collection Agent, the prior Collection Agent shall thereupon be deemed to have been removed and the new Collection Agent shall thereafter have full power and authority to exercise such power of sale in accordance with this Declaration and applicable law, to the same extent as the Collection Agent originally named in this Declaration.

6. **Payment Certificate.** A certificate in writing, signed by a representative of the Utility Company, will be given promptly after receipt by the Utility Company of a written request for such certificate from any Owner of a Living Unit liable for the Infrastructure Charges, which certificate shall set forth the amount of any accrued and unpaid Infrastructure Charges outstanding with respect to that Living Unit, accrued Default Interest in accordance with Paragraph 2(d) of this Declaration, late charges in accordance with Paragraph 2(d) of this Declaration, and all costs and expenses incurred by Declarant in connection with its collection of such Infrastructure Charges, including, without limitation, attorneys' fees, and such certificate shall be binding on the Utility Company as of the date of issuance. A charge not to exceed One Hundred Fifty Dollars (\$150.00) may be collected by Utility Company in advance for each such certificate so issued.

7. **Billing Statement.** All Infrastructure Charges, Default Interest, costs, late fees and attorneys' fees payable in accordance with this Declaration shall be payable to the Utility Company, its successors, transferees, and assigns, in accordance with such billing statements as may be issued by the Utility Company, or its designee. However, failure to receive a bill for the Infrastructure Charges shall not relieve any Owner of such Owner's liability to pay any Infrastructure Charges, Default Interest, costs, late fees, or attorneys' fees due under this Declaration.

8. **Prepayment.** Any Owner may prepay at any time the Infrastructure Charges Attributable to such Owner's Living Unit by paying the amount computed by the Utility Company in accordance with this Paragraph, on or before the due date for the next installment of Infrastructure Charges for that Living Unit, provided that such Owner is not then in default under this Declaration, and is current in the payment of all installments of the Infrastructure Charges due through the prepayment date (including, without limitation, all Default Interest, costs, late fees and attorneys' fees). With respect to each Living Unit, the prepayment amount applicable at any given time shall be an amount equal to the sum of all unpaid installments of the Infrastructure Charges attributable to that Living Unit through the Termination Date, discounted at a rate of six percent (6%) per annum. In return for such prepayment, including, without limitation, payment of all outstanding Default Interest, costs, late fees and attorneys' fees (which shall not be discounted), the Owner shall receive from the Utility Company a full release of that Owner's Living Unit from this Declaration, in recordable form, certifying that all payments under this Declaration have been discharged. No Owner, or former Owner, shall be entitled to reimbursement from Declarant of any prepaid Infrastructure Charges.

9. **Assignment; Transfer.** All or any portion of the rights, reservations, interests, exemptions, powers, and/or privileges of Declarant or the Utility Company under this Declaration may be assigned and transferred (exclusively or non-exclusively) by Declarant or Utility Company, as applicable, and by the successors in interest to Declarant or the Utility Company, as applicable, under this Declaration, to any other individual or entity, without notice to or the consent of any Owner or any other party, by instrument in writing recorded among the Land Records. The Utility Company and its successors in interest shall have the right to transfer, assign, pledge, or in any other fashion encumber its right to any or all of the Infrastructure Charges (including, without limitation, Default Interest, costs, late fees and attorneys' fees).

10. **Withdrawal.** Declarant may withdraw any Living Unit or Living Units from the operation and effect of this Declaration without the consent of any Owner or other person or entity. Such withdrawn Living Unit shall no longer be subject to the covenants, conditions, restrictions, obligations and charges of this Declaration except for any rights, reservations, interests, exemptions, powers, or privileges which are expressly reserved to Declarant in the instrument effectuating such withdrawal. Such withdrawal shall be made by recording a Supplementary Declaration among the Land Records, withdrawing the effect of the covenants, conditions, restrictions, obligations and charges of this Declaration from the withdrawn Living Unit.

11. **Power of Attorney.**

(a) There is hereby reserved to Declarant for itself (and for its successors, transferees and assigns to whom such right has been specifically assigned by Declarant in writing), the right, but not the obligation, to execute, on behalf of all contract purchasers, Owners, mortgagees, and other Lienholders or parties claiming a legal or equitable interest in all or any portion of the Living Units any agreements, documents, amendments and supplements to this Declaration which may be required by the Federal National Mortgage Association, the FHA, the VA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the County, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Living Units, the Utility Company, any institutional lender or

title insurance company designated by Declarant, or to comply with any applicable laws or regulations.

(b) Each and every contract purchaser, Owner, mortgagee and other lienholder or party having a legal or equitable interest in all or any portion of the Living Units automatically and irrevocably names, constitutes, appoints and confirms Declarant (and its successors, transferees and assigns to whom such right has been specifically assigned by Declarant in writing) as attorney-in-fact for the purpose of executing each agreement, document, amendment, supplement and other instrument referred to in Paragraph 11(a), subject to the limitations set forth below.

(c) No such agreement, document, amendment, supplement or other instrument which materially and adversely affects the value of any Living Unit, or substantially increases the financial obligations of an Owner, shall be made without the prior written consent of the affected Owner(s) and all holders of any mortgage(s) encumbering the Living Unit(s) owned by the affected Owner(s). Any such agreement, document, amendment, supplement or instrument which adversely affects the priority or validity of any mortgage which encumbers any Living Unit(s), shall not be made without the prior written consent of the holders of all such mortgages.

(d) This power of attorney is expressly declared and acknowledged to be coupled with an interest and shall run with the title to each Living Unit, and be binding upon the heirs, personal representatives, successors, transferees and assigns of all contract purchasers, Owners, mortgagees, and other lienholders or parties claiming a legal or equitable interest in any Living Unit. Further, this power of attorney shall not be affected by the death or disability of any principal and is intended to deliver all right, title and interest of the principal in and to the power of attorney. This power of attorney shall be vested in Declarant (and its successors, transferees and assigns to whom such right has been specifically assigned by Declarant in writing) until all Infrastructure Charges are paid in full. Declarant may require that a party accepting title to a Living Unit shall execute a separate and written power of attorney coupled with an interest in the form set forth in the attached Exhibit "B" and record it in the Land Records. However, the power of attorney coupled with an interest provided by this Paragraph 11 shall be deemed fully granted to the Declarant when any such interest is acquired, whether or not such separate and written power of attorney is coupled with executed and recorded agreements.

12. **Eligible Mortgagee's Right to Cure Default.** If an "Eligible Mortgagee" (defined below) exists for a particular Living Unit, upon a default under this Declaration by the Owner of such Living Unit, the Utility Company may not exercise its right to accelerate and declare to be immediately due and payable the full amount of all future installments of the Infrastructure Charges assessed against such Living Unit until (a) a notice is sent to the Eligible Mortgagee (the "Notice to Cure") specifying the amount of Infrastructure Charges due as of the date of the Notice to Cure along with a statement that the Eligible Mortgagee has the right to cure the Owner's failure to pay the outstanding Infrastructure Charges within thirty (30) days of the date of the Notice to Cure; and (b) the outstanding Infrastructure Charges remain unpaid after such thirty (30)-day cure period. The term "**Eligible Mortgagee**" refers to any institutional holder, insurer, or guarantor of a first mortgage on a Living Unit that provides a written request to the Utility Company, or its successors in interest with respect to this Declaration pursuant to a

recorded assignment as contemplated in Paragraph 9 above, that it be informed of the Living Unit Owner's failure to pay any Infrastructure Charges due under this Declaration (an "**Eligible Mortgage Request**"). Each Eligible Mortgage Request shall include the mortgagee's name and address and the address of the Living Unit to which its mortgage relates. If there is no Eligible Mortgage for a particular Living Unit, the Utility Company may exercise its right to accelerate and declare to be immediately due and payable the full amount of all future installments of the Infrastructure Charges assessed against such Living Unit without providing any opportunity to cure such default. Any Notice of Cure or Eligible Mortgage Request shall be in writing and shall be deemed duly given if (i) personally delivered, with signed and dated receipt, (ii) sent by reputable commercial overnight delivery service, with signed and dated receipt, or (iii) mailed by certified mail, return receipt requested, first class, postage prepaid. Notices to the Utility Company shall be to: Milford Ponds Utility Group, LLC, 179 Rehoboth Avenue, Suite 1081, Rehoboth, DE 19971 or to such other address as the Utility Company, its successors, assigns, or designees, may from time to time provide the Owners in billing statements or in other written notices.

13. **Waiver.** No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce this Declaration.

14. **Severability.** The terms and provisions of this Declaration are severable. In the event that any term or provision of this Declaration is invalid or unenforceable for any reason, the remaining terms and provisions shall remain in full force and effect.

15. **Perpetuities.** If any of the covenants, restrictions, or other provisions of this Declaration shall be unlawfully void, or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of John F. Kennedy, the 35th President of United States.

16. **Binding Effect.** All provisions of this Declaration, including the benefits and burdens, shall touch, concern and run with the land, shall be binding upon the Owners and their respective heirs, personal representatives, successors, transferees and assigns and shall inure to the benefit of Declarant and Utility Group and their respective successors, transferees and assigns.

17. **Captions and Gender.** The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male or female shall include all genders and the singular shall include the plural and vice versa.

18. **Enforcement and Recordation.** This Declaration shall be construed and enforced in accordance with the laws of the State of Delaware excluding choice of law principles, and shall be effective upon its recordation among the Land Records. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating assessments for the Infrastructure Charges payable to the Utility Company.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the day and year first above written.

WITNESS:

DECLARANT/GRANTOR:

MILFORD PONDS, LLC, a Delaware limited liability company

Michelle C. Mor

By: Joel P. Sens (SEAL)
Joel P. Sens, Member

WITNESS:

UTILITY GROUP/GRANTEE

MILFORD PONDS UTILITY GROUP, LLC,
a Delaware limited liability company

Michelle C. Mor

By: Joel P. Sens (SEAL)
Joel P. Sens, Member

STATE OF Delaware

COUNTY OF New Castle

*
* to wit:
*

On this 14th day of July, 2017, before me, the undersigned notary public for the aforesaid jurisdiction, personally appeared Joel P. Sens, known to me (or satisfactorily proven) to be a Member of Milford Ponds, LLC, a Delaware Limited Liability Company, and that he, in such capacity and being authorized to do so, executed the foregoing and annexed instrument on behalf of Milford Ponds, LLC for the purposes therein contained.

Jeremy D. Eicher
Notary Public

My Commission Expires: N/A

[NOTARIAL SEAL]

JEREMY D. EICHER
NOTARIAL OFFICER
Attorney No. 5093
Pursuant to 29 Del. C. #4323(a)(3)

STATE OF Delaware
COUNTY OF New Castle

*
* to wit:
*

On this 14 day of July, 2017, before me, the undersigned notary public for the aforesaid jurisdiction, personally appeared Joel P. Sens, known to me (or satisfactorily proven) to be a Member of Milford Ponds Utility Group LLC, a Delaware Limited Liability Company, and that he, in such capacity and being authorized to do so, executed the foregoing and annexed instrument on behalf of Milford Ponds Utility Group, LLC for the purposes therein contained.


Notary Public

My Commission Expires: 11/1/18

[NOTARIAL SEAL]

JEREMY D. EICHER
NOTARIAL OFFICER
Attorney No. 5093
Pursuant to 29 Del. C. #4323(a)(3)

EXHIBIT A

Description of Property

EXHIBIT "A"

Tax Parcel Numbers:

| | |
|--|------------------|
| RESORT CLUBHOUSE IN MILFORD PONDS | 1-30 6.00 108.00 |
| SW/OF RD 213 & 50'NW/ FLYING GEESE RD PARCEL A | 1-30 3.00 264.00 |
| PASSIVE AREAS & SWM AREA PHASE 2 MILFORD PONDS | 1-30 3.00 264.01 |
| MILFORD PONDS LOT 583 PUMP STATION | 1-30 6.00 557.00 |
| MILFORD PONDS OPEN SPACE,SWM AREA & WETLANDS | 1-30 6.00 558.00 |
| MILFORD PONDS LOT 1 | 1-30 6.00 167.00 |
| MILFORD PONDS LOT 2 | 1-30 6.00 168.00 |
| MILFORD PONDS LOT 3 | 1-30 6.00 169.00 |
| MILFORD PONDS LOT 4 | 1-30 6.00 170.00 |
| MILFORD PONDS LOT 5 | 1-30 6.00 171.00 |
| MILFORD PONDS LOT 6 | 1-30 6.00 172.00 |
| MILFORD PONDS LOT 7 | 1-30 6.00 173.00 |
| MILFORD PONDS LOT 8 | 1-30 6.00 174.00 |
| MILFORD PONDS LOT 9 | 1-30 6.00 175.00 |
| MILFORD PONDS LOT 10 | 1-30 6.00 176.00 |
| MILFORD PONDS LOT 11 | 1-30 6.00 177.00 |
| MILFORD PONDS LOT 12 | 1-30 6.00 178.00 |
| MILFORD PONDS LOT 13 | 1-30 6.00 179.00 |
| MILFORD PONDS LOT 14 | 1-30 6.00 180.00 |
| MILFORD PONDS LOT 15 | 1-30 6.00 181.00 |
| MILFORD PONDS LOT 16 | 1-30 6.00 182.00 |
| MILFORD PONDS LOT 17 | 1-30 6.00 183.00 |
| MILFORD PONDS LOT 18 | 1-30 6.00 184.00 |
| MILFORD PONDS LOT 19 | 1-30 6.00 185.00 |
| MILFORD PONDS LOT 20 | 1-30 6.00 186.00 |
| MILFORD PONDS LOT 21 | 1-30 6.00 187.00 |
| MILFORD PONDS LOT 22 | 1-30 6.00 188.00 |
| MILFORD PONDS LOT 23 | 1-30 6.00 189.00 |
| MILFORD PONDS LOT 24 | 1-30 6.00 190.00 |
| MILFORD PONDS LOT 25 | 1-30 6.00 191.00 |
| MILFORD PONDS LOT 26 | 1-30 6.00 192.00 |
| MILFORD PONDS LOT 27 | 1-30 6.00 193.00 |
| MILFORD PONDS LOT 28 | 1-30 6.00 194.00 |
| MILFORD PONDS LOT 29 | 1-30 6.00 195.00 |
| MILFORD PONDS LOT 30 | 1-30 6.00 196.00 |
| MILFORD PONDS LOT 31 | 1-30 6.00 197.00 |
| MILFORD PONDS LOT 32 | 1-30 6.00 198.00 |
| MILFORD PONDS LOT 33 | 1-30 6.00 199.00 |

BK: 4868 FG: 110
BK: 4740 FG: 12

| | | | |
|-----------------------|------|------|--------|
| MILFORD PONDS LOT 34 | 1-30 | 6.00 | 200.00 |
| MILFORD PONDS LOT 35 | 1-30 | 6.00 | 201.00 |
| MILFORD PONDS LOT 36 | 1-30 | 6.00 | 202.00 |
| MILFORD PONDS LOT 37 | 1-30 | 6.00 | 203.00 |
| MILFORD PONDS LOT 38 | 1-30 | 6.00 | 204.00 |
| MILFORD PONDS LOT 39 | 1-30 | 6.00 | 205.00 |
| MILFORD PONDS LOT 40 | 1-30 | 6.00 | 206.00 |
| MILFORD PONDS LOT 41 | 1-30 | 6.00 | 207.00 |
| MILFORD PONDS LOT 42 | 1-30 | 6.00 | 208.00 |
| MILFORD PONDS LOT 43 | 1-30 | 6.00 | 209.00 |
| MILFORD PONDS LOT 44 | 1-30 | 6.00 | 210.00 |
| MILFORD PONDS LOT 45 | 1-30 | 6.00 | 211.00 |
| MILFORD PONDS LOT 46 | 1-30 | 6.00 | 212.00 |
| MILFORD PONDS LOT 47 | 1-30 | 6.00 | 213.00 |
| MILFORD PONDS LOT 48 | 1-30 | 6.00 | 214.00 |
| MILFORD PONDS LOT 49 | 1-30 | 6.00 | 215.00 |
| MILFORD PONDS LOT 50 | 1-30 | 6.00 | 216.00 |
| MILFORD PONDS LOT 51 | 1-30 | 6.00 | 217.00 |
| MILFORD PONDS LOT 52 | 1-30 | 6.00 | 218.00 |
| MILFORD PONDS LOT 53 | 1-30 | 6.00 | 219.00 |
| MILFORD PONDS LOT 54 | 1-30 | 6.00 | 220.00 |
| MILFORD PONDS LOT 55 | 1-30 | 6.00 | 221.00 |
| MILFORD PONDS LOT 56 | 1-30 | 6.00 | 222.00 |
| MILFORD PONDS LOT 57 | 1-30 | 6.00 | 223.00 |
| MILFORD PONDS LOT 58 | 1-30 | 6.00 | 224.00 |
| MILFORD PONDS LOT 59 | 1-30 | 6.00 | 225.00 |
| MILFORD PONDS LOT 60 | 1-30 | 6.00 | 226.00 |
| MILFORD PONDS LOT 61 | 1-30 | 6.00 | 227.00 |
| MILFORD PONDS LOT 62 | 1-30 | 6.00 | 228.00 |
| MILFORD PONDS LOT 63 | 1-30 | 6.00 | 229.00 |
| MILFORD PONDS LOT 64 | 1-30 | 6.00 | 230.00 |
| MILFORD PONDS LOT 65 | 1-30 | 6.00 | 231.00 |
| MILFORD PONDS LOT 66 | 1-30 | 6.00 | 232.00 |
| MILFORD PONDS LOT 67 | 1-30 | 6.00 | 233.00 |
| MILFORD PONDS LOT 68 | 1-30 | 6.00 | 234.00 |
| MILFORD PONDS LOT 69 | 1-30 | 6.00 | 235.00 |
| MILFORD PONDS LOT 70 | 1-30 | 6.00 | 236.00 |
| MILFORD PONDS LOT 71 | 1-30 | 6.00 | 237.00 |
| MILFORD PONDS LOT 72 | 1-30 | 6.00 | 238.00 |
| MILFORD PONDS LOT 73 | 1-30 | 6.00 | 239.00 |
| MILFORD PONDS LOT 74 | 1-30 | 6.00 | 240.00 |
| MILFORD PONDS LOT 75 | 1-30 | 6.00 | 241.00 |
| MILFORD PONDS LOT 76 | 1-30 | 6.00 | 242.00 |
| MILFORD PONDS LOT 77 | 1-30 | 6.00 | 243.00 |
| MILFORD PONDS LOT 150 | 1-30 | 6.00 | 244.00 |
| MILFORD PONDS LOT 151 | 1-30 | 6.00 | 245.00 |

BK= 4868 PG= 111
BK= 4740 PG= 13

| | | |
|-------------------------------|-----------|--------|
| MILFORD PONDS LOT 152 | 1-30 6.00 | 246.00 |
| MILFORD PONDS LOT 153 | 1-30 6.00 | 247.00 |
| MILFORD PONDS LOT 154 | 1-30 6.00 | 248.00 |
| MILFORD PONDS LOT 155 | 1-30 6.00 | 249.00 |
| MILFORD PONDS LOT 156 | 1-30 6.00 | 250.00 |
| MILFORD PONDS LOT 157 | 1-30 6.00 | 251.00 |
| MILFORD PONDS LOT 158 | 1-30 6.00 | 252.00 |
| MILFORD PONDS LOT 159 | 1-30 6.00 | 253.00 |
| MILFORD PONDS LOT 160 | 1-30 6.00 | 254.00 |
| MILFORD PONDS LOT 161 | 1-30 6.00 | 255.00 |
| MILFORD PONDS LOT 162 | 1-30 6.00 | 256.00 |
| MILFORD PONDS LOT 163 | 1-30 6.00 | 257.00 |
| MILFORD PONDS LOT 164 | 1-30 6.00 | 258.00 |
| MILFORD PONDS LOT 165 | 1-30 6.00 | 259.00 |
| MILFORD PONDS LOT 166 | 1-30 6.00 | 260.00 |
| MILFORD PONDS LOT 167 | 1-30 6.00 | 261.00 |
| MILFORD PONDS LOT 168 | 1-30 6.00 | 262.00 |
| MILFORD PONDS LOT 169 | 1-30 6.00 | 263.00 |
| MILFORD PONDS LOT 170 | 1-30 6.00 | 264.00 |
| MILFORD PONDS LOT 171 | 1-30 6.00 | 265.00 |
| MILFORD PONDS LOT 172 | 1-30 6.00 | 266.00 |
| MILFORD PONDS LOT 173 | 1-30 6.00 | 267.00 |
| MILFORD PONDS LOT 174 | 1-30 6.00 | 268.00 |
| MILFORD PONDS LOT 175 | 1-30 6.00 | 269.00 |
| MILFORD PONDS LOT 176 | 1-30 6.00 | 270.00 |
| MILFORD PONDS LOT 177 | 1-30 6.00 | 271.00 |
| MILFORD PONDS LOT 178 | 1-30 6.00 | 272.00 |
| MILFORD PONDS PHASE 2 LOT 179 | 1-30 6.00 | 600.00 |
| MILFORD PONDS PHASE 2 LOT 180 | 1-30 6.00 | 601.00 |
| MILFORD PONDS PHASE 2 LOT 181 | 1-30 6.00 | 602.00 |
| MILFORD PONDS PHASE 2 LOT 182 | 1-30 6.00 | 603.00 |
| MILFORD PONDS PHASE 2 LOT 183 | 1-30 6.00 | 604.00 |
| MILFORD PONDS PHASE 2 LOT 184 | 1-30 6.00 | 605.00 |
| MILFORD PONDS PHASE 2 LOT 185 | 1-30 6.00 | 606.00 |
| MILFORD PONDS PHASE 2 LOT 186 | 1-30 6.00 | 607.00 |
| MILFORD PONDS PHASE 2 LOT 187 | 1-30 6.00 | 608.00 |
| MILFORD PONDS PHASE 2 LOT 188 | 1-30 6.00 | 609.00 |
| MILFORD PONDS PHASE 2 LOT 189 | 1-30 6.00 | 610.00 |
| MILFORD PONDS PHASE 2 LOT 190 | 1-30 6.00 | 611.00 |
| MILFORD PONDS PHASE 2 LOT 191 | 1-30 6.00 | 612.00 |
| MILFORD PONDS PHASE 2 LOT 192 | 1-30 6.00 | 613.00 |
| MILFORD PONDS PHASE 2 LOT 193 | 1-30 6.00 | 614.00 |
| MILFORD PONDS PHASE 2 LOT 194 | 1-30 6.00 | 615.00 |
| MILFORD PONDS PHASE 2 LOT 195 | 1-30 6.00 | 616.00 |
| MILFORD PONDS PHASE 2 LOT 196 | 1-30 6.00 | 617.00 |
| MILFORD PONDS PHASE 2 LOT 197 | 1-30 6.00 | 618.00 |

BK = 4868 PG = 112

BK = 4740 PG = 14

| | | |
|-------------------------------|-----------|--------|
| MILFORD PONDS PHASE 2 LOT 198 | 1-30 6.00 | 619.00 |
| MILFORD PONDS PHASE 2 LOT 199 | 1-30 6.00 | 620.00 |
| MILFORD PONDS PHASE 2 LOT 200 | 1-30 6.00 | 621.00 |
| MILFORD PONDS PHASE 2 LOT 201 | 1-30 6.00 | 622.00 |
| MILFORD PONDS PHASE 2 LOT 202 | 1-30 6.00 | 623.00 |
| MILFORD PONDS PHASE 2 LOT 203 | 1-30 6.00 | 624.00 |
| MILFORD PONDS PHASE 2 LOT 204 | 1-30 6.00 | 625.00 |
| MILFORD PONDS PHASE 2 LOT 205 | 1-30 6.00 | 626.00 |
| MILFORD PONDS PHASE 2 LOT 206 | 1-30 6.00 | 627.00 |
| MILFORD PONDS PHASE 2 LOT 207 | 1-30 6.00 | 628.00 |
| MILFORD PONDS PHASE 2 LOT 208 | 1-30 6.00 | 629.00 |
| MILFORD PONDS PHASE 2 LOT 209 | 1-30 6.00 | 630.00 |
| MILFORD PONDS PHASE 2 LOT 210 | 1-30 6.00 | 631.00 |
| MILFORD PONDS PHASE 2 LOT 211 | 1-30 6.00 | 632.00 |
| MILFORD PONDS PHASE 2 LOT 212 | 1-30 6.00 | 633.00 |
| MILFORD PONDS PHASE 2 LOT 213 | 1-30 6.00 | 634.00 |
| MILFORD PONDS PHASE 2 LOT 214 | 1-30 6.00 | 635.00 |
| MILFORD PONDS PHASE 2 LOT 215 | 1-30 6.00 | 636.00 |
| MILFORD PONDS PHASE 2 LOT 216 | 1-30 6.00 | 637.00 |
| MILFORD PONDS PHASE 2 LOT 217 | 1-30 6.00 | 638.00 |
| MILFORD PONDS PHASE 2 LOT 218 | 1-30 6.00 | 639.00 |
| MILFORD PONDS PHASE 2 LOT 219 | 1-30 6.00 | 640.00 |
| MILFORD PONDS PHASE 2 LOT 220 | 1-30 6.00 | 641.00 |
| MILFORD PONDS PHASE 2 LOT 221 | 1-30 6.00 | 642.00 |
| MILFORD PONDS PHASE 2 LOT 222 | 1-30 6.00 | 643.00 |
| MILFORD PONDS PHASE 2 LOT 223 | 1-30 6.00 | 644.00 |
| MILFORD PONDS PHASE 2 LOT 224 | 1-30 6.00 | 645.00 |
| MILFORD PONDS PHASE 2 LOT 225 | 1-30 6.00 | 646.00 |
| MILFORD PONDS PHASE 2 LOT 226 | 1-30 6.00 | 647.00 |
| MILFORD PONDS PHASE 2 LOT 227 | 1-30 6.00 | 648.00 |
| MILFORD PONDS PHASE 2 LOT 228 | 1-30 6.00 | 649.00 |
| MILFORD PONDS PHASE 2 LOT 229 | 1-30 6.00 | 650.00 |
| MILFORD PONDS PHASE 2 LOT 230 | 1-30 6.00 | 651.00 |
| MILFORD PONDS PHASE 2 LOT 231 | 1-30 6.00 | 652.00 |
| MILFORD PONDS PHASE 2 LOT 232 | 1-30 6.00 | 653.00 |
| MILFORD PONDS PHASE 2 LOT 233 | 1-30 6.00 | 654.00 |
| MILFORD PONDS PHASE 2 LOT 234 | 1-30 6.00 | 655.00 |
| MILFORD PONDS PHASE 2 LOT 235 | 1-30 6.00 | 656.00 |
| MILFORD PONDS PHASE 2 LOT 236 | 1-30 6.00 | 657.00 |
| MILFORD PONDS PHASE 2 LOT 237 | 1-30 6.00 | 658.00 |
| MILFORD PONDS PHASE 2 LOT 238 | 1-30 6.00 | 659.00 |
| MILFORD PONDS PHASE 2 LOT 239 | 1-30 6.00 | 660.00 |
| MILFORD PONDS PHASE 2 LOT 240 | 1-30 6.00 | 661.00 |
| MILFORD PONDS PHASE 2 LOT 241 | 1-30 6.00 | 662.00 |
| MILFORD PONDS PHASE 2 LOT 242 | 1-30 6.00 | 663.00 |
| MILFORD PONDS PHASE 2 LOT 243 | 1-30 6.00 | 664.00 |

MILFORD PONDS PHASE 2 LOT 244 1-30 6.00 665.00
 MILFORD PONDS PHASE 2 LOT 245 1-30 6.00 666.00
 MILFORD PONDS PHASE 2 LOT 246 1-30 6.00 667.00
 MILFORD PONDS PHASE 2 LOT 247 1-30 6.00 668.00
 MILFORD PONDS PHASE 2 LOT 248 1-30 6.00 669.00
 MILFORD PONDS PHASE 2 LOT 249 1-30 6.00 670.00
 MILFORD PONDS PHASE 2 LOT 250 1-30 6.00 671.00
 MILFORD PONDS PHASE 2 LOT 251 1-30 6.00 672.00
 MILFORD PONDS PHASE 2 LOT 252 1-30 6.00 673.00
 MILFORD PONDS PHASE 2 LOT 253 1-30 6.00 674.00
 MILFORD PONDS PHASE 2 LOT 254 1-30 6.00 675.00
 MILFORD PONDS PHASE 2 LOT 255 1-30 6.00 676.00
 MILFORD PONDS PHASE 2 LOT 256 1-30 6.00 677.00
 MILFORD PONDS PHASE 2 LOT 257 1-30 6.00 678.00
 MILFORD PONDS PHASE 2 LOT 258 1-30 6.00 679.00
 MILFORD PONDS PHASE 2 LOT 259 1-30 6.00 680.00
 MILFORD PONDS PHASE 2 LOT 260 1-30 6.00 681.00
 MILFORD PONDS PHASE 2 LOT 261 1-30 6.00 682.00
 MILFORD PONDS PHASE 2 LOT 262 1-30 6.00 683.00
 MILFORD PONDS PHASE 2 LOT 263 1-30 6.00 684.00
 MILFORD PONDS PHASE 2 LOT 264 1-30 6.00 685.00
 MILFORD PONDS PHASE 2 LOT 265 1-30 6.00 686.00
 MILFORD PONDS PHASE 2 LOT 266 1-30 6.00 687.00
 MILFORD PONDS PHASE 2 LOT 267 1-30 6.00 688.00
 MILFORD PONDS PHASE 2 LOT 268 1-30 6.00 689.00
 MILFORD PONDS PHASE 2 LOT 269 1-30 6.00 690.00
 MILFORD PONDS PHASE 2 LOT 270 1-30 6.00 691.00

MILFORD PONDS LOT 271 1-30 6.00 273.00
 MILFORD PONDS LOT 272 1-30 6.00 274.00
 MILFORD PONDS LOT 273 1-30 6.00 275.00
 MILFORD PONDS LOT 274 1-30 6.00 276.00
 MILFORD PONDS LOT 275 1-30 6.00 277.00
 MILFORD PONDS LOT 276 1-30 6.00 278.00
 MILFORD PONDS LOT 277 1-30 6.00 279.00
 MILFORD PONDS LOT 278 1-30 6.00 280.00
 MILFORD PONDS LOT 279 1-30 6.00 281.00
 MILFORD PONDS LOT 280 1-30 6.00 282.00
 MILFORD PONDS LOT 281 1-30 6.00 283.00
 MILFORD PONDS LOT 282 1-30 6.00 284.00
 MILFORD PONDS LOT 283 1-30 6.00 285.00
 MILFORD PONDS LOT 284 1-30 6.00 286.00
 MILFORD PONDS LOT 285 1-30 6.00 287.00
 MILFORD PONDS LOT 286 1-30 6.00 288.00
 MILFORD PONDS LOT 287 1-30 6.00 289.00
 MILFORD PONDS LOT 288 1-30 6.00 290.00

| | | |
|-----------------------|-----------|--------|
| MILFORD PONDS LOT 289 | 1-30 6.00 | 291.00 |
| MILFORD PONDS LOT 290 | 1-30 6.00 | 292.00 |
| MILFORD PONDS LOT 291 | 1-30 6.00 | 293.00 |
| MILFORD PONDS LOT 292 | 1-30 6.00 | 294.00 |
| MILFORD PONDS LOT 293 | 1-30 6.00 | 295.00 |
| MILFORD PONDS LOT 294 | 1-30 6.00 | 296.00 |
| MILFORD PONDS LOT 295 | 1-30 6.00 | 297.00 |
| MILFORD PONDS LOT 296 | 1-30 6.00 | 298.00 |
| MILFORD PONDS LOT 297 | 1-30 6.00 | 299.00 |
| MILFORD PONDS LOT 298 | 1-30 6.00 | 300.00 |
| MILFORD PONDS LOT 299 | 1-30 6.00 | 301.00 |
| MILFORD PONDS LOT 300 | 1-30 6.00 | 302.00 |
| MILFORD PONDS LOT 301 | 1-30 6.00 | 303.00 |
| MILFORD PONDS LOT 302 | 1-30 6.00 | 304.00 |
| MILFORD PONDS LOT 303 | 1-30 6.00 | 305.00 |
| MILFORD PONDS LOT 304 | 1-30 6.00 | 306.00 |
| MILFORD PONDS LOT 305 | 1-30 6.00 | 307.00 |
| MILFORD PONDS LOT 306 | 1-30 6.00 | 308.00 |
| MILFORD PONDS LOT 307 | 1-30 6.00 | 309.00 |
| MILFORD PONDS LOT 308 | 1-30 6.00 | 310.00 |
| MILFORD PONDS LOT 309 | 1-30 6.00 | 311.00 |
| MILFORD PONDS LOT 310 | 1-30 6.00 | 312.00 |
| MILFORD PONDS LOT 311 | 1-30 6.00 | 313.00 |
| MILFORD PONDS LOT 312 | 1-30 6.00 | 314.00 |
| MILFORD PONDS LOT 313 | 1-30 6.00 | 315.00 |
| MILFORD PONDS LOT 314 | 1-30 6.00 | 316.00 |
| MILFORD PONDS LOT 315 | 1-30 6.00 | 317.00 |
| MILFORD PONDS LOT 316 | 1-30 6.00 | 318.00 |
| MILFORD PONDS LOT 317 | 1-30 6.00 | 319.00 |
| MILFORD PONDS LOT 318 | 1-30 6.00 | 320.00 |
| MILFORD PONDS LOT 319 | 1-30 6.00 | 321.00 |
| MILFORD PONDS LOT 320 | 1-30 6.00 | 322.00 |
| MILFORD PONDS LOT 321 | 1-30 6.00 | 323.00 |
| MILFORD PONDS LOT 322 | 1-30 6.00 | 324.00 |
| MILFORD PONDS LOT 323 | 1-30 6.00 | 325.00 |
| MILFORD PONDS LOT 324 | 1-30 6.00 | 326.00 |
| MIFORD PONDS LOT 325 | 1-30 6.00 | 327.00 |
| MILFORD PONDS LOT 326 | 1-30 6.00 | 328.00 |
| MILFORD PONDS LOT 327 | 1-30 6.00 | 329.00 |
| MILFORD PONDS LOT 328 | 1-30 6.00 | 330.00 |
| MILFORD PONDS LOT 329 | 1-30 6.00 | 331.00 |
| MILFORD PONDS LOT 330 | 1-30 6.00 | 332.00 |
| MILFORD PONDS LOT 331 | 1-30 6.00 | 333.00 |
| MILFORD PONDS LOT 332 | 1-30 6.00 | 334.00 |
| MILFORD PONDS LOT 333 | 1-30 6.00 | 335.00 |
| MILFORD PONDS LOT 334 | 1-30 6.00 | 336.00 |

| | | |
|-----------------------|-----------|--------|
| MILFORD PONDS LOT 335 | 1-30 6.00 | 337.00 |
| MILFORD PONDS LOT 336 | 1-30 6.00 | 338.00 |
| MILFORD PONDS LOT 337 | 1-30 6.00 | 339.00 |
| MILFORD PONDS LOT 338 | 1-30 6.00 | 340.00 |
| MILFORD PONDS LOT 339 | 1-30 6.00 | 341.00 |
| MILFORD PONDS LOT 340 | 1-30 6.00 | 342.00 |
| MILFORD PONDS LOT 341 | 1-30 6.00 | 343.00 |
| MILFORD PONDS LOT 342 | 1-30 6.00 | 344.00 |
| MILFORD PONDS LOT 343 | 1-30 6.00 | 345.00 |
| MILFORD PONDS LOT 344 | 1-30 6.00 | 346.00 |
| MILFORD PONDS LOT 345 | 1-30 6.00 | 347.00 |
| MILFORD PONDS LOT 346 | 1-30 6.00 | 348.00 |
| MILFORD PONDS LOT 347 | 1-30 6.00 | 349.00 |
| MILFORD PONDS LOT 348 | 1-30 6.00 | 350.00 |
| MILFORD PONDS LOT 349 | 1-30 6.00 | 351.00 |
| MILFORD PONDS LOT 350 | 1-30 6.00 | 352.00 |
| MILFORD PONDS LOT 351 | 1-30 6.00 | 353.00 |
| MILFORD PONDS LOT 352 | 1-30 6.00 | 354.00 |
| MILFORD PONDS LOT 353 | 1-30 6.00 | 355.00 |
| MILFORD PONDS LOT 354 | 1-30 6.00 | 356.00 |
| MILFORD PONDS LOT 355 | 1-30 6.00 | 357.00 |
| MILFORD PONDS LOT 356 | 1-30 6.00 | 358.00 |
| MILFORD PONDS LOT 357 | 1-30 6.00 | 359.00 |
| MILFORD PONDS LOT 358 | 1-30 6.00 | 360.00 |
| MILFORD PONDS LOT 359 | 1-30 6.00 | 361.00 |
| MILFORD PONDS LOT 360 | 1-30 6.00 | 362.00 |
| MILFORD PONDS LOT 361 | 1-30 6.00 | 363.00 |
| MILFORD PONDS LOT 362 | 1-30 6.00 | 364.00 |
| MILFORD PONDS LOT 363 | 1-30 6.00 | 365.00 |
| MILFORD PONDS LOT 364 | 1-30 6.00 | 366.00 |
| MILFORD PONDS LOT 365 | 1-30 6.00 | 367.00 |
| MILFORD PONDS LOT 366 | 1-30 6.00 | 368.00 |
| MILFORD PONDS LOT 367 | 1-30 6.00 | 369.00 |
| MILFORD PONDS LOT 368 | 1-30 6.00 | 370.00 |
| MILFORD PONDS LOT 369 | 1-30 6.00 | 371.00 |
| MILFORD PONDS LOT 370 | 1-30 6.00 | 372.00 |
| MILFORD PONDS LOT 371 | 1-30 6.00 | 373.00 |
| MILFORD PONDS LOT 372 | 1-30 6.00 | 374.00 |
| MILFORD PONDS LOT 373 | 1-30 6.00 | 375.00 |
| MILFORD PONDS LOT 374 | 1-30 6.00 | 376.00 |
| MILFORD PONDS LOT 375 | 1-30 6.00 | 377.00 |
| MILFORD PONDS LOT 376 | 1-30 6.00 | 378.00 |
| MILFORD PONDS LOT 377 | 1-30 6.00 | 379.00 |
| MILFORD PONDS LOT 378 | 1-30 6.00 | 380.00 |
| MILFORD PONDS LOT 379 | 1-30 6.00 | 381.00 |
| MILFORD PONDS LOT 380 | 1-30 6.00 | 382.00 |

| | | |
|-----------------------|-----------|--------|
| MILFORD PONDS LOT 381 | 1-30 6.00 | 383.00 |
| MILFORD PONDS LOT 382 | 1-30 6.00 | 384.00 |
| MILFORD PONDS LOT 383 | 1-30 6.00 | 385.00 |
| MILFORD PONDS LOT 384 | 1-30 6.00 | 386.00 |
| MILFORD PONDS LOT 385 | 1-30 6.00 | 387.00 |
| MILFORD PONDS LOT 386 | 1-30 6.00 | 388.00 |
| MILFORD PONDS LOT 387 | 1-30 6.00 | 389.00 |
| MILFORD PONDS LOT 388 | 1-30 6.00 | 390.00 |
| MILFORD PONDS LOT 389 | 1-30 6.00 | 391.00 |
| MILFORD PONDS LOT 390 | 1-30 6.00 | 392.00 |
| MILFORD PONDS LOT 391 | 1-30 6.00 | 393.00 |
| MILFORD PONDS LOT392 | 1-30 6.00 | 394.00 |
| MILFORD PONDS LOT 393 | 1-30 6.00 | 395.00 |
| MILFORD PONDS LOT 394 | 1-30 6.00 | 396.00 |
| MILFORD PONDS LOT 395 | 1-30 6.00 | 397.00 |
| MILFORD PONDS LOT 396 | 1-30 6.00 | 398.00 |
| MILFORD PONDS LOT 397 | 1-30 6.00 | 399.00 |
| MILFORD PONDS LOT 398 | 1-30 6.00 | 400.00 |
| MILFORD PONDS LOT 399 | 1-30 6.00 | 401.00 |
| MILFORD PONDS LOT 400 | 1-30 6.00 | 402.00 |
| MILFORD PONDS LOT 401 | 1-30 6.00 | 403.00 |
| MILFORD PONDS LOT 402 | 1-30 6.00 | 404.00 |
| MILFORD PONDS LOT 403 | 1-30 6.00 | 405.00 |
| MILFORD PONDS LOT 404 | 1-30 6.00 | 406.00 |
| MILFORD PONDS LOT 405 | 1-30 6.00 | 407.00 |
| MILFORD PONDS LOT406 | 1-30 6.00 | 408.00 |
| MILFORD PONDS LOT 407 | 1-30 6.00 | 409.00 |
| MILFORD PONDS LOT 408 | 1-30 6.00 | 410.00 |
| MILFORD PONDS LOT 409 | 1-30 6.00 | 411.00 |
| MILFORD PONDS LOT410 | 1-30 6.00 | 412.00 |
| MILFORD PONDS LOT 411 | 1-30 6.00 | 413.00 |
| MILFORD POND LOT412 | 1-30 6.00 | 414.00 |
| MILFORD PONDS LOT413 | 1-30 6.00 | 415.00 |
| MILFORD PONDS LOT414 | 1-30 6.00 | 416.00 |
| MILFORD PONDS LOT 415 | 1-30 6.00 | 417.00 |
| MILFORD PONDS LOT 416 | 1-30 6.00 | 418.00 |
| MILFORD PONDS LOT 417 | 1-30 6.00 | 419.00 |
| MILFORD PONDS LOT 418 | 1-30 6.00 | 420.00 |
| MILFORD PONDS LOT 419 | 1-30 6.00 | 421.00 |
| MILFORD PONDS LOT 420 | 1-30 6.00 | 422.00 |
| MILFORD PONDS LOT 421 | 1-30 6.00 | 423.00 |
| MILFORD PONDS LOT 422 | 1-30 6.00 | 424.00 |
| MILFORD PONDS LOT 423 | 1-30 6.00 | 425.00 |
| MILFORD PONDS LOT 424 | 1-30 6.00 | 426.00 |
| MILFORD PONDS LOT 425 | 1-30 6.00 | 427.00 |
| MILFORD PONDS LOT 426 | 1-30 6.00 | 428.00 |

| | | |
|-----------------------|-----------|--------|
| MILFORD PONDS LOT 427 | 1-30 6.00 | 429.00 |
| MILFORD PONDS LOT 428 | 1-30 6.00 | 430.00 |
| MILFORD PONDS LOT 429 | 1-30 6.00 | 431.00 |
| MILFORD PONDS LOT 430 | 1-30 6.00 | 432.00 |
| MILFORD PONDS LOT 431 | 1-30 6.00 | 433.00 |
| MILFORD PONDS LOT 432 | 1-30 6.00 | 434.00 |
| MILFORD PONDS LOT 433 | 1-30 6.00 | 435.00 |
| MILFORD PONDS LOT 434 | 1-30 6.00 | 436.00 |
| MILFORD PONDS LOT 444 | 1-30 6.00 | 437.00 |
| MILFORD PONDS LOT 445 | 1-30 6.00 | 438.00 |
| MILFORD PONDS LOT 446 | 1-30 6.00 | 439.00 |
| MILFORD PONDS LOT 447 | 1-30 6.00 | 440.00 |
| MILFORD PONDS LOT 448 | 1-30 6.00 | 441.00 |
| MILFORD PONDS LOT 449 | 1-30 6.00 | 442.00 |
| MILFORD PONDS LOT 450 | 1-30 6.00 | 443.00 |
| MILFORD PONDS LOT 451 | 1-30 6.00 | 444.00 |
| MILFORD PONDS LOT 452 | 1-30 6.00 | 445.00 |
| MILFORD PONDS LOT 453 | 1-30 6.00 | 446.00 |
| MILFORD PONDS LOT 454 | 1-30 6.00 | 447.00 |
| MILFORD PONDS LOT 455 | 1-30 6.00 | 448.00 |
| MILFORD PONDS LOT 456 | 1-30 6.00 | 449.00 |
| MILFORD PONDS LOT 457 | 1-30 6.00 | 450.00 |
| MILFORD PONDS LOT 458 | 1-30 6.00 | 451.00 |
| MILFORD PONDS LOT 459 | 1-30 6.00 | 452.00 |
| MILFORD PONDS LOT 460 | 1-30 6.00 | 453.00 |
| MILFORD PONDS LOT 471 | 1-30 6.00 | 454.00 |
| MILFORD PONDS LOT 472 | 1-30 6.00 | 455.00 |
| MILFORD PONDS LOT 473 | 1-30 6.00 | 456.00 |
| MILFORD PONDS LOT 474 | 1-30 6.00 | 457.00 |
| MILFORD PONDS LOT 475 | 1-30 6.00 | 458.00 |
| MILFORD PONDS LOT 476 | 1-30 6.00 | 459.00 |
| MILFORD PONDS LOT 477 | 1-30 6.00 | 460.00 |
| MILFORD PONDS LOT 478 | 1-30 6.00 | 461.00 |
| MILFORD PONDS LOT 479 | 1-30 6.00 | 462.00 |
| MILFORD PONDS LOT 480 | 1-30 6.00 | 463.00 |
| MILFORD PONDS LOT 481 | 1-30 6.00 | 464.00 |
| MILFORD PONDS LOT 482 | 1-30 6.00 | 465.00 |
| MILFORD PONDS LOT 483 | 1-30 6.00 | 466.00 |
| MILFORD PONDS LOT 484 | 1-30 6.00 | 467.00 |
| MILFORD PONDS LOT 485 | 1-30 6.00 | 468.00 |
| MILFORD PONDS LOT 486 | 1-30 6.00 | 469.00 |
| MILFORD PONDS LOT 487 | 1-30 6.00 | 470.00 |
| MILFORD PONDS LOT 488 | 1-30 6.00 | 471.00 |
| MILFORD PONDS LOT 489 | 1-30 6.00 | 472.00 |
| MILFORD PONDS LOT 490 | 1-30 6.00 | 473.00 |
| MILFORD PONDS LOT 491 | 1-30 6.00 | 474.00 |

| | | |
|-----------------------|-----------|--------|
| MILFORD PONDS LOT 492 | 1-30 6.00 | 475.00 |
| MILFORD PONDS LOT 493 | 1-30 6.00 | 476.00 |
| MILFORD PONDS LOT 494 | 1-30 6.00 | 477.00 |
| MILFORD PONDS LOT 495 | 1-30 6.00 | 478.00 |
| MILFORD PONDS LOT 496 | 1-30 6.00 | 479.00 |
| MILFORD PONDS LOT 497 | 1-30 6.00 | 480.00 |
| MILFORD PONDS LOT 498 | 1-30 6.00 | 481.00 |
| MILFORD PONDS LOT 499 | 1-30 6.00 | 482.00 |
| MILFORD PONDS LOT 500 | 1-30 6.00 | 483.00 |
| MILFORD PONDS LOT 501 | 1-30 6.00 | 484.00 |
| MILFORD PONDS LOT 502 | 1-30 6.00 | 485.00 |
| MILFORD PONDS LOT 503 | 1-30 6.00 | 486.00 |
| MILFORD PONDS LOT 504 | 1-30 6.00 | 487.00 |
| MILFORD PONDS LOT 505 | 1-30 6.00 | 488.00 |
| MILFORD PONDS LOT 506 | 1-30 6.00 | 489.00 |
| MILFORD PONDS LOT 507 | 1-30 6.00 | 490.00 |
| MILFORD PONDS LOT 508 | 1-30 6.00 | 491.00 |
| MILFORD PONDS LOT 509 | 1-30 6.00 | 492.00 |
| MILFORD PONDS LOT 510 | 1-30 6.00 | 493.00 |
| MILFORD PONDS LOT 511 | 1-30 6.00 | 494.00 |
| MILFORD PONDS LOT 512 | 1-30 6.00 | 495.00 |
| MILFORD PONDS LOT 513 | 1-30 6.00 | 496.00 |
| MILFORD PONDS LOT 514 | 1-30 6.00 | 497.00 |
| MILFORD PONDS LOT 515 | 1-30 6.00 | 498.00 |
| MILFORD PONDS LOT 516 | 1-30 6.00 | 499.00 |
| MILFORD PONDS LOT 517 | 1-30 6.00 | 500.00 |
| MILFORD PONDS LOT 518 | 1-30 6.00 | 501.00 |
| MILFORD PONDS LOT 519 | 1-30 6.00 | 502.00 |
| MILFORD PONDS LOT 520 | 1-30 6.00 | 503.00 |
| MILFORD PONDS LOT 521 | 1-30 6.00 | 504.00 |
| MILFORD PONDS LOT 522 | 1-30 6.00 | 505.00 |
| MILFORD PONDS LOT 523 | 1-30 6.00 | 506.00 |
| MILFORD PONDS LOT 524 | 1-30 6.00 | 507.00 |
| MILFORD PONDS LOT 525 | 1-30 6.00 | 508.00 |
| MILFORD PONDS LOT 526 | 1-30 6.00 | 509.00 |
| MILFORD PONDS LOT 527 | 1-30 6.00 | 510.00 |
| MILFORD PONDS LOT 528 | 1-30 6.00 | 511.00 |
| MILFORD PONDS LOT 529 | 1-30 6.00 | 512.00 |
| MILFORD PONDS LOT 530 | 1-30 6.00 | 513.00 |
| MILFORD PONDS LOT 531 | 1-30 6.00 | 514.00 |
| MILFORD PONDS LOT 532 | 1-30 6.00 | 515.00 |
| MILFORD PONDS LOT 533 | 1-30 6.00 | 516.00 |
| MILFORD PONDS LOT 534 | 1-30 6.00 | 517.00 |
| MILFORD PONDS LOT 535 | 1-30 6.00 | 518.00 |
| MILFORD PONDS LOT 536 | 1-30 6.00 | 519.00 |
| MILFORD PONDS LOT 537 | 1-30 6.00 | 520.00 |

| | | |
|-----------------------|-----------|--------|
| MILFORD PONDS LOT 538 | 1-30 6.00 | 521.00 |
| MILFORD PONDS LOT 539 | 1-30 6.00 | 522.00 |
| MILFORD PONDS LOT 540 | 1-30 6.00 | 523.00 |
| MILFORD PONDS LOT 541 | 1-30 6.00 | 524.00 |
| MILFORD PONDS LOT 542 | 1-30 6.00 | 525.00 |
| MILFORD PONDS LOT 543 | 1-30 6.00 | 526.00 |
| MILFORD PONDS LOT 544 | 1-30 6.00 | 527.00 |
| MILFORD PONDS LOT 545 | 1-30 6.00 | 528.00 |
| MILFORD PONDS LOT 546 | 1-30 6.00 | 529.00 |
| MILFORD PONDS LOT 547 | 1-30 6.00 | 530.00 |
| MILFORD PONDS LOT 548 | 1-30 6.00 | 531.00 |
| MILFORD PONDS LOT 549 | 1-30 6.00 | 532.00 |
| MILFORD PONDS LOT 550 | 1-30 6.00 | 533.00 |
| MILFORD PONDS LOT 551 | 1-30 6.00 | 534.00 |
| MILFORD PONDS LOT 552 | 1-30 6.00 | 535.00 |
| MILFORD PONDS LOT 553 | 1-30 6.00 | 536.00 |
| MILFORD PONDS LOT 554 | 1-30 6.00 | 537.00 |
| MILFORD PONDS LOT 555 | 1-30 6.00 | 538.00 |
| MILFORD PONDS LOT 556 | 1-30 6.00 | 539.00 |
| MILFORD PONDS LOT 557 | 1-30 6.00 | 540.00 |
| MILFORD PONDS LOT 558 | 1-30 6.00 | 541.00 |
| MILFORD PONDS LOT 559 | 1-30 6.00 | 542.00 |
| MILFORD PONDS LOT 560 | 1-30 6.00 | 543.00 |
| MILFORD PONDS LOT 561 | 1-30 6.00 | 544.00 |
| MILFORD PONDS LOT 562 | 1-30 6.00 | 545.00 |
| MILFORD PONDS LOT 563 | 1-30 6.00 | 546.00 |
| MILFORD PONDS LOT 564 | 1-30 6.00 | 547.00 |
| MILFORD PONDS LOT 565 | 1-30 6.00 | 548.00 |
| MILFORD PONDS LOT 566 | 1-30 6.00 | 549.00 |
| MILFORD PONDS LOT 567 | 1-30 6.00 | 550.00 |
| MILFORD PONDS LOT 571 | 1-30 6.00 | 551.00 |
| MILFORD PONDS LOT 572 | 1-30 6.00 | 552.00 |
| MILFORD PONDS LOT 573 | 1-30 6.00 | 553.00 |
| MILFORD PONDS LOT 574 | 1-30 6.00 | 554.00 |
| MILFORD PONDS LOT 575 | 1-30 6.00 | 555.00 |
| MILFORD PONDS LOT 576 | 1-30 6.00 | 556.00 |

EXHIBIT B

Tax Map Number: _____

Prepared By and Return To: _____

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

(Declaration of Deferred Infrastructure Charges)

KNOW ALL MEN BY THESE PRESENTS, that I/we, _____ owners of the following Living Unit _____ (the "Living Unit") in the MILFORD PONDS community located in Sussex County, Delaware, hereby make constitute and appoint **MILFORD PONDS, LLC.**, a Delaware limited liability company, hereinafter referred to as the 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, to do and execute all or any of the following acts, deeds and things, that is to say:

To execute, acknowledge, deliver and record any agreements, documents, amendments and supplements to the Declaration of Deferred Infrastructures Charges ("Declaration") which may be required by the Federal National Mortgage Association, the FHA, the VA, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the County, any governmental or quasi-governmental agency or authority having regulatory jurisdiction over the Living Units, the Utility Group, as defined in the Declaration, any institutional lender or title insurance company designated by Declarant, or to comply with any applicable laws or regulations.

Without in any way limiting or detracting from the hereinabove authorized powers, the Undersigned specifically request(s) that the Declarant, as the designated true and lawful attorney-in-fact of the Undersigned, be authorized and directed to take any and all such actions which the Declarant deems necessary for the purpose of carrying out its rights and obligations as provided in the Declaration.

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 purpose of any such amendments as provided above.

BK: 4868 PG: 121
BK: 4740 PG: 23

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, party and 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 future owners of the Living Unit and shall run with and bind the Living Unit.

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

(SIGNATURES ON FOLLOWING PAGE)

BK: 4848 PG: 122
BK: 4740 PG: 24

OWNER(S) LIVING UNIT _____

(SEAL)

(SEAL)

STATE OF _____

*

*

to wit:

*

COUNTY OF _____

On this, the ____ day of _____, 20__, before me, a Notary Public in and for the above State and County, personally appeared _____ known to me to be the person whose name is subscribed to the within Irrevocable Power of Attorney and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

RECEIVED
APR 09, 2018
ASSESSMENT DIVISION
OF SUSSEX COUNTY

Recorder of Deeds
Scott Dailey
Apr 09, 2018 02:13P
Sussex County
Doc. Surcharge Paid

RECEIVED
JUL 19, 2017
ASSESSMENT DIVISION
OF SUSSEX COUNTY

Recorder of Deeds
Scott Dailey
Jul 19, 2017 01:46P
Sussex County
Doc. Surcharge Paid