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Michael E. Kozikowski T20220029770
New Castle Recorder MISC

Tax Parcel Nos.: See Attached Schedule A

Prepared by & Return to:
John E. Tracey, Esquire
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Wilmington, DE 19801

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
MAINTENANCE OBLIGATIONS AND EASEMENTS FOR THE WOODS AT
HIDDEN CREEK**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, MAINTENANCE OBLIGATIONS AND EASEMENTS FOR THE WOODS AT HIDDEN CREEK (the "Declaration") is made this 24th day of May, 2022, by **RT 71 PROPERTIES, LLC**, a Delaware limited liability company, (hereinafter "RT 71"), **OLIVIA BETANCOURT**, a resident of the state of Delaware (hereinafter "Betancourt"), **HEATHER JACOBS**, a resident of the state of Delaware (hereinafter "Jacobs"), **MIGUEL CAMPOS**, a resident of the state of Delaware (hereinafter "Campos"), and **HERMINIO CISNEROS, TRUSTEE OF THE HERMINIO CISNEROS REVOCABLE TRUST DATED MAY 26, 2006, AS AMENDED AND RESTATED ON NOVEMBER 10, 2020**, a Delaware Trust (hereinafter "Cisneros") (RT 71, Betancourt, Jacobs, Campos and Cisneros are collectively referred to herein as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of all those certain lots, pieces or parcels of land, including residential lots and private open spaces situate in the Town of Townsend, New Castle County, State of Delaware and being more particularly bounded and described and set forth on the Record Major Subdivision Plan for The Woods at Hidden Creek (hereinafter referred to herein as the "Premises" or the "Property"), as prepared by Karins and Associates, dated January 9, 2019 and recorded in the Office of the Recorder of Deeds in and for New Castle County, State of Delaware (the "Recorder's Office") in Instrument No. 20190924-0076319 (the "Plan"); and

WHEREAS, Declarant desires to develop the Premises as depicted on the Plan into a residential community comprised of individual building lots on which two hundred twenty (220) single family residential dwellings are planned to be built ("Lots"), and further including additional lands identified on the Plan as Public Open Space, Stormwater Management, Wetlands, and Clubhouse Lot (which shall include ponding areas, swales and drainage easement areas), all collectively referred to as "Common Areas", if any, and further including all other lands within the Premises with the exception of Lot 222 (collectively "the Community"), if any; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities, and to contribute to the personal and general health, safety and welfare of residents and owners of the Lots and to subject the Premises to the covenants, conditions, restrictions and maintenance obligations set forth in this Declaration, each and all of which is and are for the benefit of the Premises, and for each owner of a part thereof; and

WHEREAS, Declarant is desirous of imposing upon the Premises certain covenants, conditions, restrictions, maintenance obligations and easements respecting the use thereof.

NOW, THEREFORE, THIS DECLARATION WITNESSETH:

The Declarant hereby covenants and declares that it shall hold and stand seized of the Premises, under and subject to, and hereafter each part of, or Lot in, the Premises is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, and easements which shall be covenants running with the land and which shall be binding upon the Declarant, its successors and assigns and all subsequent or successor Declarants, owners, occupants and visitors of the Premises.

ARTICLE I

1. **Private Residences**

Each Lot shall be used solely for private residential purposes only and shall comply with the Town of Townsend Subdivision and Zoning Ordinance. No residential buildings shall be erected or maintained thereon except one (1) private dwelling house per lot, each such house being a one-family detached dwelling occupied by a single family.

2. **No Temporary Facilities**

No temporary structure, garage, tent, shack, shed, or other out building, or other similar facility shall be used at any time either temporarily or permanently on any Lot, except as provided in this Declaration. The Declarant is exempt from the provisions of this paragraph 2.

3. **Animals and Pets**

No animals, livestock, poultry, horses, cows, goats, hogs, pigeons, rabbits or similar animals of any kind shall be raised, bred, or kept in any dwelling or any part of a Lot. Dogs, cats and other common domesticated household pets, not to exceed two for each Lot, may be kept inside the dwelling provided they are not kept, bred or maintained for any commercial purpose and provided that no more than two such pets in the aggregate may be kept with respect to each dwelling and further that such pet(s) shall not cause or create a nuisance or unreasonable disturbance. All such pet(s) shall be kept on a leash when not on an owners or residents private property. Owners shall be responsible for the removal of litter deposited by their pets on any land subject to this Declaration.

No kennel or building(s) or improvement(s) shall be erected or maintained on any Lot which shall be used for the habitation or enclosure of any dogs, cats and other common domesticated household pets excepting: (1) no more than two (2) usual household pets may be housed within the dwelling houses; and (2) one (1) doghouse not to exceed four (4) feet wide by four (4) feet long and four (4) feet high may be maintained in the rear yard only and directly attached to the rear wall of the house.

4. Trade. Business. etc.

No trade or business of any nature whatsoever nor any building designed or intended for such purposes or for industrial or manufacturing purposes or for any dangerous or offensive trade whatsoever shall be erected, permitted, maintained, or operated within the Community; neither shall any nuisance, dangerous or offensive thing, condition, trade or business whatsoever be permitted or maintained within the Community. Home occupations as defined by local ordinance shall be permitted if in compliance with such ordinance. The Declarant is exempt from the provisions of this paragraph 4.

5. Architectural Control

(a) No building, additions, shed, fence, wall, retaining wall, pond, post, cover, swimming pool or other construction shall be commenced, erected or maintained upon any Lot nor shall any exterior addition to or change or alteration thereof including but not limited to exterior facade color change and/or change in grade or drainage be made until the plans and specifications showing the nature, kind, shape, color, height, materials and proposed location of same shall have been submitted by the homeowner by registered mail, return receipt requested, to the Declarant, Rt. 71 Properties, LLC, c/o Investment Property Services, 102 Larch Cir, Unit 302, Wilmington, DE 19804 or such other business address as Declarant shall establish, and approved in writing by Declarant. In granting or withholding any such approval, Declarant shall consider whether such request is in harmony with respect to design and location to surrounding structures and topography. In the event that Declarant fails to approve or disapprove such design and location within (30) days after said plans and specifications have been submitted to it, approval thereof will be deemed to have been given by Declarant. Architectural design shall be interpreted to mean all exterior elements, including but not limited to, entrance doors, garage doors, exterior trim, roofing, siding, paint colors and fencing.

Declarant may establish and appoint an Ad Hoc Architectural Control Committee of Lot Owners (the "Committee") to assist Declarant in its performance of architectural control functions provided for in this Paragraph. The Ad Hoc Architectural Control Committee will automatically be dissolved upon assignment of the architectural control responsibilities to THE WOODS AT HIDDEN CREEK HOMEOWNERS ASSOCIATION as hereinafter provided.

(b) Fences and Swimming Pools: The following standards shall apply with respect to the approval of fences and swimming pools:

i) Fences. No fence shall be erected on any Lot closer to the front street line than the rear face of the principal building on said Lot. No fence, except a privacy fence as described below, shall be of a height of more than four (4) feet. All such fences shall be post and rail, wood, composite, or white vinyl construction and with no more than three (3) horizontal rails. All fences that are four (4) feet in height must contain three (3) horizontal rails. The height and width of the entire interior perimeter of any post and rail fence may be required by Declarant to be fully covered with green vinyl wire mesh. In any event, no fence shall be constructed or maintained upon any Lot until plans for the design and exact location of the same have been approved by Declarant.

ii) Privacy Fences. Privacy fences are fences which enclose only a small portion of the rear yard close to the building itself; for example, a privacy fence may enclose a rear patio. A board on board type privacy fence may be permitted provided it does not exceed a height of six (6) feet and is constructed of wood or white vinyl. In no event shall any privacy fence enclose an area in excess of 500 square feet, nor shall any section thereof exceed 25 feet in length. In any event, no privacy fence shall be constructed or maintained upon any Lot until plans for design, color and exact location for the same have been approved by Declarant.

iii) Swimming Pools and Swimming Pool Fences. No above-ground swimming pool shall be constructed or maintained on any Lot. One in-ground swimming pool on each Lot may be permitted to be constructed and maintained. Any in-ground swimming pool must be enclosed with a post and split rail fence at least four (4) feet in height but not more than five (5) feet in height and otherwise in accordance with the Town of Townsend Building Code and no more than three (3) horizontal rails. The height and width of the entire exterior perimeter of a swimming pool fence must be fully covered with green vinyl wire mesh. In any event, no such swimming pool or swimming pool fence shall be constructed or maintained upon any Lot until plans for the design and exact location of the swimming pool and swimming pool fence have been approved by Declarant.

(c) Utility Storage Sheds. No Lot may contain more than one utility storage shed ("Shed"). Such Shed shall be used exclusively by the owners or occupants of the Lot on which the Shed is located. In any event, no such Shed shall be constructed or maintained upon any Lot until plans for design, color and exact location of the same have been approved by Declarant. The following standards shall apply with respect to the approval of one Shed on each Lot.

i) Location. For all Lots, the Shed must be located to the rear of the house and not closer than six (6) feet nor further than twenty (20) feet from any rear yard property line. The Shed also must be located not less than six (6) feet from any side yard property line.

ii) Size.

a. The outside foot print of the Shed shall be either square or rectangular and shall be no less than sixty-four (64) square feet or no more than one hundred (100) square feet.

b. The outside depth of the Shed shall be no longer than twelve (12) feet.

c. The maximum height of the Shed shall be ten feet, six inches (10'6") to a ridge which shall be part of an "A" frame roof design.

iii) Materials and Construction.

a. The roof of the Shed shall have an "A" frame roof design with asphalt shingles that match the type and color of the roof of the home on the Lot.

b. The Shed shall be finished on all four sides with vinyl siding which matches or is the same as the vinyl siding of the home on the Lot both in style and in color.

c. The color of all trim on the Shed shall match the color of the outside trim on the home on the lot. The color of the door of the Shed shall match the color of the siding of the Shed.

d. All Sheds must be of frame construction. No Sheds shall be constructed from metal, aluminum, steel, etc.

e. The front of the Shed shall face the rear of the home.

f. The Shed must be erected on a firm foundation base so as to maintain the Shed in a level position.

g. Air Conditioning Units: No air conditioning units or similar units that extend through any portion of the exterior walls or windows of a shed shall be permitted.

iv) Landscaping. All landscaping for the Shed must match the landscaping or shrubs for the home. The Shed must be landscaped on all three sides except the front.

(d) The Declarant shall have the right, at any time in its sole discretion, to transfer or assign Declarant's architectural control power to approve or disapprove as provided in Subparagraph (a) of this Paragraph to THE WOODS AT HIDDEN CREEK HOMEOWNERS ASSOCIATION (the "Association"), the members of which shall consist of owners of the Lots by executing a written assignment or transfer document and causing it to be recorded in the Recorder's Office and notifying the Corporation of such assignment.

(e) No owner or occupant of any dwelling unit shall cause or permit any rug, laundry, aerial, fan, wire or other object to hang from or provide from any window or door. No "window" air conditioning units defined as those air conditioning units which are housed in a window or wall, and are visible from the exterior of the home, are permitted.

6. Trees, Shrubs, Lawns and Landscaping

(a) No live trees on any Lot exceeding eight inches (8") in diameter at a height of three feet (3') from the ground or live trees of any size provided by Declarant shall be cut without the prior written consent of Declarant. In the event any such trees are so cut without having first obtained said consent, the owner of the Lot on which said tree is so cut shall forthwith replace it with a tree of like size and variety. The consent required herein shall not be unreasonably withheld and shall be deemed to have been given if not denied within thirty (30) days after receipt by Declarant of a request for same. In granting or withholding any such approval, Declarant shall consider whether such request is in harmony with respect to designs and location to surrounding structures and topography and whether or not such request is consistent with the policy of leaving trees, shrubs and/or landscaping provided or done by Declarant undisturbed for a period of ten (10) years, except for ordinary maintenance, feeding and disease control

(b) All grass, lawns, shrubs, hedges, etc. shall be trimmed and maintained in a neat manner. THE WOODS AT HIDDEN CREEK HOMEOWNERS ASSOCIATION shall have the right, but not the obligation, to arrange for the mowing of lawns on Lots that do not meet Town of Townsend, New Castle County and/or State of Delaware requirements (the "Laws"). Should THE WOODS AT HIDDEN CREEK HOMEOWNERS ASSOCIATION exercise its right to mow a Lot Owner's lawn in accordance with this paragraph, it may levy a special assessment against such Owner to reimburse the Association for costs incurred in bringing the Owner and/or such Owner's Lot into compliance with the laws and this Declaration. No hedges or mass groupings of shrubs and/or trees which could be a barrier to view comparable to a hedge or fence shall be placed or maintained on any Lot closer to the street than the building setback line established by zoning ordinance. In no event shall more than two (2) cords of firewood be stored on any lot and such firewood shall be stored in the rear yard only.

7. Television Antennas. Radio Antennas. Solar Panels and Satellite Dishes

(a) Installation of antennas, including satellite dishes, shall be governed by this Section and such other additional reasonable rules and regulations regarding the location and screening of any such items that the Committee shall impose from time to time. The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "Antennas"). The requirements set forth in this Section are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Committee reserves the right to amend and modify any requirements governing installation, maintenance, and use of Antennas, which may be more restrictive than as set forth herein and which may, in the discretion of the Committee, be applied retroactively. Antennas not covered by the FCC Rule, including satellite dishes in excess of one (1) meter in diameter, shall not be installed on the exterior portions of any Lot without prior written approval of the Declarant or the Committee. Antennas situated entirely within a dwelling, and not visible from the exterior are permitted. Antennas covered by the FCC Rule, including satellite dishes of one (1) meter or less in diameter, are permitted within a Lot, provided such Antennas shall not be visible from the front elevation of the Lot; provided, however, that nothing herein requires installation of such an Antenna in a location from which an acceptable quality signal cannot be received, as certified in writing by a licensed installer or which causes an unreasonable delay or cost increase in such installation.

(b) The use and installation of solar panels shall be permitted in the Community provided, however, that such installation shall not be placed in the front yard of the dwelling or on the roof of any dwelling that faces a street in the Community (the "Restricted Locations") unless such limitation unreasonably restricts the Owner of a Lot from using a roof mounted system for obtaining solar energy on that Owner's Lot. Such installation must be approved by the Committee and it shall be the responsibility of such Owner to demonstrate to the Committee that a Restricted Location is the most practical location for such an installation.

(c) No radio or television receiving or transmitting antenna or other similar device shall be constructed, placed or maintained on the outside of any building or dwelling home on any Lot, or on any other portion of any Lot.

8. Trash, Garbage and Other Refuse Receptacles; Temporary Storage Containers

(a) All trash, garbage and other refuse receptacles shall be kept in enclosed areas, hidden from view, excepting that on regular collection day's trash receptacles may be placed temporarily at the curb for trash collection purposes. Each owner or occupant shall take all reasonable steps to prevent their garbage and refuse from emitting odors sufficient reasonably to annoy any other occupant or owner.

(b) Except in the event of a casualty loss or permitted remodeling or alterations of the improvements, dwelling and/or structures on a Lot as authorized and approved in accordance with this Declaration and by the Declarant or the Committee, no dumpsters or other debris containers or receptacles, other than customary residential garbage containers permitted in accordance in Article I, Section 8(a) above, shall be permitted to be placed, stored or maintained on any Lot, Open Spaces or any street, right of way or sidewalk on either a temporary or permanent basis. Any request for the temporary storage of dumpsters or other debris containers or receptacles by a Lot Owner shall be submitted in writing to the Committee for approval, which approval may contain reasonable restrictions, limitations and conditions as to the size, location and duration of any such temporary storage of dumpsters or other debris containers or receptacles. Storage pods, boxes or similar containers (the "Storage Containers") may be placed, stored and used on an individual Lot within a driveway on a temporary basis (not to exceed fifteen [15] days) solely in connection with any moving relating activities or other short term event or circumstance by an Owner of a Lot upon the written request of the Owner to the Declarant or the Committee. Any request for the temporary use of the Storage Containers by a Lot Owner shall be submitted in writing to the Declarant or the Committee for approval, which approval may contain reasonable restrictions, limitations and conditions as to the size, location and duration of any such temporary Storage Containers, which may include an extension of time by the Declarant or the Committee upon a showing by the Lot Owner of extenuating circumstances beyond the reasonable control or responsibility of the Lot Owner. Nothing contained in this Section shall apply to the construction and development activities of the Declarant or any Developer, and their applicable contractors, subcontractors, suppliers, materialmen or agents with respect to the Community, including but not limited to the Lots and the Open Spaces.

9. Prohibited Vehicles

(a) No trucks, buses, vans (except for non-commercial pickup trucks and vans described in (b) below), travel trailers, utility trailers, boat trailers, trailered or untrailered vehicles used for racing or recreational purposes, or any other kind of trailer, campers, boats, recreational vehicles as defined in Title 21 of the Delaware Code as amended from time to time, disabled vehicle of any type, shall be kept or maintained, temporarily or permanently, on any Lot, street, driveway, alley within the Community, except that such vehicles may be kept wholly within a closed garage.

(b) Pickup trucks up to and including 3/4 ton and enclosed vans not exceeding 10,000 lbs. G.V.W. and a height of seven (7) feet are permitted provided such vehicles are not used for commercial purposes.

(c) Vehicle repairs, except tire changes and battery service, shall not be conducted within the Community.

10. Clothes Lines and Laundry

No permanent outside clotheslines or clothesline posts are permitted. Portable outside clotheslines, which are approved by Declarant, shall be permissible, provided such portable outside clothes lines are used for drying clothes during daylight hours only.

No laundry, clothing, or rugs may be hung, displayed, or exposed on the exterior of any residential dwelling.

11. Mailboxes

Installation of new or replacement mailboxes must conform to United States Postal Service regulations. No masonry supported mailboxes or masonry mailbox structures are permitted.

12. Town of Townsend Right-of-Way

No structures such as mailboxes, rocks, play equipment, trees, and such similar structures shall be maintained in the Town of Townsend Right-of-Way unless authorized by such agency or within 5' of the edge of pavement on any alley.

13. Maintenance of Drainage Swales and Surface Water Flow

Each owner of any Lot by acceptance of a deed therefor is deemed to covenant and agree to fully maintain at such owner's sole cost and expense any and all drainage swales located on his property, free of debris and obstructions with grass and/or plant growth properly cut and trimmed so that drainage water will properly flow through such swales.

After the completion of construction of a residential dwelling on a Lot and the establishment of grades for flow of surface water, the elevation, grading or surface composition of any Lot shall not be changed or modified so as to impede, redirect, accelerate or otherwise adversely change or modify the flow of surface water to, over or from the Lot.

14. Signs

No sign or other object shall be displayed on any wall or rooftop. No sign of any kind shall be displayed to public view on any dwelling, Lot or open spaces except: (1) a post office street number sign not exceeding one square foot in size; (2) temporary signs not more than six (6) square feet advertising the sale of the property on which the sign is located, such signs to be removed promptly after settlement.

15. Vegetable Gardens

No vegetable garden shall be kept or maintained in the side or front yard area of any Lot. Any such garden in the rear yard area of any corner Lot shall be screened by shrubbery on both street sides of such corner Lot.

16. Window Treatment

All windows from the exterior shall show white or off-white fabric or color compatible with the color of the exterior finish of the dwelling. Any disputes regarding color selection or compatibility will be determined in the sole discretion of Declarant or its assigns.

17. Ornaments

No statues, sculptures, painted trees, bird baths, flag poles, replicas of animals, persons or other like objects may be affixed to any Lot or building where such object would be visible from any street. Notwithstanding anything to the contrary contained herein, the United States flag and holiday decorations and flags commemorating holidays may be temporarily placed on a building or Lot one week prior to the holiday through one week past the holiday. Any Christmas decorations or lights must be removed by January 15 of each year.

Notwithstanding the foregoing, any Lot Owner shall have the right to display the flag of the United States of America, measuring up to three (3) feet by five (5) feet, on a pole attached to the exterior wall of such Lot Owner's Lot or to Lot itself.

18. Wetlands

The Premises contain wetlands as defined in Federal and/or State statutes and regulations. The Revised Plan generally shows the location of such wetlands. No wetlands shall be filled, altered, or disturbed, other than in accordance with the laws and regulations of all Federal and State Agencies having jurisdiction.

19. Construction Easement and Rights

Notwithstanding any provision of this Declaration or of any amendment to this Declaration, so long as Declarant, successor to or assignee of Declarant, or any other person, firm or corporation is engaged in developing or improving any portion of the property, all such persons shall have an unlimited easement of ingress, egress and use over any lands not conveyed to an owner for occupancy or any private open space for: (1) movement and storage of building materials and equipment; (2) erection and maintenance of directional and promotional signs; and (3) conduct of sales activities, including maintenance of any office or model home.

20. Temporary Construction Completion Easement

Each Lot is subject to the right of Declarant and any entity building homes in the Community to trespass temporarily upon such Lot for a period of one (1) year, commencing upon conveyance of the Lot with a house erected thereon for occupancy thereof, for the sole purpose of completion of construction of any and all portions of the Community.

21. Easements for Drainage and Utilities

A six (6) foot wide easement and right-of-way on and along each side and rear lot line of each Lot is hereby reserved to Declarant, its successors and assigns, any utility providers, and any entity that performed home building construction in the Community, for any utility use, including, without limitation, the construction, installation and maintenance of utility lines, pipes, conduits, and cables for electricity, telephone, television, water, sewer, gas, fuel oil, heat and for any other public or quasi-public utility or function serving the Lots and conducted, furnished or maintained by any method on, in, below or above the surface of the ground, provided that where any lot line is eliminated, the easement and right-of-way along said lot line shall be extinguished except as to utilities then existing in said easement.

A ten (10) foot wide easement and right-of-way on each Lot, on and along each lot line which is also a right-of-way line for any street, is hereby reserved to Declarant, its successors and assigns, and any person that engaged in home building construction in the Community, for any storm water or street drainage, including, without limitation, the construction and maintenance of storm water drainage and management systems required by the Town of Townsend or the New Castle Conservation District, or otherwise installed or authorized by Declarant, its successors or assigns.

Easements, rights-of-way and restrictions shown or noted on the Record Plan, as the same may be amended, modified or supplemented from time to time, are also reserved, and shall not be limited to or by the foregoing.

All parties rightfully using such easements may from time to time and at any time enter upon said above-referenced easements and rights-of-way, for any of the purposes for which same have been reserved, and as necessary may remove or trim without replacement any growing or other thing thereon. During the time that any work is rightfully being performed within any easement or right-of-way area, the party performing such work shall also have a temporary easement to either side of the easement area for purposes of conveniently performing the work in question, without harm to structures or plantings.

The owners of the Lots shall at all times maintain and occupy their Lots so as not to interfere with the purposes for which said easements and rights-of-way have been created and are used. All conveyances of Lots by the Declarant or others shall be subject to the said easements and rights-of-way without necessity of any further reservation being mentioned therein.

22. Nuisance

No nuisance, or noxious, offensive, or dangerous activity or thing shall be created, permitted or conducted on or about any Lot, including without being limited to explosives, open or smoking fires, unfenced swimming pools, manure and uncovered refuse. No power lawnmower, chainsaw or other power equipment may be operated on any Lot before 8:00 a.m. or after 8:00 p.m.

23. Amendment

Subject to any other applicable provision of this Declaration, this Declaration may be amended in the following manner:

(a) An amendment to this Declaration may be proposed by either the Declarant, Board of Directors of the Homeowners Association (the "Association") or by 20% of the Lot Owners, provided, however, that no resolution of the Board of Directors adopting a proposed amendment to this Declaration shall be effective unless it has been approved by 67% of the Lot Owners by a vote conducted in accordance with the Bylaws of the Association. Any such amendment approved by the Lot Owners shall be recorded in the Recorder's Office.

(b) Except as stated elsewhere in this Declaration, no amendment proposed by the Board of Directors or the Lot Owners may alter any assessment or voting power allocated to each Lot by this Declaration or the Bylaws of the Association, or to the uses which the Lot is restricted without the unanimous consent of the Lot Owners. No amendment to this Declaration or any action taken by the Association or its Board of Directors shall be made or taken which, in any way, would affect any of the rights, privileges, powers or options of the Declarant, its successors or assigns, unless the Declarant, or its successors and assigns, shall join in the execution of such amendment or consent, in writing, to the action of the Association or its Board of Directors.

(c) Notwithstanding the foregoing, so long as Declarant is the owner of any of the Lots, Declarant shall have the absolute right to amend this Declaration (without the joinder of any of the other Owners or mortgagees) by executing and recording one or more such amendments in the Recorder's Office if any such amendment is required to correct any typographical or clerical errors, or to clarify or correct any ambiguities inadvertently created hereunder or as may be required to comply with any applicable Federal, State or County laws or other governmental agency or department's laws, statutes, ordinances, rules or regulations. Declarant also reserves the right to waive or modify any requirement as to any individual Lot necessary to avoid hardship resulting from unintentional noncompliance with this Declaration.

(d) A copy of each amendment to this Declaration shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Board of Directors.

(e) If any amendment to this Declaration or the Bylaws is necessary in the judgment of the Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is ambiguous, incorrect, defective or inconsistent with anything in either this Declaration or the Bylaws, the Board of Directors may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Lot Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this paragraph.

(g) No amendment to this Declaration may make its terms less restrictive than the terms of the Town of Townsend Code in effect at the time of the approval of said amendment.

24. Remedies

(a) Except as otherwise expressly provided in this Declaration to the contrary (or as provided under 10 Del. C. § 348, as amended, or any other statute) in the event any Owner or their respective tenants and subtenants, agents, contractors, visitors, licensees, and invitees breaches any covenant or obligation or undertaking as provided in this Declaration and fails to remedy or rectify such breach within ten (10) days after written notice from either of the Declarants, any Owner, specifying the nature of the breach, and specifying the nature and corrective action required to remedy the breach, then the non-defaulting party shall be entitled to exercise any and all rights and remedies available at law or in equity, including but not limited to seeking monetary damages (but expressly excluding consequential, punitive or special damages), specific performance and/or injunctive relief; provided, however, in the event the non-performing party undertakes to cure, rectify or remedy any such breach within such ten (10) day period and cannot reasonably complete the required corrective action within the required time frame, then the time to cure such breach shall be reasonably extended to enable the non-performing party to complete the required cure as long as any such extension does not cause the non-defaulting party to incur directly or indirectly any civil or criminal penalty, fine, violation, citation or other adverse governmental or third party action. Each right and remedy which the Declarants, any Owner or the Association may have under this Declaration or by operation of law or in equity shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative to the extent allowed by applicable law, and unless specifically stated herein to the contrary none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively. Any costs, fees and expenses incurred by the prevailing party, including reasonable attorneys' fees, arising out of or relating to breaches and disputes under this Declaration will be paid by the non-prevailing party as determined by a court of competent jurisdiction.

(b) The Board of Directors shall have the power to adopt, amend and enforce compliance with such reasonable Rules and Regulations relative to the operation, use and occupancy of the Common Facilities including, but not limited to, such enforcement procedures, fines, and penalties for violations of such Rules and Regulations as the Board of Directors shall deem appropriate. Any such Rules and Regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board of Directors in accordance with the Bylaws.

(c) The failure of the Declarant, the Board of Directors, or any Lot Owner to enforce any covenant, restriction or other provision of this Declaration, the Bylaws or the Rules and Regulations of the Association shall not constitute a waiver of the right to do so thereafter.

25. Development and Construction

(a) Declarant and any person, firm or corporation engaged in development of the Premises and/or construction or sale of homes on the Lots contained therein or such other person with the permission of any of them, upon such terms as any of them may impose, may engage in activities prohibited by the terms of this Declaration, while Declarant, and its related entities, or such other person, firm or corporation is engaged in development of the Premises and/or construction of home on the Lots contained therein. Without limiting the foregoing, the presence

of construction vehicles, materials, equipment, trailers, portable toilets and temporary sheds, the existence of noise, dust, dirt and other inconveniences of construction, the pursuit of construction and sales activities utilizing on-site sales offices and signs and the showing for sale and/or temporary rental of homes, shall not be deemed violative of this Declaration if engaged in by Declarant, and its related entities, or by any other person, firm or corporation engaged in development of the Premises and/or construction or sales of homes on the Lots contained therein, or such other person with the permission of any of them.

(b) Declarant, its successors, assignees, agents and designees shall have the right at all times to go upon any Lot, street or open space to accomplish and complete grading or landscaping in accordance with governmental approved plans or as required by any federal, state or local governmental agency or department thereof.

26. Severability

Invalidation of any one of these covenants or restrictions or portions thereof by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

27. Assignment of Declarant's Rights

Notwithstanding anything to the contrary, Declarant reserves the right to assign all rights and duties as Declarant under this Declaration by the execution and delivery of an appropriate assignment document in recordable form.

28. Violations

In the event any dwelling or other permitted structure erected on any residential building lot is so placed that it violates a front, side or rear yard setback restriction as provided herein and such violation also constitutes a violation of any then applicable zoning law or regulation, the grant of a variance with respect to the zoning violations shall automatically constitute a variance and modification of these restrictions with respect to such violation.

29. Record Plan

Declarant reserves unto itself the right to modify, change or amend the Revised Plan in accordance with the procedures set forth in the Town of Townsend Code.

30. Miscellaneous

Neither Declarant, nor the Association nor any of their respective directors, officers and members shall have liability to any person, firm or corporation for failure to perform any duty expressly or impliedly created herein or for any negligent performance of any such duty, nor shall any such persons have any liability to any person, firm or corporation for failure to enforce the covenants of this Declaration, or for any other alleged negligent act or omission, or for any good faith attempt at enforcing the covenants of this Declaration.

ARTICLE II

1. Owner's Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to the use of the recreational facilities by an owner for any period during which any assessment against the owner's Home remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the common area or roadways to any public agency, authority or utility for such purposes and subject to such conditions as maybe agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two officers of the Association.

2. Delegation of Use

Any owner may delegate in accordance with the Bylaws the owner's right of enjoyment to the common area and facilities to the members of the owner's family, the owner's tenants or contract purchasers who reside on the property.

3. Ingress and Egress

The Declarant reserves the right to continued ingress and egress to and from the property and marketing and maintenance of a sales and construction office on the real property subject to this Declaration until a certificate of occupancy has been issued for 100% of the Lots in the subdivision and such right shall continue even after the conversion of the Class B membership to a Class A membership and regardless of the number of votes allotted to the Declarant by such conversion.

ARTICLE III HOMEOWNERS ASSOCIATION

(1) In order that the Open Space, Common Facilities, Stormwater Management and Active Recreation Areas, as set forth on the Revised Plan, shall be maintained according to the provisions of Town of Townsend and State of Delaware law, there shall be organized as provided in Paragraph 2 hereof, a homeowners association, hereinafter referred to as the "Homeowners Association," whose members shall be the record owners of Lots shown on the Revised Plan, which homeowners association shall be charged with the duty of maintaining said Open Space, Common Facilities, Active Recreation Areas and Stormwater Management Facilities in the condition required by the Town of Townsend Code.

- (a) The purchaser of any Lot, by the acceptance of a deed to said land, obligates and binds himself or herself, his or her heirs and assigns to become a member of the aforesaid Homeowners Association and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by membership in said Homeowners Association. The obligation to participate in the Association shall be described in each original deed evidencing the sale of a Lot in The Woods at Hidden Creek subdivision.
- (b) Each Owner of any Lot, by acceptance of a deed therefor, is deemed to covenant and agree to pay to the Homeowners Association, when necessary, annual assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided; provided, that all assessments must be fixed at a uniform rate for all lots.
- (c) The Owner of any Lot agrees, at the time of settlement for the purchase of said Lot, to sign a confession of judgment obligating him or her to pay to the Association his or her share of the costs associated with the maintenance of the Open Space, Common Facilities, Stormwater Management Facilities, and Active Recreation Areas as identified on the Plan within the Community. The assessments levied by the Association shall be used exclusively for the purpose of maintaining said Open Space, Common Facilities, Active Recreation Areas and Stormwater Management Facilities and any other allowable purpose as stated in the Bylaws of the Association. Notwithstanding the foregoing, and in accordance with 25 Del. C. §81-118, during the period of Declarant Control of the Homeowners Association, the annual assessment, exclusive of optional user fees and any insurance premiums paid by the Homeowners Association, shall not exceed the limitations established by 25 Del. C. §81-118.
- (d) Each homeowner shall be assessed an initial working capital assessment, in an amount of **SIX HUNDRED DOLLARS AND NO CENTS (\$600.00)** (the "Initial Assessment"), at the time of closing on the purchase of their Lot or upon acquisition of their Lot upon resale, to establish and maintain a working capital fund. All such initial working capital funds arising from the foregoing one-time assessment may be used by the Association towards the maintenance of the Open Space, Common Facilities, Stormwater Management Facilities, and Active Recreation Areas as identified on the Plan within the Community and to make up any budget deficits.
- (e) An annual assessment, if necessary, shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting, and any special assessments shall be set by a majority vote of the members who are voting in person or by proxy at the annual meeting or at a meeting duly called for this purpose. Notwithstanding anything herein to the contrary, no such assessments may be assessed against or collected from any Lot owned by Rt. 71 Properties, LLC or any successor builder or developer of The Woods at Hidden Creek subdivision.

- (f) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of said Open Space, Common Facilities, Active Recreation Areas or Stormwater Management Facilities or abandonment of his or her Lot.
- (g) It is expressly agreed that the assessments referred to above shall be a lien or encumbrance on the land in respect to which said assessments are made and it is expressly stated that by acceptance of title to any of the land included in said tract the Owner (not including mortgagee) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay said assessments to the Homeowners Association, including prior unpaid assessments.
- (h) By his or her acceptance of title, each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all actions or suits, legal, equitable or otherwise, which may be, in the opinion of the Association, necessary or advisable for the collection of such assessments.
- (i) Said assessments shall be subordinate in lien to the lien of any mortgage or mortgages on any property which is subject to such charges regardless of when said mortgage or mortgages were created or when such charges accrued; provided, that such subordination shall apply only to charges that shall have become payable prior to the passing of title under foreclosure, of such mortgage or mortgages, and the transferees shall not be liable for payment of any assessment accruing prior to said foreclosure, but nothing herein shall be held to affect the rights herein given to enforce the collection of such charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after the sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such charges, with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property.
- (j) Declarant hereby grants to the Town of Townsend (the "Town"), its successors and assigns, the right, privilege and authority to enter upon said premises and inspect all open spaces for conformity with the provisions of the Town of Townsend Code and with all conditions of approval imposed upon The Woods at Hidden Creek subdivision. Maintenance of the open spaces and all expenses of maintenance shall be by the Association. In the event that the Association fails to maintain the open spaces according to the standards of the Town of Townsend Code and in accordance with the approved plan, the Town may, following reasonable notice, demand that the deficiency of maintenance be corrected and/or enter the open spaces to maintain

the same. The cost of such maintenance shall be charged to the Association or, at the election of the Town, to the owners of the lots in the Subdivision.

(k) Notwithstanding anything to the foregoing, Lot 222, as identified on the Plan, is not a part of the Community and shall not be a member of the Association.

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

3. Declarant, for itself, its successors and assigns, grants to the Lot Owners the reasonable uninterrupted use of said Open Space, Common Facilities, Active Recreation Areas and Stormwater Management Facilities as shown on the Plan in common with others entitled thereto forever. Each Lot Owner, by acceptance of a deed, grants to all other Lot Owners, their guests, invitees and licensees the free and uninterrupted use of said Open Space, Common Facilities, Active Recreation Areas and Stormwater Management Facilities and grants to the Homeowners Association the right to come upon any Lot Owner's Lot for purposes of maintaining said Open Space, Common Facilities, Active Recreation Areas and Stormwater Management Facilities.

4. Conveyance of Common Areas. Declarant will make such improvements to any private open space, common areas and any pond areas in accordance with the Plan. Declarant shall convey any private open space or common area, including any pond or stormwater management area not within the legal boundaries of any individual Lot, to the Association or the Town of Townsend as required by the Town of Townsend Code, which must accept title thereto. At the time of such conveyance, title to any private open space, common areas, and stormwater management area shall be free of any mortgages, judgment liens or similar encumbrances. From and after such conveyance, the Association or the Town, as required by Town of Townsend Code and the Plan, shall maintain, operate and repair the private open space, common areas, and any ponds and be responsible for any insurance coverage or taxes appertaining thereto. If, at the time the foregoing areas are conveyed, the Declarant has not commenced or completed the construction of any improvements to such private open space, common areas, or ponds as Declarant, in its sole judgment, shall have determined, Declarant shall have the right thereafter to enter upon the Property so conveyed solely for the purpose of constructing or completing the construction of such improvements.

ARTICLE V

1. Grant and Declaration of Easements: Covenants

(a) Easement for Use of Roadways. Declarant hereby declares a non-exclusive easement in favor of each owner and the Declarant, its successors or assigns, to use any portion of the roads and alleys when and as installed, for the passage of motor vehicles, bicycles and pedestrians. The Association shall be responsible for snow removal from the roadways and alleys.

(b) Easement for Use of Utility Facilities. Declarant hereby declares a non-exclusive easement in favor of each owner to use the utility facilities for the purpose of utilizing any pipes, lines, conduits, wires, cables and other means of providing utility service located therein, to provide gas, water, hydrants, electric power, telephone, sanitary sewer and storm sewer services or any of them to or from any present or future unit on a Lot owned by owner benefited by such easement, including without limitation an easement to connect any and all pipes, lines, conduits, wires, cables or other means of providing utility facilities located wholly within the portion of the property owned by such benefited party (laterals) to the utility facilities.

(c) Easements Reserved to Declarant. Declarant hereby reserves exclusive easements for itself, the Association, and their designated successors and assigns as follows:

i) An easement for the benefit of the Declarant and the Association upon, across, over, through and under the property for ingress, egress and construction and maintenance of buildings and improvements, including without limitation, sewer lines and systems to provide any and all utilities required by owners or desired to be supplied by Declarant; such utilities may include, without limitation, water, sewer, gas, telephone, electricity, television cable, or communication lines and systems; by virtue of this easement it shall be expressly permissible for the Declarant or the providing utility or service company to install, construct, maintain and excavate for such purposes and to affix and maintain wire, circuits and conduits on, in and over the roofs, and exterior walls of the building erected upon the Lots, provided such company restores disturbed Lot areas to the conditions in which they were found; the Declarant and the Association shall have the right to grant easements to all providing utility or service companies or the Town of Townsend for the aforesaid purposes.

ii) An easement for the benefit of the Declarant and the Association upon, across, over, through and under the property for all purposes relating to the construction, development, leasing and sale of improvements on the property, including, without limitation, the right of vehicular and pedestrian ingress and egress, and the right to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices, and the erection and maintenance of directional, identification, promotional and marketing signs.

iii) An easement for the benefit of Declarant and the State of Delaware and Town of Townsend to enter upon the property for the purpose of repairing, maintaining and correcting any deficiency in the common areas, provided, however, that such easement shall not imply that the State of Delaware or Town of Townsend are obligated in any way to effectuate such repairs to property not dedicated to it.

(d) Special Covenants. The roads may not be used for any purpose other than the passage of bicycles, vehicles and the movement of pedestrian traffic, landscaping, directional and traffic control signals (and where applicable parking for vehicles), and no owner will construct or locate, or allow construction or location of, any fence, barricade, structure, or equipment which will interfere with the intended uses thereof, or the free flow of traffic to, across or from the roads, except to the extent reasonably required for, or appropriate in connection with:

i) the proper exercise of the easements granted or rights specifically reserved or granted to the Declarant, Association, or Town of Townsend or the owners under this Declaration; and herein.

ii) the performance by the Association of its maintenance obligations set forth.

ARTICLE VI
MISCELANEOUS

(1) Any notice required to be sent to Declarant or Owner under the provisions of the Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as the record Owner of the Lot at the time of such mailing.

(2) This Declaration shall run with the land and shall be binding upon Declarant, its successors and assigns, all Owners and their respective lessees, mortgagees, invitees and licensees.

(3) Declarant shall, without notice to, action by, or consent of any other Owner or Owners, have the right, power and authority at any time and from time to time to assign all or any part of their respective rights, powers and authorities hereunder to any other party or parties by written document specifically reciting the intent so to assign which shall be executed and acknowledged by such other party or parties, and recorded in the Recorder's Office. In no event shall either Declarant's conveyance of any one or more Lots be deemed to include any such assignment, but such assignment must be by a separate instrument to be effective.

(4) This Declaration shall be construed to effectuate its purpose, under and in accordance with the laws of the State of Delaware; but the invalidation of any part or portion hereof shall in no way affect or invalidate the remaining parts or portions. In no event shall any provision be construed more strongly against or less strongly in favor of the Declarants, as the authors hereof, but it shall be regarded the same as, and in parity with, any other Owner. The singular and the plural, the masculine, feminine and neuter, and the tense of verbs shall be interchangeable as the context may require. The headings in this Declaration shall be deemed as neither adding to nor detracting from the contents and provisions hereof.

Signature pages follow

IN WITNESS WHEREOF, the said Herminio Cisneros, Trustee of the Herminio Cisneros Revocable Trust dated May 26, 2006, as amended and restated on November 10, 2020, has caused his hand and seal to be hereunto set the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF:

DECLARANT:
HERMINIO CISNEROS, TRUSTEE OF
THE HERMINIO CISNEROS
REVOCABLE TRUST DATED MAY 26,
2006, AS AMENDED AND RESTATED
ON NOVEMBER 10, 2020

June Simon
Witness

By: *Herminio Cisneros* [SEAL]
Herminio Cisneros, Trustee

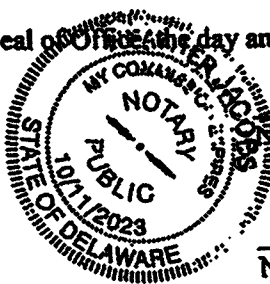
STATE OF DELAWARE)

NEW CASTLE COUNTY)

SS.

BE IT REMEMBERED, that on this 25th day of April, 2022, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, **HERMINIO CISNEROS, TRUSTEE OF THE HERMINIO CISNEROS REVOCABLE TRUST DATED MAY 26, 2006, AS AMENDED AND RESTATED ON NOVEMBER 10, 2020**, a Delaware Trust, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be his act and deed and the act and deed of said Trust.

GIVEN under my Hand and Seal on this 25th day and year aforesaid.



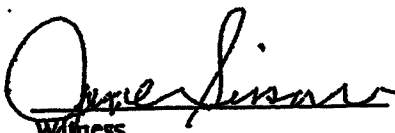
Heather Jacobs
Notary Public

Heather Jacobs
Notary Name - Printed or Typed
Date Commission Expires: # 10/11/2023

IN WITNESS WHEREOF, the said Olivia Betancourt has caused her hand and seal to be hereunto set the day and year first above written.

SEALED AND DELIVERED
IN THE PRESENCE OF:

DECLARANT:


Witness

 [SEAL]
Olivia Betancourt

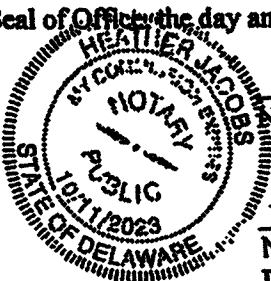
STATE OF DELAWARE)

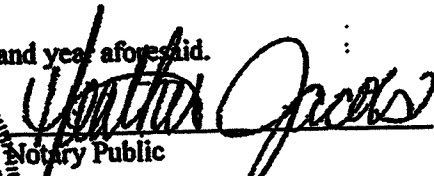
) SS.

NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 25th day of April, 2022, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Olivia Betancourt, a resident of the state of Delaware, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.




Notary Public

Heather Jacobs
Notary Name - Printed or Typed
Date Commission Expires: # 10/11/2023

IN WITNESS WHEREOF, the said Heather Jacobs has caused her hand and seal to be hereunto set the day and year first above written.

SEALED AN DELIVERED
IN THE PRESENCE OF:

DECLARANT:

Jane Lissore
Witness

Heather Jacobs [SEAL]
Heather Jacobs

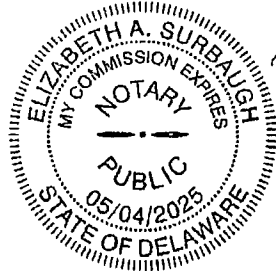
STATE OF DELAWARE)

) SS.

NEW CASTLE COUNTY)

BE IT REMEMBERED, that on this 24th day of May, 2022, personally came before me, the Subscriber, a Notary Public for the State and County aforesaid, Heather Jacobs, a resident of the state of Delaware, party to this Declaration, known to me personally to be such, and acknowledged this Declaration to be her act and deed.

GIVEN under my Hand and Seal of Office, the day and year aforesaid.



Elizabeth A. Surbaugh
Notary Public

Elizabeth A. Surbaugh
Notary Name - Printed or Typed
Date Commission Expires: # 05-04-25

LIST OF LOTS AND TAX PARCEL NUMBERS**WOODS AT HIDDEN CREEK SUBDIVISION**

Lot Number	Tax Parcel Number	Address	Current Owner
1	25-012.00-001	110 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
2	25-004.00-329	112 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
3	25-004.00-328	114 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
4	25-004.00-327	116 HIDDEN CREEK BLVD	BETANCOURT OLIVIA
5	25-004.00-298	203 LEATHERWOOD RD	RT 71 PROPERTIES LLC
6	25-004.00-299	205 LEATHERWOOD RD	RT 71 PROPERTIES LLC
7	25-004.00-300	207 LEATHERWOOD RD	RT 71 PROPERTIES LLC
8	25-004.00-301	209 LEATHERWOOD RD	RT 71 PROPERTIES LLC
9	25-004.00-302	605 ZINNIA CIR	RT 71 PROPERTIES LLC
10	25-004.00-303	607 ZINNIA CIR	CISNEROS HERMINIO TR OF REV TR
11	25-004.00-308	609 ZINNIA CIR	CISNEROS HERMINIO TR OF REV TR
12	25-004.00-307	608 ZINNIA CIR	CISNEROS HERMINIO TR OF REV TR
13	25-004.00-306	606 ZINNIA CIR	RT 71 PROPERTIES LLC
14	25-004.00-304	213 LEATHERWOOD RD	RT 71 PROPERTIES LLC
15	25-004.00-305	215 LEATHERWOOD RD	RT 71 PROPERTIES LLC
16	25-004.00-309	217 LEATHERWOOD RD	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
17	25-004.00-310	219 LEATHERWOOD RD	RT 71 PROPERTIES LLC
18	25-004.00-311	221 LEATHERWOOD RD	RT 71 PROPERTIES LLC
19	25-004.00-312	715 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
20	25-004.00-313	717 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
21	25-004.00-314	719 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
22	25-004.00-325	721 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
23	25-004.00-324	720 NIGHTSHADE WAY	JACOBS HEATHER
24	25-004.00-323	718 NIGHTSHADE WAY	CAMPOS MIGUEL
25	25-004.00-322	716 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
26	25-004.00-321	714 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
27	25-004.00-320	712 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
28	25-004.00-319	710 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
29	25-004.00-318	708 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
30	25-004.00-317	706 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
31	25-004.00-316	704 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
32	25-004.00-315	702 NIGHTSHADE WAY	RT 71 PROPERTIES LLC
33	25-004.00-297	220 LEATHERWOOD RD	RT 71 PROPERTIES LLC
34	25-004.00-296	218 LEATHERWOOD RD	RT 71 PROPERTIES LLC
35	25-004.00-295	216 LEATHERWOOD RD	RT 71 PROPERTIES LLC
36	25-004.00-294	214 LEATHERWOOD RD	RT 71 PROPERTIES LLC
37	25-004.00-293	212 LEATHERWOOD RD	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
38	25-004.00-292	210 LEATHERWOOD RD	RT 71 PROPERTIES LLC
39	25-004.00-291	208 LEATHERWOOD RD	RT 71 PROPERTIES LLC
40	25-004.00-290	206 LEATHERWOOD RD	RT 71 PROPERTIES LLC
41	25-004.00-289	202 LEATHERWOOD RD	RT 71 PROPERTIES LLC
42	25-004.00-283	303 CORALROOT DR	RT 71 PROPERTIES LLC
43	25-004.00-284	305 CORALROOT DR	RT 71 PROPERTIES LLC
44	25-004.00-285	307 CORALROOT DR	RT 71 PROPERTIES LLC
45	25-004.00-286	309 CORALROOT DR	RT 71 PROPERTIES LLC
46	25-004.00-287	311 CORALROOT DR	RT 71 PROPERTIES LLC
47	25-004.00-288	313 CORALROOT DR	RT 71 PROPERTIES LLC
48	25-004.00-269	304 CORALROOT DR	RT 71 PROPERTIES LLC
49	25-004.00-270	306 CORALROOT DR	RT 71 PROPERTIES LLC
50	25-004.00-271	308 CORALROOT DR	RT 71 PROPERTIES LLC
51	25-004.00-272	310 CORALROOT DR	RT 71 PROPERTIES LLC
52	25-004.00-273	312 CORALROOT DR	RT 71 PROPERTIES LLC
53	25-004.00-274	314 CORALROOT DR	RT 71 PROPERTIES LLC
54	25-004.00-275	316 CORALROOT DR	RT 71 PROPERTIES LLC
55	25-004.00-279	329 CORALROOT DR	RT 71 PROPERTIES LLC
56	25-004.00-278	331 CORALROOT DR	RT 71 PROPERTIES LLC
57	25-004.00-277	333 CORALROOT DR	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
58	25-004.00-276	337 CORALROOT DR	RT 71 PROPERTIES LLC
59	25-006.00-033	339 CORALROOT DR	RT 71 PROPERTIES LLC
60	25-006.00-034	341 CORALROOT DR	RT 71 PROPERTIES LLC
61	25-006.00-035	343 CORALROOT DR	RT 71 PROPERTIES LLC
62	25-006.00-036	905 FORSYTHIA CT	RT 71 PROPERTIES LLC
63	25-006.00-037	907 FORSYTHIA CT	RT 71 PROPERTIES LLC
64	25-006.00-038	909 FORSYTHIA CT	RT 71 PROPERTIES LLC
65	25-006.00-032	912 FORSYTHIA CT	RT 71 PROPERTIES LLC
66	25-006.00-031	910 FORSYTHIA CT	RT 71 PROPERTIES LLC
67	25-006.00-030	908 FORSYTHIA CT	RT 71 PROPERTIES LLC
68	25-006.00-029	906 FORSYTHIA CT	RT 71 PROPERTIES LLC
69	25-006.00-028	347 CORALROOT DR	RT 71 PROPERTIES LLC
70	25-006.00-027	349 CORALROOT DR	RT 71 PROPERTIES LLC
71	25-006.00-026	351 CORALROOT DR	RT 71 PROPERTIES LLC
72	25-006.00-025	353 CORALROOT DR	RT 71 PROPERTIES LLC
73	25-006.00-024	355 CORALROOT DR	RT 71 PROPERTIES LLC
74	25-006.00-012	554 BELLFLOWER WAY	RT 71 PROPERTIES LLC
75	25-006.00-011	552 BELLFLOWER WAY	RT 71 PROPERTIES LLC
76	25-006.00-010	550 BELLFLOWER WAY	RT 71 PROPERTIES LLC
77	25-006.00-009	548 BELLFLOWER WAY	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
78	25-006.00-008	546 BELLFLOWER WAY	RT 71 PROPERTIES LLC
79	25-006.00-007	544 BELLFLOWER WAY	RT 71 PROPERTIES LLC
80	25-006.00-006	542 BELLFLOWER WAY	RT 71 PROPERTIES LLC
81	25-006.00-005	540 BELLFLOWER WAY	RT 71 PROPERTIES LLC
82	25-006.00-004	538 BELLFLOWER WAY	RT 71 PROPERTIES LLC
83	25-006.00-003	536 BELLFLOWER WAY	RT 71 PROPERTIES LLC
84	25-006.00-002	534 BELLFLOWER WAY	RT 71 PROPERTIES LLC
85	25-004.00-218	532 BELLFLOWER WAY	RT 71 PROPERTIES LLC
86	25-004.00-217	528 BELLFLOWER WAY	RT 71 PROPERTIES LLC
87	25-004.00-216	526 BELLFLOWER WAY	RT 71 PROPERTIES LLC
88	25-004.00-215	524 BELLFLOWER WAY	RT 71 PROPERTIES LLC
89	25-004.00-214	522 BELLFLOWER WAY	RT 71 PROPERTIES LLC
90	25-004.00-213	520 BELLFLOWER WAY	RT 71 PROPERTIES LLC
91	25-004.00-212	518 BELLFLOWER WAY	RT 71 PROPERTIES LLC
92	25-004.00-211	516 BELLFLOWER WAY	RT 71 PROPERTIES LLC
93	25-004.00-210	514 BELLFLOWER WAY	RT 71 PROPERTIES LLC
94	25-004.00-209	512 BELLFLOWER WAY	RT 71 PROPERTIES LLC
95	25-004.00-181	510 BELLFLOWER WAY	RT 71 PROPERTIES LLC
96	25-004.00-180	508 BELLFLOWER WAY	RT 71 PROPERTIES LLC
97	25-004.00-179	506 BELLFLOWER WAY	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
98	25-004.00-178	504 BELLFLOWER WAY	RT 71 PROPERTIES LLC
99	25-004.00-138	476 BELLFLOWER WAY	RT 71 PROPERTIES LLC
100	25-004.00-139	474 BELLFLOWER WAY	RT 71 PROPERTIES LLC
101	25-004.00-140	472 BELLFLOWER WAY	RT 71 PROPERTIES LLC
102	25-004.00-141	470 BELLFLOWER WAY	RT 71 PROPERTIES LLC
103	25-004.00-142	468 BELLFLOWER WAY	RT 71 PROPERTIES LLC
104	25-004.00-143	466 BELLFLOWER WAY	RT 71 PROPERTIES LLC
105	25-004.00-145	462 BELLFLOWER WAY	RT 71 PROPERTIES LLC
106	25-004.00-146	460 BELLFLOWER WAY	RT 71 PROPERTIES LLC
107	25-004.00-147	458 BELLFLOWER WAY	RT 71 PROPERTIES LLC
108	25-004.00-148	456 BELLFLOWER WAY	RT 71 PROPERTIES LLC
109	25-004.00-149	454 BELLFLOWER WAY	RT 71 PROPERTIES LLC
110	25-004.00-150	452 BELLFLOWER WAY	RT 71 PROPERTIES LLC
111	25-004.00-151	450 BELLFLOWER WAY	RT 71 PROPERTIES LLC
112	25-004.00-152	448 BELLFLOWER WAY	RT 71 PROPERTIES LLC
113	25-004.00-153	446 BELLFLOWER WAY	RT 71 PROPERTIES LLC
114	25-004.00-164	447 BELLFLOWER WAY	RT 71 PROPERTIES LLC
115	25-004.00-163	449 BELLFLOWER WAY	RT 71 PROPERTIES LLC
116	25-004.00-162	451 BELLFLOWER WAY	RT 71 PROPERTIES LLC
117	25-004.00-161	453 BELLFLOWER WAY	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
118	25-004.00-160	455 BELLFLOWER WAY	RT 71 PROPERTIES LLC
119	25-004.00-159	457 BELLFLOWER WAY	RT 71 PROPERTIES LLC
120	25-004.00-158	459 BELLFLOWER WAY	RT 71 PROPERTIES LLC
121	25-004.00-157	461 BELLFLOWER WAY	RT 71 PROPERTIES LLC
122	25-004.00-156	463 BELLFLOWER WAY	RT 71 PROPERTIES LLC
123	25-004.00-155	467 BELLFLOWER WAY	RT 71 PROPERTIES LLC
124	25-004.00-165	1024 ASTER DR	RT 71 PROPERTIES LLC
125	25-004.00-166	1022 ASTER DR	RT 71 PROPERTIES LLC
126	25-004.00-167	1018 ASTER DR	RT 71 PROPERTIES LLC
127	25-004.00-168	1016 ASTER DR	RT 71 PROPERTIES LLC
128	25-004.00-169	1014 ASTER DR	RT 71 PROPERTIES LLC
129	25-004.00-170	1012 ASTER DR	RT 71 PROPERTIES LLC
130	25-004.00-171	1010 ASTER DR	RT 71 PROPERTIES LLC
131	25-004.00-172	1008 ASTER DR	RT 71 PROPERTIES LLC
132	25-004.00-173	1006 ASTER DR	RT 71 PROPERTIES LLC
133	25-004.00-174	1004 ASTER DR	RT 71 PROPERTIES LLC
134	25-004.00-175	1002 ASTER DR	RT 71 PROPERTIES LLC
135	25-004.00-176	1000 ASTER DR	RT 71 PROPERTIES LLC
136	25-004.00-194	1001 ASTER DR	RT 71 PROPERTIES LLC
137	25-004.00-193	1003 ASTER DR	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
138	25-004.00-192	1005 ASTER DR	RT 71 PROPERTIES LLC
139	25-004.00-191	1007 ASTER DR	RT 71 PROPERTIES LLC
140	25-004.00-190	1009 ASTER DR	RT 71 PROPERTIES LLC
141	25-004.00-189	1011 ASTER DR	RT 71 PROPERTIES LLC
142	25-004.00-188	1013 ASTER DR	RT 71 PROPERTIES LLC
143	25-004.00-187	1015 ASTER DR	RT 71 PROPERTIES LLC
144	25-004.00-186	1017 ASTER DR	RT 71 PROPERTIES LLC
145	25-004.00-185	1019 ASTER DR	RT 71 PROPERTIES LLC
146	25-004.00-184	1021 ASTER DR	RT 71 PROPERTIES LLC
147	25-004.00-183	1023 ASTER DR	RT 71 PROPERTIES LLC
148	25-004.00-182	1025 ASTER DR	RT 71 PROPERTIES LLC
149	25-004.00-195	509 BELLFLOWER WAY	RT 71 PROPERTIES LLC
150	25-004.00-196	515 BELLFLOWER WAY	RT 71 PROPERTIES LLC
151	25-004.00-197	517 BELLFLOWER WAY	RT 71 PROPERTIES LLC
152	25-004.00-198	1122 WINTERGREEN DR	RT 71 PROPERTIES LLC
153	25-004.00-199	1120 WINTERGREEN DR	RT 71 PROPERTIES LLC
154	25-004.00-200	1118 WINTERGREEN DR	RT 71 PROPERTIES LLC
155	25-004.00-201	1116 WINTERGREEN DR	RT 71 PROPERTIES LLC
156	25-004.00-202	1114 WINTERGREEN DR	RT 71 PROPERTIES LLC
157	25-004.00-203	1112 WINTERGREEN DR	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
158	25-004.00-204	1110 WINTERGREEN DR	RT 71 PROPERTIES LLC
159	25-004.00-205	1108 WINTERGREEN DR	RT 71 PROPERTIES LLC
160	25-004.00-206	1106 WINTERGREEN DR	RT 71 PROPERTIES LLC
161	25-004.00-207	1104 WINTERGREEN DR	RT 71 PROPERTIES LLC
162	25-004.00-208	1102 WINTERGREEN DR	RT 71 PROPERTIES LLC
163	25-004.00-227	1101 WINTERGREEN DR	RT 71 PROPERTIES LLC
164	25-004.00-226	1103 WINTERGREEN DR	RT 71 PROPERTIES LLC
165	25-004.00-225	1105 WINTERGREEN DR	RT 71 PROPERTIES LLC
166	25-004.00-224	1107 WINTERGREEN DR	RT 71 PROPERTIES LLC
167	25-004.00-223	1109 WINTERGREEN DR	RT 71 PROPERTIES LLC
168	25-004.00-222	1111 WINTERGREEN DR	RT 71 PROPERTIES LLC
169	25-004.00-221	1113 WINTERGREEN DR	RT 71 PROPERTIES LLC
170	25-004.00-220	1117 WINTERGREEN DR	RT 71 PROPERTIES LLC
171	25-004.00-219	1121 WINTERGREEN DR	RT 71 PROPERTIES LLC
172	25-004.00-232	531 BELLFLOWER WAY	RT 71 PROPERTIES LLC
173	25-004.00-233	533 BELLFLOWER WAY	RT 71 PROPERTIES LLC
174	25-004.00-234	535 BELLFLOWER WAY	RT 71 PROPERTIES LLC
175	25-004.00-235	1205 THYME CT	RT 71 PROPERTIES LLC
176	25-004.00-236	1207 THYME CT	RT 71 PROPERTIES LLC
177	25-004.00-237	1209 THYME CT	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
178	25-004.00-238	1208 THYME CT	RT 71 PROPERTIES LLC
179	25-006.00-015	1206 THYME CT	RT 71 PROPERTIES LLC
180	25-006.00-013	539 BELLFLOWER WAY	RT 71 PROPERTIES LLC
181	25-006.00-014	541 BELLFLOWER WAY	RT 71 PROPERTIES LLC
182	25-006.00-016	543 BELLFLOWER WAY	RT 71 PROPERTIES LLC
183	25-006.00-017	545 BELLFLOWER WAY	RT 71 PROPERTIES LLC
184	25-006.00-018	354 CORALROOT DR	RT 71 PROPERTIES LLC
185	25-006.00-019	352 CORALROOT DR	RT 71 PROPERTIES LLC
186	25-006.00-020	348 CORALROOT DR	RT 71 PROPERTIES LLC
187	25-006.00-021	346 CORALROOT DR	RT 71 PROPERTIES LLC
188	25-006.00-022	344 CORALROOT DR	RT 71 PROPERTIES LLC
189	25-006.00-023	342 CORALROOT DR	RT 71 PROPERTIES LLC
190	25-004.00-239	340 CORALROOT DR	RT 71 PROPERTIES LLC
191	25-004.00-240	338 CORALROOT DR	RT 71 PROPERTIES LLC
192	25-004.00-241	336 CORALROOT DR	RT 71 PROPERTIES LLC
193	25-004.00-242	334 CORALROOT DR	RT 71 PROPERTIES LLC
194	25-004.00-230	807 FOXGLOVE LN	RT 71 PROPERTIES LLC
195	25-004.00-229	809 FOXGLOVE LN	RT 71 PROPERTIES LLC
196	25-004.00-228	811 FOXGLOVE LN	RT 71 PROPERTIES LLC
197	25-004.00-265	808 FOXGLOVE LN	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
198	25-004.00-264	810 FOXGLOVE LN	RT 71 PROPERTIES LLC
199	25-004.00-263	812 FOXGLOVE LN	RT 71 PROPERTIES LLC
200	25-004.00-262	814 FOXGLOVE LN	RT 71 PROPERTIES LLC
201	25-004.00-261	816 FOXGLOVE LN	RT 71 PROPERTIES LLC
202	25-004.00-260	818 FOXGLOVE LN	RT 71 PROPERTIES LLC
203	25-004.00-259	820 FOXGLOVE LN	RT 71 PROPERTIES LLC
204	25-004.00-258	822 FOXGLOVE LN	RT 71 PROPERTIES LLC
205	25-004.00-257	824 FOXGLOVE LN	RT 71 PROPERTIES LLC
206	25-004.00-256	826 FOXGLOVE LN	RT 71 PROPERTIES LLC
207	25-004.00-255	828 FOXGLOVE LN	RT 71 PROPERTIES LLC
208	25-004.00-254	830 FOXGLOVE LN	RT 71 PROPERTIES LLC
209	25-004.00-253	832 FOXGLOVE LN	RT 71 PROPERTIES LLC
210	25-004.00-252	834 FOXGLOVE LN	RT 71 PROPERTIES LLC
211	25-004.00-266	425 BELLFLOWER WAY	RT 71 PROPERTIES LLC
212	25-004.00-267	421 BELLFLOWER WAY	RT 71 PROPERTIES LLC
213	25-004.00-268	417 BELLFLOWER WAY	RT 71 PROPERTIES LLC
214	25-004.00-250	414 BELLFLOWER WAY	RT 71 PROPERTIES LLC
215	25-004.00-249	416 BELLFLOWER WAY	RT 71 PROPERTIES LLC
216	25-004.00-248	418 BELLFLOWER WAY	RT 71 PROPERTIES LLC
217	25-004.00-247	420 BELLFLOWER WAY	RT 71 PROPERTIES LLC

Lot Number	Tax Parcel Number	Address	Current Owner
218	25-004.00-246	422 BELLFLOWER WAY	RT 71 PROPERTIES LLC
219	25-004.00-245	424 BELLFLOWER WAY	RT 71 PROPERTIES LLC
220	25-004.00-244	426 BELLFLOWER WAY	RT 71 PROPERTIES LLC
221	25-004.00-243	428 BELLFLOWER WAY	RT 71 PROPERTIES LLC
222	25-004.00-136	125 HIDDEN CREEK BLVD	CISNEROS HERMINIO TR OF REV TR
PUBOPSP	25-006.00-039	913 FORSYTHIA CT	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-231	529 BELLFLOWER WAY	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-144	464 BELLFLOWER WAY	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-137	1028 ASTER DR	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-121	415 BELLFLOWER WAY	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-154	471 BELLFLOWER WAY	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-177	1027 ASTER DR	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-330	123 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-326	104 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-282	155 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-281	158 HIDDEN CREEK BLVD	RT 71 PROPERTIES LLC
PUBOPSP	25-004.00-251	410 BELLFLOWER WAY	RT 71 PROPERTIES LLC
PUBROW	25-004.00-331	665 SOUTH ST	RT 71 PROPERTIES LLC
PUBROW	25-004.00-332	6078 SUMMIT BRIDGE RD	RT 71 PROPERTIES LLC