

TAX MAP #2-34-23.00-270.02

Prepared By and Return To: Tunnell & Raysor, P.A.
P.O. Box 151, Georgetown, DE 19947

**DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF PREMISES SITUATED IN
INDIAN RIVER HUNDRED, SUSSEX COUNTY, DELAWARE
PURSUANT TO THE UNIT PROPERTY ACT OF THE STATE
OF DELAWARE FOR**

TOWNHOMES OF BAYSHORE

LAKE PLACID PROPERTIES, L.L.C., a Delaware limited liability company, of P.O. Box 212, Lewes, Delaware 19958, (hereinafter referred to as the "Developer"), does hereby declare:

1. Intent of Submission and Description of Property.

(a) LAKE PLACID PROPERTIES, L.L.C., a Delaware limited liability company, as holder of legal title to the land herein described, hereby submits certain real property described in Schedule "A" annexed hereto, together with the buildings and improvements thereon erected and owned by the Developer in fee simple absolute (referred to as the "Property"), to the provisions of the Unit Property Act of The State of Delaware, 25 Del. C. Section 2201, et seq. (referred to as the "Act"), in order to create a plan of condominium ownership of the Property. The Property consists of Units and Common Elements as shown on the Declaration Plan dated the 5th day of September, A.D. 2003, recorded in the Office of the Recorder of Deeds, in and for Sussex County, Georgetown, Delaware in Plot Book 81, page 337.

(b) The Property and any Additional Land added to the Property pursuant to this Declaration are and shall continue to be an integral part of Bayshore and subject to the Declaration of Covenants, Conditions and Restrictions for Bayshore recorded in the Office of the Recorder of Deeds for Sussex County in Georgetown, Delaware, at Deed Book 2888, Page 288 et seq. (hereinafter referred to as "Master Declaration") and as amended from time to time.

(c) The Developer is also the fee simple owner of certain real property located in Indian River Hundred, Sussex County, State of Delaware, said property being more particularly described in Schedule "E", attached hereto and included herein by specific reference and hereinafter referred to as "Additional Land". Said Additional Land is, along with Schedule "A" hereto, the property shown on the Declaration Plan.

(d) The Developer hereby declares by recordation of this Declaration that the real property described in Schedule "F" shall be subjected to this Declaration upon the recordation of one (1) or more Amendments to this Declaration, as provided herein, and such property shall thereafter be held, mortgaged, transferred, leased, sold, conveyed, occupied and used subject to the covenants, conditions and restrictions contained herein, which shall run with the land and which shall be binding on all parties having any right, title and interest in the property subjected to this Declaration, or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

2. Definitions. The terms used in this Declaration and in the accompanying Code of Regulations shall have the following meanings:

(a) "Additional Land" means that part of the property identified as Future Expansion Units as shown on a Plat entitled "Declaration Plan for Townhomes of Bayshore" as recorded in the Office of the Recorder of Deeds of Sussex County in Georgetown, Delaware, in Plot Book 81, at page 337, which may be acquired in further phases or not at all, and is described in Schedule F which is attached hereto and incorporated herein by reference

(b) "Association of Owners" means all of the Unit Owners acting as a group in accordance with the Code of Regulations, which shall be incorporated as "Townhomes of Bayshore Condominium Owners Association, Inc.", a Delaware non-profit corporation.

(c) "Buildings" means the buildings used or intended to be used for residential purposes (including leasing of Units for residential purposes) or for any other lawful purpose or for any combination of such uses.

(d) "Code of Regulations" means such governing regulations as are adopted pursuant to the Act for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

(e) "Common Elements" means those parts of the Property as more fully set forth on the Declaration Plan and in Section 8 of this Declaration.

(f) "Common Expenses" means and includes:

- (1) All sums lawfully assessed against the Unit Owners by the Council;
- (2) Expenses of administration, maintenance, repair and replacement of the Common Elements, including repair and replacement reserves as may be established;
- (3) Expenses agreed upon as Common Expenses by the Unit Owners;
- (4) Expenses declared Common Expenses by the provisions of the Act or by this Declaration or the Code of Regulations;
- (5) Premiums for insurance policies required to be purchased by the Council pursuant to the Code of Regulations; and
- (6) All valid charges against the condominium as a whole.

(g) "Council" means a board of natural persons of the number stated in the Code of Regulations, all of whom shall be either residents of The State of Delaware or Unit Owners as defined herein, but need not be both, who shall be elected by the Unit Owners, as hereinafter defined, and who shall manage the business operations and affairs of the Property on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act, this Declaration and the Code of Regulations, and such other regulations as may be promulgated. "Council" shall be the name for the board of directors of the association of owners and shall be composed by the same individuals.

(h) "Declaration" means this document by which the Developer of the Property submits it to the provisions of the Act and all amendments thereof.

(i) "Declaration Plan" means a survey showing the Property, the location of the Building and the layout of the floors of the Buildings which is recorded simultaneously with this Declaration and which is dated the 26 day of September A.D. 2003, in the Office of the Recorder of Deeds, in and for Sussex County, Georgetown, Delaware in Plot Book 81, page 337, and which complies with Section 2220 of the Act.

(j) "Developer" means LAKE PLACID PROPERTIES, L.L.C., a Delaware limited liability company and its successors and assigns.

(k) "Land" means the real property, exclusive of buildings or other improvements thereon, as described in Schedule "A".

(l) "Limited Common Elements" means that portion of the Common Elements allocated in the Declaration and identified on the Declaration Plan for the use and benefit of the Unit intended to be served to the exclusion of all other use except as may otherwise be provided.

(m) "Majority" or "Majority of Unit Owners" means the owners of more than fifty (50%) percent of the aggregate in interest of the undivided ownership of the Common Elements as specified herein.

(n) "Managing Agent" means a professional managing agent employed by the Developer or Council to perform such duties and services as the Council shall authorize in conformance with this Declaration and the Code of Regulations.

(o) "Master Association" means the association (known as Bayshore Property Owners Association, Inc.) which has been formed for the purposes enumerated in that certain Declaration of Covenants, Conditions and Restrictions for Bayshore recorded in the Office of the Recorder of Deeds for Sussex County in Georgetown, Delaware, at Deed Book 2888, Page 288 *et seq.*, (hereinafter referred to as "Master Declaration").

(p) "Master Declaration" means the Declaration of Covenants, Conditions and Restrictions for Bayshore recorded in the Office of the Recorder of Deeds for Sussex County in Georgetown, Delaware, at Deed Book 2888, Page 288 *et seq.*, (hereinafter referred to as "Master Declaration"). Townhomes of Bayshore is expressly subject to the aforesaid Master Declaration and is a part of Bayshore in accordance with the Master Declaration.

(q) "Percentage Interest" means the Percentage Interest of each Unit in the Common Elements as set forth in Schedule "B" attached hereto and subject to specified reductions upon subsequent amendments thereto as provided for in Schedule "C" attached hereto.

(r) "Property" means the Land and the Buildings and all other improvements and structures thereon owned in fee simple, and all easements, rights and appurtenances belonging thereto which have been or are intended to be submitted to the provisions of the Act, and all articles of personal property intended for use in connection therewith.

(s) "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds, in and for Sussex County, the County in which the Property is situate.

(t) "Recorder" means the Office of the Recorder of Deeds, in and for Sussex County, Delaware located in Georgetown, Delaware.

(u) "Revocation" means an instrument signed by all of the Unit Owners and by all holders of liens against the Units by which the Property is removed from the provisions of this Chapter.

(v) "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Developer or Council that are deemed necessary for the enjoyment of the condominium, provided they are not in conflict with the Act, the Master Declaration, this Declaration or the Code of Regulations.

(w) "Unit" means a Unit as defined by Section 2202(14) of the Act and consists of any one of those parts of the Buildings which are separately described on the Declaration Plan, in Schedule "B" and Schedule "C" attached hereto.

(x) "Unit Designation" means the number, letter or combination thereof designating a Unit in the Declaration Plan.

(y) "Unit Owner" means any natural person, corporation, partnership, association, trust or other legal entity or any combination thereof which owns title to a Unit.

(z) "Unit Property Act" means Title 25 Delaware Code, Sections 2201-2240, as amended (referred to as the "Act").

3. Name of Condominium. This Condominium shall be known as Townhomes of Bayshore and shall be an expandable condominium as hereinafter provided.

4. Buildings. There is presently one (1) Building consisting of six (6) town house style Units, erected upon the Property. A total of twenty-six (26) Buildings consisting of four, five or six (4,5 or 6) Units each, for a maximum of one hundred forty-six (146) Units, which will be the total number of Units erected upon the property. Each Building shall be two (2) stories in height. The Buildings will be in substantial conformity to plans prepared by Lake Placid Properties, L.L.C., dated September 5, 2003. The first Building and Unit have been located as shown upon the Declaration Plan. The additional Buildings, as they are constructed, will be located in substantial conformity to the Declaration Plan; provided, however, that the Developer may effect minor changes in the location of the proposed Buildings in order to meet the requirements of any federal, state or local government or authority, including but not limited to the Office of the State Fire Marshall, improve views to and from the Buildings, improve parking areas and harmonize the Property to the sewer and water service distribution plan; and further provided that the Declaration Plan shall not be substantially changed and no interest in any Building, Unit or Common Element shall be changed thereby, except as provided herein. To accomplish the purpose set forth herein, the Developer has filed for record a Deed of Easement (a copy of which is attached hereto as Schedule "D"), which is to be of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware.

5. Expansion. The existing Building is located as shown on the Declaration Plan. The expansion and annexation of additional land and improvements to Townhomes of Bayshore shall be accomplished in a maximum of one hundred forty (140) additional phases. The phases shall consist of the annexation of land which underlies them, as the same are delineated upon the Declaration Plan, together with the improvements thereon, which annexation shall be accomplished in accordance with Section 6 hereof.

6. Expansion Phases.

(a) Right to Expand.

(1) The Developer shall have the right in its sole discretion without consent of the Council or any Unit Owner or the holder of any lien upon any Unit, at any time and from time to time, to be exercised prior to the 31st day December, 2020, to annex to the land and improvements, constituting the Property of Townhomes of Bayshore, as the same are described and identified by legal description on Schedule "A" and thereby to submit to the provisions of the Act and subject to and include within the provisions of, the Declaration and Code of Regulations, by amendment and form hereinafter mentioned, certain property which is more particularly described in Schedule "E" and Schedule "F", together with the Buildings and other improvements thereon erected. The design and construction of the Buildings to be erected in the expansion phases shall be of at least as good quality and shall have architectural harmony with the Buildings erected upon the lands described in Schedule "A" as shown upon the Declaration Plan, described and identified hereinabove. Upon submission of additional Phases, up to an additional one hundred forty (140) Units in each Building will become a part of the condominium property. This right to expand by Developer shall be in effect until December 31, 2020. Nothing herein shall be construed as requiring the Developer to expand the condominium and annex any Additional Land on Schedules "E" or "F" and construct Units thereon.

(2) Any such expansion or annexation shall be accomplished by the recordation in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, of an amendment to this Declaration, an amendment to Schedule "A" of this Declaration, an amendment to Schedule "B" of this Declaration which shall conform to the schedule contained in Schedule "C" hereof, and an amended Declaration Plan showing, inter alia, the Buildings and improvements constructed upon the land being annexed.

(b) Adjustments to Common Element Percentages. Upon the recordation of an amendment to this Declaration for the purpose of annexing to the land and improvements described in Schedule "A" attached hereto, each Unit Owner, by operation of law, shall have the undivided percentage interests in the Common Elements, Common Expenses and Common Profits and shall have the number of votes set forth on Schedule "B" attached hereto. Upon the recordation of such amendment, the percentage interests in the Common Elements and Common Expenses and voting rights provided for under the

Act, the Code of Regulations and this Declaration shall be reallocated as set forth in Schedule "C" and amended on Schedule "B". Any deed for any condominium Unit shall be delivered subject to the conditional limitation that the percentage interests appurtenant to such Unit shall be automatically reallocated *pro tanto* upon the recordation of such amendment.

(c) Execution and Recordation of Amendments. There is reserved unto Lake Placid Properties, L.L.C., the Developer, its successors or assigns, an irrevocable power of attorney coupled with an interest as set forth on Schedule "G" for the purpose of reallocating the common element percentage interests and voting rights appurtenant to each of the condominium Units in accordance with this Section and executing, acknowledging and delivering such further instruments as may from time to time be required in order to accomplish the purposes of this Section. Each Unit Owner and each mortgagee of a condominium Unit shall be deemed to have acquiesced in the amendment of this Declaration and in the amendment of the Declaration Plan for the purpose of addition additional Units and Common Elements to the condominium in the manner set forth in this Section and shall be deemed to have granted unto the Developer an irrevocable power of attorney coupled with an interest to effectuate, execute, acknowledge and deliver any such amendments; and each such Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute such further instruments, if any, as may be required by the Developer to properly accomplish such amendments.

(d) Status Prior to Expansion.

(1) During the interval of time between the filing of this Declaration and the construction of the additional Buildings, the Developer shall not use any of said land proposed for annexation for any purpose whatsoever, except to construct Buildings thereon and hold the same in inventory for annexation as provided for herein.

(2) The expenses, taxes and any other burdens of ownership of the land proposed for annexation shall be at the sole expense of the Developer. Any necessary amendments to this Declaration and the Declaration Plan under this Section shall be at the sole expense of the Developer.

(3) The provisions of this section shall apply to any construction by the Developer undertaken by virtue of the Declaration of Easement attached hereto as Schedule "D".

(e) Effect of Expansion. Upon the annexation of the land into the property of Townhomes of Bayshore, Schedule "A" shall be amended to describe all of the land contained within Townhomes of Bayshore, which legal description in its entirety is set forth in Schedule "E" attached hereto and incorporated herein by reference. Such annexation of land and improvements shall not occur until construction of a respective unit or units,

as aforesaid, shall have been completed upon the land to be so annexed and a certificate of occupancy has been issued for such building or buildings and units from the appropriate governmental or municipal agency.

(f) Percentage of Ownership in Common Elements. Until the additional Buildings and Units are constructed upon the Property described in Schedule "F" and declared as part of the condominium, as hereinbefore provided, the respective percentages of ownership in the Common Elements for each Unit which shall be used for purposes of determining voting rights and the percentage share of each Unit for the expenses of and relating to the various rights in the Common Elements, irrespective of any market or sales value, is shown on Schedule "B" attached hereto.

(g) Changes in Percentage of Ownership in Common Elements, Voting Rights and Expenses or Profits. Notwithstanding the provisions of Section 6(f) of this Declaration, the proportionate undivided interest in the Common Elements by one (1) or more Unit Owners may be reduced, altered or changed by the recordation of an amendment to this Declaration duly executed by all Unit Owners, their agents or attorneys, affected by such changes pursuant to the provisions of Section 2219 (6) of the Act. Any alteration or change in the proportionate voting rights of any Unit Owner shall be made only in accordance with the provisions of the Code of Regulations.

(h) Change in Percentage of Ownership in Common Elements, Voting Rights and Expenses by Expansion and Annexation, and Method of Implementing Any Such Change.

(1) Notwithstanding the provisions of Sections 6(f) and 6(g) of this Declaration, upon annexation of land into the Property of Townhomes of Bayshore as provided for in this Section, the percentage interest of each Unit Owner in the Common Elements and the voting rights provided for in the Act and the Code of Regulations shall be reallocated as provided for and authorized in this Section and in accordance with the formula listed upon Schedule "C" attached hereto. Upon completion of construction of the Buildings and upon annexation of the land and Common Elements into this condominium as provided for in this Section, evidence of which shall be the issuance of a certificate of occupancy from Sussex County, all Units and Buildings shall be liable for the condominium charge assessed against like Units in the existing condominium, whether said Units have been sold by the Developer or remain unsold. At the time of completion of construction of the Buildings upon the land described in Schedule "E" and Schedule "F", the Developer shall promptly file an Amended Schedule "A" and an Amended Schedule "B" in accordance with the formula contained in Schedule "C" and shall, as needed, amend this Declaration and the Declaration Plan of record in the Office of the Recorder of Deeds, in and for Sussex County, Delaware, as provided for herein.

(2) Upon the filing of the Amended Schedule "A" and the Amended Schedule "B" as provided for herein, the Developer shall send, postage prepaid, to every Unit Owner in the condominium a copy of said Amended Schedule "A" and Amended Schedule "B".

7. Units.

(a) As of this date hereof, the condominium known as Townhomes of Bayshore, consists of one Building of six (6) Units. The Unit number designations and the percentage interests of each Unit in the Common Elements and the share of each Unit in the Common Expenses are listed on Schedule "B" hereto attached. The location of said Units is substantially delineated on the Declaration Plan which is of record in the Office of the Recorder of Deed, aforesaid. The remaining proposed Units are provided for in Section 6 of this Declaration.

(b) Each Unit consists of the space measured horizontally between the unfinished (unexposed) surface of the drywall enclosing such Unit and measured vertically from the Unit side of the floor surface of such Unit to the unfinished (unexposed) surface of the drywall ceiling of such Unit, including (if such item exists when originally completed), but not limited to the non-structural walls and partitions, wall facing material, if any, on the walls and ceilings thereof, the inner-decorated and/or finished surfaces of the floors (including all flooring, tile, ceramic tile, finished flooring and the like); the electric panel for each Unit; the hot water heater; interior (but not exterior doors, screen doors or storm doors) doors and screens; all electrical outlets and lights serving the Unit (whether within or without the unit); all stoves, refrigerators, heat and air conditioning units, ceiling fans, washer-dryers, sinks, baths, or other plumbing or heating or cooling facilities located within or without the Unit but solely serving the Unit, including the air conditioner-heat pump and/or compressor; the plumbing and water lines serving each Unit, commencing at the collector from the main lines serving each Unit, including any part but not the space it occupies; all interior stairs, stair wells, and stair carriages solely serving a Unit; outside water faucets; storage area; porch/balcony/deck, not usable as separate entryway; outside showers; fireplace, chimney and flue; the percentage of undivided interest in the common elements specified in Schedule "B"; and interior nonload-bearing walls or partitions within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Council of the Association. In the event a Unit Owner removes or replaces any or all such interior partitions or walls, no amendment of the Declaration will be necessary or required interior nonload-bearing walls or partitions within the confines of each Unit may, from time to time, be removed or replaced subject to the prior written approval of the Council of the Association. In the event a Unit Owner removes or replaces any or all such interior partitions or walls, no amendment of the Declaration will be necessary or required.

8. Common Elements; Limited Common Elements.

(a) "Common Elements" means and includes the definition thereof as set forth in Section 2203(3) of the Act and as defined in this Declaration. It includes all land, together with all improvements, subject to any public utility easements now of record or to be given in the future either by the Developer or the Council for sanitary and storm sewer use, water line, electric, telephone and cable television transmission lines, sewage lift stations or other similar necessary or desirable utility functions, excepting, however, the land designated for future construction of Buildings by the Developer described in Schedule "E" and "F", consisting of an additional one hundred forty (140) Units.

(b) The sanitary sewage facilities and water pipes up to the collectors for the individual Units shall be Common Elements.

(c) All lighting fixtures and equipment and wiring installed to illuminate any of the Common Elements shall be Common Elements.

(d) Charges for water meters, water service, water bond sinking fund, charges for regional sewage use and regional sewage bond redemption, if any, shall be Common Elements, if the same are billed or charged to the condominium as a whole.

(e) All central services and utilities which serve as the main distribution lines shall be Common Elements; including, but not limited to, the irrigation lines from the main lines to the Common Elements.

(f) All apparatus and installations existing for common use shall be Common Elements.

(g) All other elements of the Building necessary or convenient to its existence, operation, maintenance and safety or normally used in common use shall be a common element.

(h) The structural parts of the Building including framing constituting the entrance of each Unit, the door at the entrance of each Unit, window framing and windows, the foundation, supports, main walls, roof, stairways, entry decks and entry porches, any enclosure, sunroom, screened porch on the patio, and front walkway of each Unit, as well as that part of the Property designated on the Declaration Plan as Limited Common Elements shall be Limited Common Elements appurtenant to the Units attached thereto and shall be restricted to the use and occupancy by the Unit Owners thereof.

9. Use of Units. Each Unit and the Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designated. Each Unit shall be used

only for residential purposes and shall be occupied only by as many persons as do not burden the Unit or Common Elements.

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or the contents thereof applicable for residential use without the prior written consent of the Council. No Unit Owner shall permit anything to be done or kept in, on or to his Unit or the Common Elements which will result in the cancellation of insurance on the Property or the contents thereof or which would be in violation of any law.

(c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof. All laws, ordinances, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be observed and complied with by and at the sole expense of the Unit Owner or the Council, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Property or which would structurally change any Building or improvements thereon, except as is otherwise provided in the Code of Regulations or this Declaration.

(e) Except for residential use permitted by paragraph (a) of this Section, no industry, business, trade, occupation or otherwise designed for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein without the prior written consent of the Council. The right is reserved by the Developer or its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units or at suitable places in the Common Elements, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee.

(f) Nothing shall be altered or constructed in or removed from the Common Elements except upon the prior written consent of the Council. No enclosure of the patio shall extend beyond the building restriction line.

(g) The Common Elements shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

10. Decoration and Fixturing of Interior Surfaces of Walls and Ceilings. Each Unit Owner shall have the right, at any time and from time to time, to install, at his own cost and expense, such decorations, additions, fixtures and coverings (including without limitation

painting, finishing, wallpapering and carpeting) to the surfaces of walls and ceilings which face the interior of his Unit.

11. Members of the Council. The names of the first members of the Council, to serve until their successors are chosen and qualified pursuant to the Code of Regulations, are:

- (a) Scott Dailey
- (b) D. Stephen Parsons
- (c) Preston Lynch Dyer

12. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction of any Building, or if any such encroachment shall occur after the recording of this Declaration as a result of settling or shifting of any Building, a valid easement for such encroachment and for the maintenance of the same shall exist so long as such Building shall stand. In the event the Building, any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements due to such rebuilding shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Building shall stand.

13. Pipe Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Elements Located Inside of Units: Support. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Council or its representative shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained thereon or elsewhere in the Buildings. In the event the Building, any Unit, any adjoining Unit, or any adjoining Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then re-built; encroachments of parts of the Common Elements upon any Unit or of any Unit upon any other Unit or any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and for the maintenance of the same shall exist so long as such reconstructed Building shall stand.

14. Units Subject to Easement for Ingress and Egress Through Common Elements. Each Unit Owner shall have an easement in common with the owners of all other Units for ingress and egress through all Common Elements, but subject to other provisions of this Declaration, the Code of Regulations and such other Rules as Council may from time to time adopt. Each Unit shall be subject to an easement for ingress and egress through all Common Elements, by persons lawfully using or entitled to the same.

15. Units Subject to Construction Easements in Common Elements. Each Unit shall be subject to an easement of ingress and egress through all Common Elements, and an easement for construction of all improvements to be built on the Common Elements as outlined on the Declaration Plan and for completion of certain Units, by all construction personnel, personnel of Developer, and their employees, agents and invitees and all necessary equipment in connection therewith.

16. Units Subject to Declaration, Code of Regulations and Rules and Regulations. All present and future Unit Owners, lessees, mortgagees, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Code of Regulations and the rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or other transfer document or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Code of Regulations, and the rules and regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be enforceable equitable servitudes and covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited at length in each and every such document.

17. Unit Ownership and Ownership of Common Elements. Each Unit Owner shall own his Unit and the Percentage Interest of such Unit in the Common Elements, including the Land.

18. Amendment of Declaration.

(a) This Declaration, except as otherwise herein provided, may be amended by the vote of a majority of the Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Code of Regulations; provided, however, that amendments of a material nature, as defined in Article XIII, Section 4 of the Code of Regulations, shall be approved by the vote of at least sixty-seven percent (67%) of the Unit Owners. Furthermore, any such proposed amendment shall have been approved in writing by the mortgagee or mortgagees holding mortgages constituting first liens of at least fifty-one percent (51%) of the Units subject to mortgages. No such amendment shall be effective until duly recorded; provided, however, except as otherwise herein provided, the Percentage Interest shall not be changed except by unanimous consent of all of the Unit

Owners affected thereby and the consent of at least fifty-one (51%) of the mortgagees holding mortgages constituting first liens on Units, which change shall be evidenced by an appropriate amendatory declaration to such effect, duly recorded. Consent by eligible mortgagees shall be deemed received when an eligible mortgagee fails to submit a response to any written proposal sent by certified mail, return receipt requested, within thirty (30) days following its receipt of said proposal.

(b) Notwithstanding the foregoing provisions for the amendment of the Declaration, the Developer shall have an irrevocable power of attorney coupled with an interest for the purpose of amending the Declaration and Schedules "B" and "C" attached thereto and the Declaration Plan under the reservation and powers given unto the Developer in Sections 5 and 6 of this Declaration for the purposes stated in Section 5 and in strict accordance with the procedures specified in Sections 5 and 6 of the Declaration. The provisions for the annexation of land and improvements into the Townhomes of Bayshore and all other provisions of Sections 5 and 6 of this Declaration are incorporated into this Section by reference as though each and every statement contained in Sections 5 and 6 were fully set forth herein.

19. No Revocation or Partition. The Common Elements shall remain undivided and no Unit Owner or any other person shall bring any action for partition or division thereof, except in the event of substantial destruction as provided in the Code of Regulations and the Act. Except in the event of substantial destruction as provided in the Code of Regulations and the Act, the dedication of the Property under the Act shall not be waived or revoked unless all of the Unit Owners and the mortgagees of all of the mortgages covering the Units and all other lien holders unanimously agree to such revocation or waiver. The Percentage Interests shall not be separated from the Unit to which they appertain and shall be deemed conveyed, leased, or encumbered with the Unit though the interest is not expressly mentioned or described in the conveyance or other instrument. **Notwithstanding anything to the contrary, no vote to revoke the Dedication of the Property to the Unit Property Act shall be effective without the prior written consent of the Master Association, nor shall the Condominium have the right to revoke its mandatory membership in Bayshore Property Owners Association, Inc.**

20. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners, by and through the Master Association, in negotiations, settlements and agreements with the condemning authority. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury, or destruction as a whole and not for each Unit Owners' interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

21. Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

22. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

23. Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the neuter gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. Successors and Assigns. Whenever Lake Placid Properties, L.L.C., a Delaware limited liability company, is used, such reference shall also refer to its successors and assigns.

25. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision thereof.

26. Easements. The Developer, its successors and/or assigns, shall have the authority to grant easements over, under, and on the Common Elements by and through an Irrevocable Power of Attorney Coupled with an Interest to be executed by all Unit Owners.

27. Conflict. This Declaration, the Code of Regulations, and the Declaration Plan of Townhomes of Bayshore are expressly subject to and subordinate to the Declaration of Covenants, Conditions and Restrictions of Bayshore, as the same may be amended or supplemented from time to time.

[Faint signatures and notary stamps are visible in this section, including a notary seal for the State of Delaware.]

SCHEDULE "A"

LEGAL DESCRIPTION

UNITS 54-59, BAYSHORE TOWNHOUSE CONDOMINIUM

BEING all of Units 54-59 as shown on a plan entitled, "Declaration Plan No. 1, Units 54-59, Bayshore Townhouse Condominium", located in the Indian River Hundred of Sussex County, Delaware; said piece or parcel of land being more particularly described as follows, to wit:

BEGINNING at a point, said beginning point lying the following three courses from a point formed by the intersection of the southerly right-of-way line of Longneck Road (Route 22), 65 feet wide, with the westerly line of the lands of, now or formerly, ABC Woodlands, L.L.C., as recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Deed Book 2248, Page 51, thence running, in the datum of a deed recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 78, Page 139, thence running,

A) leaving said right-of-way line of Longneck Road and running by and with said lands of ABC Woodlands, L.L.C., South 19 degrees 17 minutes 58 seconds West 591.26 feet to a point on the northerly line of Parcel B of Bayshore Subdivision, thence running,

B) leaving said lands of ABC Woodlands, L.L.C. and running by and with said Parcel B, North 61 degrees 47 minutes 04 seconds West 1289.00 feet to a point on the easterly line of the lands of, now or formerly, Paul Oliva, Sr. et al, as recorded in said Office of the Recorder of Deeds, in Deed Book 2301, Page 349, thence running,

C) North 66 degrees 30 minutes 24 seconds East a distance of 299.95 feet to the point of beginning, thence running,

1) from said point of beginning, North 28 degrees 04 minutes 48 seconds East a distance of 62.21 feet to a point, thence running,

2) North 61 degrees 42 minutes 30 seconds East a distance of 168.37 feet to a point, thence running,

3) South 28 degrees 04 minutes 48 seconds West a distance of 62.21 feet to a point, thence running,

4) South 61 degrees 42 minutes 30 seconds West a distance of 168.37 feet to the point and place of beginning; **CONTAINING** 10,474 square feet of land, more or less.

SCHEDULE "B"

TOWNHOMES OF BAYSHORE

The following represents the respective percentages of ownership in the Common Elements for each Unit which shall be utilized for purposes of determining voting rights and the percentage share of each Unit for the expenses of and relating to the various rights in the Common Elements, irrespective of any market or sales value:

<u>Phase 1-Building 54</u>	<u>Percentage</u>
Unit #54	16.667 %
Unit#55	16.667%
Unit#56	16.667%
Unit#57	16.667%
Unit#58	16.667%
Unit#59	16.667%
<hr/>	
	100.00%

Total 100.00%

SCHEDULE "C"

TOWN HOMES OF BAYSHORE

The **Townhomes of Bayshore** is an expandable condominium which will consist of one hundred forty-six (146) individual Units in twenty-six (26) Buildings. As each Building and Unit is built and completed, it will be added to the condominium regime of **Townhomes of Bayshore** as provided for in the Declaration and Code of Regulations. As each Building is added to the Condominium, each Unit Owner's percentage of ownership in the Common Elements and the share of each Unit in the Common Expenses will be decreased proportionately in relation to the new additional Units being added. Each Unit shall have an equal percentage interest in the ownership in Common Elements and Common Expenses so that, as any new Unit is added, the total, 100%, shall be divided by the new total number of individual Units to calculate the new individual percentage ownership and responsibility. Whenever the individual percentages, when totaled, do not equal 100%, the necessary proportionate number necessary to equal 100% shall be allocated first to Unit 1, thence to Unit 2 and in consecutive order until the total of all Units shall equal 100%.

-Sample-

SCHEDULE "D"

DEED OF EASEMENT

THIS DEED OF EASEMENT, made this _____ day of _____, A.D. 20____, is reserved unto LAKE PLACID PROPERTIES, L.L.C., a Delaware limited liability company, of P.O. Box 212, Lewes, Delaware 19958, its successors and assigns ("Grantor").

RECITALS

WHEREAS, Grantor is the owner of certain real property located in Indian River Hundred, Sussex County, Delaware, commonly known as Townhomes of Bayshore, a condominium, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, said property is to be submitted by Grantor to a plan of condominium ownership under the Unit Property Act by Declaration to be filed of record in the Office of the Recorder of Deeds, in and for Sussex County, at Georgetown, Delaware, immediately after the filing of this Deed of Easement; and

WHEREAS, Grantor will offer condominium Units for sale to the public as Townhomes of Bayshore; and

WHEREAS, Grantor has constructed one building, consisting of six (6) Units each, which will constitute the condominium as provided for in the Declaration and designated and numbered on Schedule "B" of the Declaration, and further as delineated and numbered on the Declaration Plan of the said Townhomes of Bayshore, which will be filed for record in the Office of the Recorder of Deeds, aforesaid, immediately after the filing of this Deed of Easement; and

WHEREAS, Grantor proposes to build up to twenty-five (25) additional Buildings, consisting of individual Units, for a total of one hundred forty-six (146) Units, as more particularly identified and numbered on the Declaration Plan and Schedule "E" and "F" of the Declaration; and

WHEREAS, Grantor intends to and has retained ownership of the land upon which the additional Buildings, designated and numbered upon the Declaration Plan and Schedule "E" and "F" of the Declaration, are to be constructed; and

WHEREAS, the Declaration, in Sections 4, 5 and 6, reserves to the Grantor the right by and unto itself to make minor changes in the location of the proposed buildings to be constructed upon the land in order to improve views to and from the buildings,

improve parking areas and harmonize the property to the sewer and water service distribution plan; and

WHEREAS, it is intended that the Common Elements be subject to this easement in order to facilitate the possible minor relocation of said buildings,

THEREFORE, for and in consideration of the matters hereinabove set forth:

Grantor does hereby reserve unto itself a perpetual easement to construct six (6) additional Buildings each consisting of five, six or eight (5, 6 or 8) individual Units, as delineated upon the Declaration Plan, and all of the necessary parking lots, walks and other appurtenances requisite to service some or all of the buildings which are or will be constructed upon the property known as Townhomes of Bayshore and to provide for the necessary ingress and egress to said buildings.

TERMS

- (1) The square and cubic footage of the Common Elements used by the Grantor to accomplish the purpose of this Easement shall not diminish the square and cubic footage of the Common Elements as delineated upon the Declaration Plan.
- (2) In the event of any minor relocation, as aforesaid, utilizing this easement, the fee simple interest of the Grantor in the land underlying the Unit, so designated in Schedule "A" of the Declaration, shall become part of the Common Elements of Townhomes of Bayshore, if any or if all of said Unit is relocated and constructed upon this easement so that the fee simple interest of the Grantor will diminish in exact proportion to the square and cubic footage utilized under this easement.
- (3) This reservation of easement shall be perpetual during the continued existence of Townhomes of Bayshore.
- (4) This reservation of easement shall run with the land and shall be binding upon each owner and mortgagee of a Unit in the condominium, and shall be deemed to have granted unto the said Grantor, its successors and assigns, an irrevocable power of attorney coupled with an interest to effectuate, execute, acknowledge and deliver any such amendment; and each such Unit Owner and mortgagee shall be deemed to have agreed and covenanted to execute and such further instruments, if any, as may be required by the Grantor, its successors or assigns, to properly accomplish the purposes of this easement.

-Sample-
EXHIBIT A-TO SCHEDULE D

Description of Lands to be part of Condominium

-Sample-

BEING all that piece or parcel of land hereinafter described, situate, being and being on the southern side of Longneck Road (Route 22) and located in the Indian River Hundred of Sussex County, Delaware, being all as shown on a plat entitled, "Kind Subdivision Plat Bayshore Subdivision", recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Plat Book 78, Page 138, said piece or parcel of land being more particularly described as follows, to wit:

BEGINNING at a point marked by the intersection of the easterly right-of-way line of Longneck Road (Route 22), 67 feet wide, with the westerly line of the lands of, now or formerly, ABC Woodlands, L.L.C., as recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Deed Book 2246, Page 21, thence running, in the direction of a plat recorded in the aforesaid Office of the Recorder of Deeds in Plat Book 78, Page 137, the following:

1) leaving said right-of-way line of Longneck Road and running by and with said right-of-way line of ABC Woodlands, L.L.C., South 19 degrees 17 minutes 58 seconds West 267.26 feet to a point on the easterly line of Parcel B of Bayshore Subdivision, thence running:

2) leaving said lands of ABC Woodlands, L.L.C., and running by and with said Parcel B, North 61 degrees 47 minutes 04 seconds West 128.00 feet to a point on the easterly line of the lands of, now or formerly, Paul Olive, Sr. et al, as recorded in an Office of the Recorder of Deeds, in Plat Book 1101, Page 244, thence running:

3) leaving said Parcel B and running by and with said lands of Olive, North 58 degrees 12 minutes 20 seconds East 284.84 feet to a point on the easterly right-of-way line of Longneck Road, thence running:

4) leaving said lands of Olive and running by and with said right-of-way line of Longneck Road, South 61 degrees 45 minutes 04 seconds East 1157.38 feet to the point and place of beginning.

CORNERING HEREIN shown on a plat of land, more or less.

SAID EXHIBIT all of Bayshore Subdivision, 60 feet wide, as shown on a plat entitled, "Kind Subdivision Plat Bayshore Subdivision", recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Plat Book 78, Page 138.

SCHEDULE "E"

LEGAL DESCRIPTION

PARCEL A, BAYSHORE TOWNHOUSE CONDOMINIUM

BEING all that piece or parcel of land, hereinafter described, situate, lying and being on the southerly side of Longneck Road (Route 22) and located in the Indian River Hundred of Sussex County, Delaware, being all of Parcel A as shown on a plat entitled, "Final Subdivision Plat, Bayshore Subdivision", recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Plot Book 78, Page 139; said piece or parcel of land being more particularly described as follows, to wit:

BEGINNING at a point formed by the intersection of the southerly right-of-way line of Longneck Road (Route 22), 65 feet wide, with the westerly line of the lands of, now or formerly, ABC Woodlands, L.L.C., as recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Deed Book 2248, Page 51, thence running, in the datum of a plat recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 78, Page 139, thence running,

1) leaving said right-of-way line of Longneck Road and running by and with said lands of ABC Woodlands, L.L.C., South 19 degrees 17 minutes 58 seconds West 591.26 feet to a point on the northerly line of Parcel B of Bayshore Subdivision, thence running,

2) leaving said lands of ABC Woodlands, L.L.C. and running by and with said Parcel B, North 61 degrees 47 minutes 04 seconds West 1289.00 feet to a point on the easterly line of the lands of, now or formerly, Paul Oliva, Sr. et al, as recorded in said Office of the Recorder of Deeds, in Deed Book 2301, Page 349, thence running,

3) leaving said Parcel B and running by and with said lands of Oliva, North 28 degrees 12 minutes 50 seconds East 584.84 feet to a point on the aforesaid southerly right-of-way line of Longneck Road, thence running,

4) leaving said lands of Oliva and running by and with said right-of-way line of Longneck Road, South 61 degrees 45 minutes 00 seconds East 1197.38 feet the point and place of beginning; **CONTAINING** 16.6805 acres of land, more or less.

SAVE AND EXCEPT all of Bayshore Boulevard, 60 feet wide, as shown on a plat entitled, "Final Subdivision Plat, Bayshore Subdivision", recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Plot Book 78, Page 139.

EXCEPTING THEREFROM:

SCHEDULE "E"CONTINUED

LEGAL DESCRIPTION

UNITS 54-59, BAYSHORE TOWNHOUSE CONDOMINIUM

BEING all of Units 54-59 as shown on a plan entitled, "Declaration Plan No. 1, Units 54-59, Bayshore Townhouse Condominium", located in the Indian River Hundred of Sussex County, Delaware; said piece or parcel of land being more particularly described as follows, to wit:

BEGINNING at a point, said beginning point lying the following three courses from a point formed by the intersection of the southerly right-of-way line of Longneck Road (Route 22), 65 feet wide, with the westerly line of the lands of, now or formerly, ABC Woodlands, L.L.C., as recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Deed Book 2248, Page 51, thence running, in the datum of a deed recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 78, Page 139, thence running,

A) leaving said right-of-way line of Longneck Road and running by and with said lands of ABC Woodlands, L.L.C., South 19 degrees 17 minutes 58 seconds West 591.26 feet to a point on the northerly line of Parcel B of Bayshore Subdivision, thence running,

B) leaving said lands of ABC Woodlands, L.L.C. and running by and with said Parcel B, North 61 degrees 47 minutes 04 seconds West 1289.00 feet to a point on the easterly line of the lands of, now or formerly, Paul Oliva, Sr. et al, as recorded in said Office of the Recorder of Deeds, in Deed Book 2301, Page 349, thence running,

C) North 66 degrees 30 minutes 24 seconds East a distance of 299.95 feet to the point of beginning, thence running,

1) from said point of beginning, North 28 degrees 04 minutes 48 seconds East a distance of 62.21 feet to a point, thence running,

2) North 61 degrees 42 minutes 30 seconds East a distance of 168.37 feet to a point, thence running,

3) South 28 degrees 04 minutes 48 seconds West a distance of 62.21 feet to a point, thence running,

4) South 61 degrees 42 minutes 30 seconds West a distance of 168.37 feet to the point and place of beginning; **CONTAINING** 10,474 square feet of land, more or less.

SCHEDULE "F"

LEGAL DESCRIPTION

PARCEL A, BAYSHORE TOWNHOUSE CONDOMINIUM

BEING all that piece or parcel of land, hereinafter described, situate, lying and being on the southerly side of Longneck Road (Route 22) and located in the Indian River Hundred of Sussex County, Delaware, being all of Parcel A as shown on a plat entitled, "Final Subdivision Plat, Bayshore Subdivision", recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Plot Book 78, Page 139; said piece or parcel of land being more particularly described as follows, to wit:

BEGINNING at a point formed by the intersection of the southerly right-of-way line of Longneck Road (Route 22), 65 feet wide, with the westerly line of the lands of, now or formerly, ABC Woodlands, L.L.C., as recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Deed Book 2248, Page 51, thence running, in the datum of a plat recorded in the aforesaid Office of the Recorder of Deeds in Plot Book 78, Page 139, thence running,

1) leaving said right-of-way line of Longneck Road and running by and with said lands of ABC Woodlands, L.L.C., South 19 degrees 17 minutes 58 seconds West 591.26 feet to a point on the northerly line of Parcel B of Bayshore Subdivision, thence running,

2) leaving said lands of ABC Woodlands, L.L.C. and running by and with said Parcel B, North 61 degrees 47 minutes 04 seconds West 1289.00 feet to a point on the easterly line of the lands of, now or formerly, Paul Oliva, Sr. et al, as recorded in said Office of the Recorder of Deeds, in Deed Book 2301, Page 349, thence running,

3) leaving said Parcel B and running by and with said lands of Oliva, North 28 degrees 12 minutes 50 seconds East 584.84 feet to a point on the aforesaid southerly right-of-way line of Longneck Road, thence running,

4) leaving said lands of Oliva and running by and with said right-of-way line of Longneck Road, South 61 degrees 45 minutes 00 seconds East 1197.38 feet the point and place of beginning;
CONTAINING 16.6805 acres of land, more or less.

SAVE AND EXCEPT all of Bayshore Boulevard, 60 feet wide, as shown on a plat entitled, "Final Subdivision Plat, Bayshore Subdivision", recorded in the Office of the Recorder of Deeds, in and for Sussex County and the State of Delaware, in Plot Book 78, Page 139.

8403 PARRSON

SCHEDULE G

-Sample-

TAX MAP #2-34-23.00-270.02

Prepared By: Tunnell & Raysor, P.A.

P.O. Box 151

Georgetown, DE 19947

TBS/MRS

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

KNOW ALL MEN BY THESE PRESENTS, that we, _____, owners of Unit _____, Building ____, Townhomes of Bayshore, hereby make constitute and appoint **LAKE PLACID PROPERTIES, L.L.C.**, a limited liability company of the State of Delaware, hereinafter referred to as the Developer, and its successors and assigns, to be our true and lawful attorney, and in our name, place and stead and in 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 instruments as may be required to amend the Declaration and/or Declaration Plan of Townhomes of Bayshore for the purpose of constructing additional condominium units and for the purpose of reallocation of the percentage interests of the common elements and for the purpose of reallocating voting rights appurtenant to each of the condominium units, construction of roads, installation of utilities, including, telephone, cable television, sewer, water, electric; all to be accomplished in accordance with the terms and conditions of the Declaration and Declaration Plan, and recorded in the Sussex County Recorder of Deeds' Office at Deed Record Book _____, page ____, and Plot Book ____, page ____, respectively.

Without in any way detracting from the hereinabove authorized powers, we specifically request and authorize that our hereinabove designated true and lawful attorney be authorized and directed to take any and all such action which it deems necessary for the purpose of constructing additional condominium units and for the purpose of reallocation of the percentage interest of the common elements by reduction of the percentage interest of the common elements for the purpose of reallocating voting rights appurtenant to each of the condominium units in Bayshore.

HEREBY giving unto my 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 we could do if personally present and acting.

Received
DE 1994
TUNNELL & RAYSOR, P.A.
GEOURGETOWN, DEL.

